

**CITY OF SHOREVIEW  
AGENDA  
REGULAR CITY COUNCIL MEETING  
April 4, 2016  
7:00 P.M.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF AGENDA**

**PROCLAMATIONS AND RECOGNITIONS**

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

**COUNCIL COMMENTS**

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

1. March 14, 2016 City Council Workshop Meeting Minutes
2. March 21, 2016 City Council Meeting Minutes
3. Receipt of Committee/Commission Minutes--
  - Bike and Trails Committee, February 4, 2016
  - Bike and Trails Committee, March 3, 2016
  - Environmental Quality Committee Minutes, March 28, 2016
4. Verified Claims
5. Purchases
6. License Applications

7. Site and Building Plan Review—Dairy Queen, 4615 Hodgson Road
8. Approval of AT&T Extension and Lease Approvals
9. Accept Bid and Authorize Construction—I-694 Watermain Relocation, CP 15-10
10. Approve Plans and Specifications, Order Improvement and Order Taking of Bids—  
Gramsie Road Rehabilitation, CP 16-05
11. Approval of a Master Subscriber Agreement for Minnesota Court Data Services

## **PUBLIC HEARING**

### **GENERAL BUSINESS**

12. Text Amendment—Accessory Structure
13. Approval of New Voting Precincts
14. Appointments to Parks and Recreation Commission

## **STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS**

### **SPECIAL ORDER OF BUSINESS**

### **ADJOURNMENT**

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

**CITY OF SHOREVIEW  
MINUTES  
CITY COUNCIL WORKSHOP MEETING  
March 14, 2016**

**CALL TO ORDER**

Mayor Martin called the workshop meeting of the Shoreview City Council to order at 7:00 p.m. on March 14, 2016.

**ROLL CALL**

The following attended the meeting:

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

Staff: Terry Schwerm, City Manager  
Mark Maloney, Public Works Director  
Rebecca Olson, Asst. to City Manager

Turtle Lake Homeowners' Association: Tim Krinkie Board President  
Mark Cossack Board Secretary  
Carl Schroeder  
Joe Morris

**MEETING WITH TURTLE LAKE HOMEOWNERS' ASSOCIATION**

Mayor Martin opened the meeting. Introductions were made, and Mayor Martin turned the discussion over to the Board members attending from the Turtle Lake Homeowners' Association (TLHA).

In reference to the request sent to the City by the TLHA regarding management of the Turtle Lake water level, Mr. Krinkie noted that the City's Community Survey shows that 54% of non-lake homeowners use City lakes for recreation. There are public benefits to managing the water level of Turtle Lake. Turtle Lake Beach cannot be used when the lake level is low because of the muck. Many boats access the lake. For these public benefits, the Board is asking the City to be a partner in lake level management.

Mr. Krinkie distributed a list of next steps to move forward with a lake management plan. A number of Board members met with staff earlier in the day and had many questions answered with a review of the feasibility study. The Board would like to establish a Lake Improvement District (LID) for Turtle Lake, similar to Snail Lake. A major item is funding and cost allocation and how homeowners should share in the cost. Board members agree that decision should be with the City, whether it is a per lot cost, or by assessed value or by amount of shoreline. A

survey of questions is needed to determine the percentage of homeowners who support this project.

Mr. Maloney stated that the model used for the Snail Lake Improvement District identified all riparian properties for a per lot fee.

Mayor Martin reported a discussion at the Regional Council of Mayors meeting earlier in the day that focused on the quantity of water in the metro area. The question is whether there is enough water to sustain development in this region. The reaction to augmenting the level of a lake was incredulous. She added that she was not a supporter of the Snail Lake Improvement District when it was initially discussed and only supported it when it was demonstrated that the lake would disappear without augmentation. She believes a survey to homeowners should describe the worst case scenario indicating that homeowners would pay the entire cost of an augmentation project. Without the survey, it is not known at what level residents support this project. The survey and information to be presented at the Board meeting in May should indicate that if this project were to proceed, the cost might be \$2.5 million or more which would have to be divided by the 207 properties. If homeowners are willing under those circumstances to move forward, then the Council can decide whether to participate and at what level.

Councilmember Quigley stated that he would want to know exactly the feelings expressed by homeowners on any survey done to determine any City involvement. He sees any assessment on the value of property for homeowners who live on the lake and questioned any assessed value for non-riparian homeowners.

Councilmember Johnson noted the continuous communication about augmentation. It is important to involve a neutral party to conduct the survey and determine who, living on the lake, is willing to spend the money. She does not have a good understanding of who of the 207 are willing to participate in cost. Mr. Krinkie responded that in the first survey 88% indicated a willingness to participate, which is very strong. Homeowners are already paying a large amount of the cost to control invasive species.

Councilmember Quigley stated that the initial survey results are based on the culture of the lake community, not independent responses. A survey from an outside source might be more valid. Mr. Krinkie stated that the survey was by individual vote, one vote per house.

Councilmember Johnson stated that if she were a TLHA member, she would want any survey to describe the full picture of what it would cost her as a homeowner. She questioned whether enough technical information was available to all homeowners on the first survey to understand the full cost of augmentation.

Board members agreed that more technical information is now known from the feasibility study. There is also information on how clean the lake can be. A full engineering study is needed to have a solid cost. The biggest responsibility is to inform homeowners, and emotion needs to be taken out of the conversation and decision.

Mr. Cossack added that the question asked over and over by homeowners is to what extent the City will participate. There will be some who find it difficult to participate, but there will be financing for those who need it.

Mayor Martin stated that it would be difficult to support this project without knowing the level of support by homeowners on the lake. There are as many communicating with the Council on not supporting augmentation as those who support it. She is concerned that this is a divisive situation that could potentially bring lawsuits that could add to costs of the project. In order to prevail on assessments in a lawsuit, the City would have to prove benefit, which can be difficult. The fact that the lake level varies according to precipitation is different from Snail Lake or White Bear Lake. She would need to know that a strong majority of residents are asking for this project. In order to get that information, it is necessary to ask them if they would be willing to pay the full amount. If the City were to participate, the price would then be less.

Councilmember Wickstrom stated that if there are 207 properties around the lake and four are public, the maximum City support she would agree to would be 2%. Snail Lake is different because it would cease to exist without augmentation. That was proven a few years ago when zebra mussels were found and the augmentation pumping had to stop. The lake became a muddy mess. That is not the case with Turtle Lake, which varies in its level. Also, there is far more public land around Snail Lake than Turtle Lake. The 40% cost participation with Snail Lake is not nearly justified with Turtle Lake. The initial survey questions to TLHA homeowners were asked in such a way that solicited support. Misleading information was circulated ahead of the survey indicating the lake level would not likely rise again, but the lake level has risen. She stated her opposition to augmentation. However, if augmentation were to occur, she would want to be sure the water quality is not like Charlie Lake, which then flows to Pleasant Lake, then Sucker Lake and Snail Lake. There is a color difference between Snail Lake and Turtle Lake. Snail Lake water has a reddish, rust cast to it. If the Council wants to pursue this, she would want at least 80% to 85% of support from homeowners. There is a lot of opposition to an augmentation project from lakeshore owners.

Mr. Cossack stated that state statute defines support for a Lake Improvement District as needing 50+%. Mr. Schroeder stated that 51% voting yes and 49% voting no for a LID will not build community. The last survey was done in 2013, but the Board has much more information now that can be presented to homeowners in May.

Councilmember Wickstrom responded that the TLHA Board cannot form a LID on its own. A governmental taxing authority is ultimately needed to support a project.

Mr. Krinkie stated that one of the biggest issues is to communicate a realistic amount of homeowner share of the cost. The survey should not be done by the TLHA.

Mayor Martin agreed that the survey would have more credibility from a neutral party. There needs to be agreement between the Board and the City on the questions posed and how the cost is described. The cheapest route for a water source may not be the best. She is not sure that question should be in the survey.

Councilmember Johnson agreed and stated that it is better to rely on professional experts. Neither the Board nor the City should try to come up with the survey questions. Mr. Schwerm added that the consultant who conducts the City's Community Survey does municipal surveys all over the metro area, including referendums and working with specific taxing levels.

Councilmember Quigley stated that the next survey must identify the water source for augmentation, clarity level of the lake, screening as well as the costs. Engineering specifics need to be included in the survey.

Mr. Maloney expressed his concern that if the survey is too technical, an ability to analyze the technicalities will be needed to understand what is being asked. Mr. Cossack responded that it would be better to base the survey on a dollar level, not the technicalities of which source of water might be used. Depending on how much money is supported would determine the source and type of infrastructure.

Mr. Cossack asked what dollar amount should be used on the survey. Mayor Martin responded that the maximum cost should be used as if the City were not participating in the cost. If the City does participate, then the cost would be less to homeowners. Mr. Schwerm added that the cost estimate from SEH is at \$2 million to \$2.5 million. If the cost of \$2.5 million is used, then an assessment amount can be determined. The technical information can be communicated at the Annual Board meeting in May.

Mr. Schwerm stated that if there is 70% to 80% response to the survey, statistically it can be estimated that the remaining homeowners' responses would be similar to what was reported by those who responded. If there is a 30% response, there could be much more variation in the responses of those who did not respond. Phrasing of questions is important and should be reviewed by professionals who have expertise in survey design. Different parameters of cost can be used to find out what dollar amount would be supported.

Councilmember Quigley agreed with staff's recommendation to determine the level of property owner support with specific cost and potential assessments included in the survey. Determining the level of support needs to occur prior to any continuing discussion about cost sharing or the formation of a LID.

Councilmember Wickstrom asked what would happen if some people did not pay. Mr. Schwerm explained that assessments would be collected through annual tax payments. Non-payment would mean not paying taxes.

Councilmember Wickstrom expressed her added concern about precedent and where the Council should draw the line with residents on other lakes who have asked for help. An example is Kerry Lake. Those residents have asked the City for years to help clean the lake with dredging.

Councilmember Springhorn stated that this has become an intense issue. If there is not a high level of support from Turtle Lake homeowners, it would be difficult to ask other residents in the City to spend their tax dollars on this project.

Mayor Martin stated that SEH representatives will attend the Annual Meeting for TLHA on May 18, as well as Mr. Maloney. After that meeting when people are informed about the study, a professional survey consultant will be contacted to develop a survey with both the City and TLHA Board agreeing on the questions. Mr. Schwerm added that since there will be a limited number of questions, consultant work for the survey should not be too costly. There would be mail costs.

Mr. Krinkie stated he would like to see the survey prepared in time for the May meeting, when it could be handed out. People would take the survey home, answer the questions and mail it back.

### **REVIEW OF POTENTIAL PROPERTY ACQUISITION FOR BOBBY THEISEN PARK**

Mr. Schwerm reported the property owner at 910 County Road E contacted the City to ask if there would be interest in purchase of the property to add to Bobby Theisen Park. After an initial discussion with the Council, staff was asked to contact the two adjacent property owners to find out their future plans. There are three residential properties surrounded by Bobby Theisen Park. The property at 910 sits between the other two. The owners at 902 County Road E responded that they had just completed significant reinvestment in their property and are not interested in selling. There has been no response from the property owner at 950 County Road E. As 910 is the middle property of the three, one option would be to acquire it and hold it until the City can acquire the other two properties before making an addition to the park. Until that time, options for rental could be explored. While these property acquisitions would be a nice addition, they are not critical to the park. Possible purchase was identified in the Comprehensive Plan but is not a priority at this time.

Councilmember Johnson noted that the property owner who has made a significant reinvestment must be planning to stay. One issue is there is no sidewalk along County Road E. She would only support acquisition if a trail would be included. Mr. Schwerm stated that the best time to put in a trail is with road work, which is not scheduled for some time. Staff explored extending the trail to Lexington Avenue when the Owasso Street realignment project was completed but it was expensive.

Mayor Martin stated that she would not want to purchase the property at 910 (the middle property) because the City could be held hostage by the other two properties. She suggested the three property owners be contacted about the City's interest in the long range future.

Councilmember Quigley agreed there is no current need. The timing is not right. This issue will be solved with time.

It was the consensus of the Council to not move forward with a purchase at this time.

### **REVIEW OF WILSON PARK IMPROVEMENTS**

Mr. Schwerm stated that the CIP for 2016 includes replacement of playground equipment and the addition of a park shelter at Wilson Park. These improvements have been delayed since 2012 due to other priorities. There are now some issues with the playground equipment. It cannot be

repaired because the equipment is so old parts are no longer available. Staff is recommending work with WSB Associates to prepare plans and specifications to replace the playground equipment and build a new park shelter. WSB is the consultant the City worked with on Sitzer and Bucher Park project. The Wilson Park Master Plan shows the playground being moved from the south side of the tennis courts to the north side to make it more accessible to those attending youth baseball games.

Councilmember Quigley expressed interest for the County hockey rink arena to be retained because it is used by young children. Mr. Schwerm stated that in addition to new refrigeration, it is his hope the County will also upgrade the outside appearance.

Councilmember Johnson stated that property owners build their own rinks in their back yards. It does not appear that usage for hockey rinks is as high as for social skating. Mr. Schwerm noted that there is a report showing usage of the rinks for the last 10 years that will be sent to the Council.

Mayor Martin questioned the popularity of hockey rinks and whether to focus on use of the County arena and not keep up local neighborhood park rinks. She does not want to spend a lot of money on relocating rinks but supports the plan to replace the playground equipment and put in a park shelter.

## **OTHER ISSUES**

### **Anniversary Celebration**

Mayor Martin noted that in one year the City will celebrate its 60th Anniversary. She asked how the Council would like to proceed in planning a celebration. It was the consensus of the Council to plan extra celebration recognition with the *Slice of Shoreview* but not as an elaborate celebration as the 50th.

### **Polling Site**

Mr. Schwerm reported that St. Odilia will no longer allow the school to be used as a polling place because of the concern with the school access. Staff believes the best option would be to combine precincts 1N and 2 and use the polling location at Shepherd of the Hills, which is an excellent polling location and has good access.

It was the consensus of the Council to combine precincts 1N and 2 to poll at Shepherd of the Hills.

The meeting adjourned.

**CITY OF SHOREVIEW  
MINUTES  
REGULAR CITY COUNCIL MEETING  
March 21, 2016**

**CALL TO ORDER**

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on March 21, 2016.

**PLEDGE OF ALLEGIANCE**

The meeting opened with the Pledge of Allegiance.

**ROLL CALL**

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

Councilmembers Johnson and Springhorn were absent.

**APPROVAL OF AGENDA**

MOTION: by Councilmember Wickstrom, seconded by Councilmember Quigley to approve the March 21, 2016 agenda as submitted.

VOTE: Ayes - 3 Nays - 0

**PROCLAMATIONS AND RECOGNITIONS**

There were none.

**CITIZEN COMMENTS**

There were none.

**COUNCIL COMMENTS**

**Mayor Martin:**

Reported a meeting with other Mayors of the Municipal Legislative Commission (MLC) and the Governor. It was an informal opportunity to discuss the legislative agenda supported by the MLC. Mayor Martin was also able to discuss the importance of the new interchange at I-694 and Rice Street and how economic development on all four quadrants of the intersection is on hold waiting for the improvements.

**Councilmember Wickstrom:**

The annual tree sale is being held at this time. Information is available on the City's website and in the newsletter.

The next Environmental Quality Committee Speaker Series will be April 20, 2016. The topic is *Shoreview's State of the Waters*. The presentation will be at 7:00 p.m. in the Shoreview City Council Chambers. The presentation is also available on the City's website and on local TV station Channel 16.

**CONSENT AGENDA**

**MOTION:** by Councilmember Quigley, seconded by Councilmember Wickstrom to adopt the Consent Agenda for March 21, 2016, as presented and all relevant resolutions for items Nos. 1 through 12:

1. March 7, 2016 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes:
  - Public Safety Committee, January 20, 2016
  - Human Rights Commission, February 22, 2016
  - Planning Commission, February 23, 2016
3. Monthly Reports:
  - Administration
  - Community Development
  - Finance
  - Public Works
  - Park and Recreation
4. Verified Claims in the Amount of \$944,872.71
5. Purchases
6. Adoption of Administrative Penalties for Tobacco Violations--Shoreview BP Group, Croix Convenience, Shoreview Exxon, and North Suburban BP
7. Approval of 2016 Consultant Services Agreement - Housing Resource Center
8. Approve Plans and Specifications and Order Taking of Bids - Virginia, Dennison, Lilac and Grand Avenue Reconstruction, CP 16-01 and CP 16-02
9. Approve Fixed Pay Estimate - Modified Owasso Street Realignment, CP 09-12
10. Approval of 2016 Lease - Greater Metropolitan Housing Corporation
11. Developer Escrow Reduction
12. Award of Quote - Running Track Surface Replacement

**VOTE:**                      Ayes - 3                                      Nays - 0

**PUBLIC HEARINGS**

There were none.

**GENERAL BUSINESS****ACCEPT BID AND AUTHORIZE CONSTRUCTION CONTRACT - WELL #6, RAW WATER PIPELINE, CP 16-06****Presentation by City Engineer Tom Wesolowski**

The City is in the process of constructing a Water Treatment Plant to remove iron and manganese from the City's groundwater supply. All City wells have the capability to pump groundwater to the Water Treatment Plant except Well No. 6. Well No. 6 is in Turtle Lake Park and connects directly to the water distribution system. A new pipeline is proposed directly from Well No. 6 to the new Water Treatment Plant. There is a 50-foot Xcel easement along the pipeline route that will ease installation. Xcel has agreed to a permit for the City to install the pipeline within the easement.

Plans and specifications were approved by the City Council on February 16, 2016. Bids were opened March 10, 2016. The base bid is for a directionally drilled 14-inch pipeline. The pipe will be bored into the ground. The bid included three alternates: 1) install fiber optic conduit in the easement for communication purposes to well No. 6; 2) open cut a portion of the pipeline from the well house to the easement in lieu of drilling; and 3) unit price for open cut as needed.

Two bids were received for the project: GM Contracting is the low bidder at \$432,270.95. After discussion with the City's IT Department, it was determined that communication can be provided more economically than what was bid. Therefore, Alternate No. 1 is not recommended. Alternate No. 2 is also not recommended because that work would be more expensive than boring the pipe in. The base bid is a significant 13% below the Engineer's estimate of \$500,000. The estimate of \$500,000 includes administration costs and a contingency. Funding was included in the last bond issue and will be repaid from the Water Fund. Staff is recommending acceptance of the base bid submitted by GM Contracting, Inc. in the amount of \$432,270.95.

Councilmember Quigley noted that Well No. 6 is isolated from all the other wells in the City that are clustered near the Water Treatment Plant. He asked the reason to keep Well No. 6 open. Mr. Wesolowski explained that Well No. 6 produces the highest capacity of water and is needed for heavy consumption in the summer. Well No. 6 also has some of the highest iron content, which would make it counterproductive to not include it in the Water Treatment Plant system.

Councilmember Wickstorm asked the schedule of completion. Mr. Wesolowski stated that the water main will be completed by the end of June. The Water Treatment Plant is scheduled to be completed by late summer or early fall.

**MOTION:** by Councilmember Wickstrom, seconded by Councilmember Quigley to adopt Resolution No. 16-21 accepting the base bid from GM Contracting, Inc. for the Well 6 Raw Water Pipeline, City Project 16-06 and authorize the Mayor and the City Manager to execute a construction contract in the amount of \$432,270.95.

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

**REQUEST FOR CONTRIBUTION--EMMET D. WILLIAMS PLAYGROUND**

**Presentation by City Manager Terry Schwerm**

In December 2015, the City received a request from Emmet D. Williams PTA for a \$5,000 financial contribution toward the new playground planned at the school. Since the mid-1990s, the City has contributed to playground renovations at almost every elementary school in the City. The City's policy is for a contribution up to \$5,000, but no more than once every 10 years. The policy results from the fact that school playgrounds also serve the wider community and serve youth during the summer months.

The playground at Emmet D. Williams was last renovated in the early 2000s. Over \$40,000 has now been raised for the project. The Parks and Recreation Commission reviewed this request at their January 2016 meeting and unanimously recommends this request be approved.

Mayor Martin asked if the City of Roseville would be making a contribution. Mr. Schwerm answered at this time Roseville has a number of their own park projects in progress and will not contribute to this one.

MOTION:     by Councilmember Wickstrom, seconded by Councilmember Quigley to approve a \$5000 contribution to the Emmet D. Williams Elementary School playground project, consistent with the City's adopted policy.

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

**ADJOURNMENT**

MOTION:     by Councilmember Quigley, seconded by Mayor Martin to adjourn the meeting at 7:20 p.m.

VOTE:                        Ayes - 3                        Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2016.

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Terry Schwerm  
 Assistant City Manager

# SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

## Meeting Minutes

February 4, 2016

### 1. CALL TO ORDER

The meeting was called to order at 7:04 p.m.

### 2. ROLL CALL

Members Present: Craig Francisco, Ted Haaf, John Hakes, Bob Johnson, Jay Martin, Craig Mullenbach, Keith Severson, Mark Stange and Bill Zerfas

Members Absent: None

Guests: None

City Staff: Mark Maloney, David Yang

### 3. APPROVAL OF AGENDA

The committee added items concerning Snail Lake Trail and general traffic safety discussion, then approved the updated agenda.

### 4. APPROVAL OF MEETING MINUTES

The minutes of the December 3, 2015 meeting were reviewed and approved by consensus of the Committee.

### 5. COMMITTEE DISCUSSION ITEMS

Following brief introductions, the committee discussed the recommendation to consider rotation of the chair position. It was the consensus of the committee to plan for the selection of a new chair at their next scheduled meeting in March.

Staff presented highlights from the most recent Public Works Department monthly staff report. There was a brief discussion concerning the winter maintenance efforts by

Ramsey County around Snail/Grass Lake Regional Parks as well as the snow related work performed by the Dept. of Corrections labor crew. Staff shared the observation that lately there tended to be more concern for the timeliness of snow removal from sidewalks and trails than roads in the community, especially within walking distance of the schools.

There was a discussion of the major infrastructure projects planned in the community for 2016, including the Virginia/Dennison Neighborhood and Grand Avenue near Lake Wabasso. It was pointed out that the design for the new extension of Grand Avenue included a short segment of permeable pavement. The committee also discussed the public utility work that the City was performing in conjunction with MnDOT's I-694 project. Also pointed out was an initiative planned for 2016 where City staff would identify and document all issues concerning pedestrian crossings in the community, to ensure consistency in pavement markings, signage, sight distance, etc.

The committee reviewed their activities associated with the Slice of Shoreview, including all Tour de Trails functions, booth staffing, drop-off/pick of bike racks, City trail maps, and any possible connections with local businesses for promotion of the event.

For the benefit of the new members, the committee briefly reviewed the priorities for trail projects, including the Co. Rd. J gap between Grotto and St. Albans, and the need for a floating boardwalk section(s) in Snail Lake Park. The committee also discussed locations in County Road corridors (e.g. Hodgson Rd., Soo St.) that are deficient. There was also a brief discussion regarding how speed limits are governed under state law and how that impacts roadway designs.

The meeting was adjourned at 8:30 P.M.

# SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

## Meeting Minutes

March 3, 2016

### 1. CALL TO ORDER

The meeting was called to order at 7:06 p.m.

### 2. ROLL CALL

Members Present: Craig Francisco, Ted Haaf, John Hakes, Bob Johnson, Jay Martin, Craig Mullenbach, and Bill Zerfas

Members Absent: Keith Severson and Mark Stange

Guests: None

City Staff: Mark Maloney, David Yang

### 3. IDENTIFICATION OF COMMITTEE CHAIR

The committee selected Jay Martin as chair.

### 4. APPROVAL OF AGENDA

The committee added items concerning Snail Lake trail flooding and bus stop/ traffic safety discussion, then approved the updated agenda.

### 5. APPROVAL OF MEETING MINUTES

The minutes of the February 4, 2016 meeting were reviewed and approved by consensus of the Committee.

### 6. COMMITTEE DISCUSSION ITEMS

The most recent Public Works monthly report was discussed. It was pointed out that the Public Works Department had recently assumed all the Emergency Management activities for the City. There was a brief discussion concerning the recent lead

contamination issue in the Flint, Michigan public water supply, and how Shoreview's water supply was being managed to avoid a similar scenario. Staff provided an update of the Know Your Flow Water Conservation Program, and that all 400 volunteers were now on-board. There was brief discussion concerning the progress of the water treatment plant project as well as the city's commitment to build a left turn lane from eastbound Highway 96 to facilitate the Kowalski's re-use of the former Rainbow property.

Public Works Staff Engineer David Yang gave the committee a presentation concerning crosswalk and pedestrian ramp topics in the community. The recent installation of the pedestrian crossing flashing beacon near Island Lake Elementary School was discussed, and how it served as a catalyst for an effort to have an accurate inventory of crosswalks throughout the city. David indicated that he would be working on this inventory (and assessment) as time permitted in 2016.

The committee inquired as to the ownership and maintenance responsibilities for a portion of paved trail between Lexington Avenue and Island Lake. Staff would look into it and report at a future meeting. There was also discussion concerning access to bus stops in the community.

The meeting was adjourned at 8:36 P.M.

# DRAFT

## Minutes

### ENVIRONMENTAL QUALITY COMMITTEE

March 28, 2016 7:00 PM

#### 1. CALL TO ORDER

The meeting was called to order at 7:07PM.

#### 2. ROLL CALL

Members Present: Tim Pratt, Lisa Shaffer-Schrieber, Susan Rengstorf, Lynne Holt, Paige Ahlborg, Leslie Sharkey

Members Absent: John Suzukida, Srinivasa Tala, Kathy Radosevich

Staff Present: Neva Widner

A member of the community attended the EQC meeting to discuss the topic of water retention ponds on private property and the City's maintenance of them. Over the lifetime of the pond sediment and toxins have built up and this resident has been raising awareness to the city's leadership and employees. EQC members acknowledged that runoff from nearby lawns, driveways, and streets accumulate in these ponds, and thanked the resident for sharing his time and concerns. Paige mentioned that the Ramsey Washington Metro Watershed District was just completing an inventory with recommendations for these storm ponds in their region (generally the southern half of Shoreview) and she said that the resident could check in with the Ramsey Conservation District or Rice Creek Watershed District for the pond in their region.

#### 3. APPROVAL OF AGENDA

The agenda was approved with the addition of the introduction of a new member and an update on the BizRecycling program.

#### 4. APPROVAL OF MEETING MINUTES – January 25, 2015 and February 22, 2016

The January 25 and February 22 meeting minutes were approved with no changes.

#### 5. BUSINESS

##### A. Welcome new members

Leslie Sharkey was introduced as the newest member of the EQC. Leslie has been a resident in Shoreview for 12 years after moving from the east coast and is a veterinarian working at the University of Minnesota.

##### B. Workplan Tasks

###### a. Speaker Series 2016

**Review: March 16<sup>th</sup>:** Mark Maloney, Innovative Infrastructure in Shoreview

EQC members agreed this presentation was well attended, with 15 present attendees. The audience was highly engaged in the presentation and Mark did an excellent job highlighting and explaining different projects in Shoreview and the history behind some of the infrastructure.

**Upcoming: April 20<sup>th</sup>:** Eric Korte, Shoreview State of the Waters. Paige will be introducing Eric and his Ramsey County counterpart.

b. Finalize Annual Report and send to City Council-

Members discussed the Final report and had minor changes to formatting. The recommendations for the water quantity and quality section for further water restrictions were discussed and members decided to send in their comments to Neva.

C. Public Works Update

- a. Proposed Beekeeping Regulations- Neva shared a memo from Kathleen Castle, the City Planner on a proposed Beekeeping amendment for City Code which would clarify the process and requirements for beekeeping within City limits. EQC members mentioned concern regarding the potential for diseases to spread from the domestic hives to native pollinators in the City. Leslie also mentioned that beekeeping is generally an activity with European domesticated honeybees, which should not fall under the 'non-domestic' animal description.
- b. Water Conservation Program Update- Neva reported that all volunteers have been recruited and the grant administrators have given the green light to bring in WaterSmart to assist with the water usage reports.
- c. BizRecycling: Neva reported that she has visited 4-5 businesses in Shoreview, but more effort is needed to help get the word out on the Biz Recycling program. Paige mentioned that somehow keeping a list of companies that have been approached would help for EQC members to stay up to date and know which businesses they could help reach out to.

D. Other-none

E. Adjournment -8:43PM

Next regular meeting – **April 25, 2016**

# MOTION SHEET

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

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

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

Date	Description	
03/18/16	Accounts payable	\$472,762.72
03/23/16	Accounts payable	\$93,625.08
03/30/16	Accounts payable	\$167,068.99
03/31/16	Accounts payable	\$224,598.37
	<b>Sub-total Accounts Payable</b>	<b>\$ 958,055.16</b>
04/01/16	Payroll (including direct deposits)	\$157,239.66
	<b>Sub-total Payroll</b>	<b>\$ 157,239.66</b>
	<b>Total</b>	<b>\$ 1,115,294.82</b>

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Springhorn		
Martin		

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ALLEN, DEANNE	MINUTES - 2/23/16 PC, 3/7/16 CC	101	40200	3190		001	\$200.00	\$350.00
		101	44100	3190			\$150.00	
AUTOMOTIVE REFLECTIONS	INS CLAIM CA14094/UNIT 611 REPAIR	260	47400	4340			\$629.03	\$629.03
COMLINK MIDWEST	TROUBLESHOOT FIBER OUTAGE	260	47400	4340			\$402.50	\$402.50
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 03-18-16	101	21720				\$9,439.16	\$9,439.16
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS:03-18-16	101	20420				\$156.50	\$156.50
DAVE'S SPORT SHOP	SOFTBALL ORDER	225	43510	2170		001	\$1,172.64	
GENESIS EMPLOYEE BENEFITS INC	FLEX - MED/DEPENDENT CARE 03-11-16	101	20431				\$2,963.00	\$3,125.50
		101	20432				\$162.50	
GENESIS EMPLOYEE BENEFITS INC	FLEX - MED/DEPENDENT CARE 10-23-15	101	20431				\$1,591.46	\$1,591.46
GENESIS EMPLOYEE BENEFITS INC	VEBA CONTRIBUTIONS:03-18-16	101	20418				\$6,075.00	
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:03-18-16	101	21750				\$7,073.21	\$7,073.21
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS:03-18-16	101	20430				\$1,415.00	\$1,415.00
INTERNATIONAL SOCIETY OF ARBOR	PROFESSIONAL MEMBERSHIP-FORESTRY	101	42050	4330			\$170.00	\$170.00
LEAGUE OF MN CITIES INS TRUST	INS CLAIM: SLADE REIMBURSEMENT	260	47400	4340			\$100.00	\$100.00
MENARDS CASHWAY LUMBER **FRIDL	PAINT FOR WELLS	601	45050	2280		005	\$133.87	\$133.87
MENARDS CASHWAY LUMBER **FRIDL	FLOOR PAINT WELL 5	601	45050	2280		005	\$252.98	\$252.98
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE:03-18-16	101	20435				\$141.50	\$141.50
MINNESOTA DEPT LABOR AND INDUS	BUILDING SURCHARGE REPORT:FEB 2016	101	20802				\$601.83	\$576.83
		101	34060				-\$25.00	
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB:03-18-16	101	20420				\$36.00	\$36.00
MINNESOTA REVENUE	ID #L2033553984	101	20435				\$150.00	\$150.00
MUNICIPAL BUILDERS INC	WTP CONSTRUCTION PROJ # 14-02	454	47000	5900			\$340,848.60	\$340,848.60
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 03-18-16	101	21740				\$31,332.29	\$31,332.29
PUBLIC EMPLOYEES RETIREMENT AS	PERA DEFINED CONTRIBUTION:03-18-16	101	21740				\$251.30	\$251.30
SHORT ELLIOTT HENDRICKSON, INC	ANNUAL BRIDGE INSPECTION	101	42200	3190			\$270.00	\$270.00
SRF CONSULTING GROUP INC	DESIGN I694 WATERMAIN RELOCATE CP 15-10	425	47000	5910			\$6,756.10	\$6,756.10
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX:03-18-16	101	21710				\$23,472.38	\$59,703.70
		101	21730				\$29,363.80	
		101	21735				\$6,867.52	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS:03-18-16	101	20420				\$43.00	
W S & D PERMIT SERVICE	PERMIT REFUND 2016-00302 985 GLEN PAUL	101	32500				\$488.15	\$506.55
		101	20802				\$13.40	
		101	34850				\$5.00	
WIMACTEL INC.	PAYPHONE TELEPHONE	101	40200	3210		001	\$60.00	\$60.00
							Total of all invoices:	\$472,762.72
								=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
AMBROSE, JOELLE	RSV# 1187863 REFUND REFUND	220	22040					\$25.00	\$25.00
ARNT CONSTRUCTION CO INC	FINAL PAYMENT CP 09-12	571	47000	5900				\$18,700.00	
ASOKAN, ANANDHAKUMAR	PASS APRESF TYPE: ANNUAL MEMBERSHIPS PA	220	22040					\$510.19	\$510.19
BRICENO, LAURA	RSV# 1187854 REFUND REFUND	220	22040					\$25.00	\$25.00
BURQUE, CYNTHIA	RSV# 1187816 REFUND REFUND	220	22040					\$25.00	\$25.00
CHHEM, ANGELA	RSV# 1187828 REFUND REFUND	220	22040					\$25.00	\$25.00
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$333.12	\$333.12
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$335.76	\$335.76
COMCAST	MONTHLY CABLE SERVICE - CC	220	43800	3190		001		\$184.39	\$184.39
COMMERCIAL ROOFING AND SHEET M	SKY LIGHTS FOR BOOSTER STATION	601	45050	3190		003		\$1,800.00	\$1,800.00
COUNTRY SIDE SERVICES	EROSION RED 4704 LAURA LN RES 16-17	101	22030					\$500.00	\$500.00
DOLKAR, KALSAND	RSV# 1187851 REFUND REFUND	220	22040					\$25.00	\$25.00
EICHTEN, ANGELA	RSV# 1187842 REFUND REFUND	220	22040					\$25.00	\$25.00
GENESIS EMPLOYEE BENEFITS INC	FLEX - MED/DEPENDENT CARE 03-25-16	101	20431					\$4,684.67	\$4,847.17
		101	20432					\$162.50	
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
HAYEK, NICOLE	RSV# 1187837 REFUND REFUND	220	22040					\$100.00	\$100.00
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$633.70	\$633.70
HEYMER, JILL	RSV# 1187810 REFUND REFUND	220	22040					\$25.00	\$25.00
HOFFARD, THERESA	MILEAGE TO LMC MEETING	101	40200	4890				\$11.77	
HORIZON COMMERCIAL POOL SUPPLY	CPO RENEWAL FOR BUCK	220	43800	4500				\$195.00	\$195.00
HOWELL, LINETTE	RSV# 1187834 REFUND REFUND	220	22040					\$25.00	\$25.00
JEFF ELLIS & ASSOCIATES, INC	AQUATIC SAFETY AUDIT-SPRING	220	43800	3190		007		\$850.00	\$850.00
JOHNSON CONTROLS INC	CHILLER REPAIRS CC	220	43800	3810		003		\$787.69	\$787.69
JOHNSON, MELISSA	RSV# 1187852 REFUND REFUND	220	22040					\$25.00	\$25.00
LAKE SCHOOLS-EXT, WHITE BEAR	CREDIT BALANCE REFUND REFUND	220	22040					\$45.30	\$45.30
LAMMINEN, LEEANNA	RSV# 1187822 REFUND REFUND	220	22040					\$25.00	\$25.00
LAVALLE, MIKE	RSV# 1187865 REFUND REFUND	220	22040					\$50.00	\$50.00
LAVERDIERE, NANCY	GENEALOGY SOFTWARE	220	22040					\$30.00	\$30.00
LEMKE, THOMAS	RSV# 1187836 REFUND REFUND	220	22040					\$25.00	\$25.00
LOR, PAKOU	RSV# 1187872 REFUND REFUND	220	22040					\$100.00	\$100.00
MADISON NATIONAL LIFE	LONG TERM DISABILITY: APRIL 2016	101	20412					\$2,006.35	\$2,006.35
MALLOY, MONTAGUE, KARNOWSKI,	2015 AUDIT PROGRESS BILLING THRU 2/29/16	101	40500	3190		001		\$602.80	\$1,370.00
		601	45050	3010				\$383.60	
		602	45550	3010				\$383.60	
MATHESON TRI-GAS INC	CO2 FOR WHIRL POOL	220	43800	2160		002		\$106.91	
MCCAREN DESIGNS INC	MONTHLY HORTICULTURE SERVICES	220	43800	3190		007		\$1,196.00	\$1,196.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
MCENTIRE, ANGIE	RSV# 1187849 REFUND REFUND	220	22040					\$25.00	\$25.00
MCMaster CARR SUPPLY CO	REPAIR SUPPLIES POOL FLOATABLES	220	43800	2240		003		\$446.45	\$446.45
MEHLHORN, NATALIE	RSV# 1187818 REFUND REFUND	220	22040					\$25.00	\$25.00
MINNESOTA DEPARTMENT OF HEALTH	VIRGINIA/GRAND CP#16-01,02 PLAN REVIEW	578	47000	5950				\$150.00	\$150.00
MINNESOTA DEPT OF HUMAN SERVIC	COMMUNITY CENTER CLEANING	220	43800	3190		002		\$157.50	\$157.50
MINTERWEISMAN CO DBA CORE-MARK	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$408.72	\$408.72
MOUA, PA	RSV# 1187832 REFUND REFUND	220	22040					\$25.00	\$25.00
MUELLNER, CHRISTINA	RSV# 1187870 REFUND REFUND	220	22040					\$25.00	\$25.00
NIEMIEC, ALICIA	AQUATICS - LEVEL 1	220	22040					\$75.00	\$75.00
NORTH STAR MINI STORAGE	STORAGE UNIT FOR SLICE	270	40250	3950		001		\$1,656.00	\$1,656.00
ORIENTAL TRADING COMPANY	EGG HUNT SUPPLIES	225	43580	2172		001		\$73.46	\$73.46
PANKRATZ, NATHAN	RSV# 1187867 REFUND REFUND	220	22040					\$25.00	\$25.00
PRECISION DYNAMICS CORPORATION	COMMUNITY CENTER WRISTBANDS	220	43800	3390		001		\$74.46	\$74.46
RITA'S ITALIAN ICE OF MAPLE GR	REFUND SLICE FOOD VENDOR/RITAS ITALIAN	270	34900			318		\$525.00	\$525.00
SADIES CONCESSIONS	REFUND FOR SLICE FOOD VENDOR/SADIES	270	34900			318		\$525.00	\$525.00
SAM'S CLUB DIRECT	COFFEE SERVICE SUPPLIES	220	43800	2591		003		\$244.32	\$244.32
SPRINT	2/15/16 - 3/14/16	101	40200	3210		002		\$32.58	\$32.58
STONE, ERIN	RSV# 1187824 REFUND REFUND	220	22040					\$100.00	\$100.00
STRAND, JEANNE	GENEALOGY SOFTWARE	220	22040					\$30.00	\$30.00
SYSCO FOOD SERVICES OF MN, INC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$279.51	\$279.51
SYSCO FOOD SERVICES OF MN, INC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$60.52	\$60.52
VANG, MAY	RSV# 1187844 REFUND REFUND	220	22040					\$25.00	\$25.00
VERIZON WIRELESS	CELL PHONE SERVICE - 2/11/16 - 3/10/16	601	45050	3190				\$400.99	\$935.80
		101	42050	2010				\$35.00	
		101	40200	3210		002		\$474.81	
		601	45050	4330				\$25.00	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$1,289.41	\$1,289.41
WILD MOUNTAIN	DEPOSIT FOR SENIOR TRIP 8/18/2016	225	43590	3174		004		\$100.00	\$100.00
WILS - WOMEN IN LEISURE SERVIC	APRIL MEETING - SOLA, RILEY & SCHUTTA	101	43400	4500				\$45.00	\$45.00
XCEL ENERGY	STORM SEWER LIFT STATION:ELECTRIC	603	45850	4890		003		\$254.52	\$254.52
XCEL ENERGY	MAINTENANCE CENTER: ELECTRIC/GAS	701	46500	3610		001		\$2,949.06	\$7,479.79
		701	46500	2140		001		\$4,530.73	
XCEL ENERGY	SIRENS: ELECTRIC	101	42050	3190				\$63.76	
XCEL ENERGY	STREET LIGHTS: ELECTRIC	604	42600	3610				\$12,825.62	\$12,825.62
XCEL ENERGY	SURFACE WATER: ELECTRIC	603	45900	3610				\$108.53	\$108.53
XCEL ENERGY	BOOSTER STATION: ELECTRIC	601	45050	3610		001		\$211.03	\$211.03
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/NORTH OAKS:ELECT	101	42200	3610				\$46.37	\$46.37
XCEL ENERGY	WELLS: ELECTRIC/GAS	601	45050	3610				\$7,672.77	\$8,572.35
		601	45050	2140				\$899.58	
XCEL ENERGY	COMMUNITY CENTER: ELECTRIC/GAS	220	43800	2140				\$9,067.41	
		220	43800	3610				\$12,390.62	\$21,458.03
Total of all invoices:								\$93,625.08	=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ADVANCED ENGINEERING AND ALLEN, DEANNE	WTP CONSTRUCTION SERVICES CP 14-02	454	47000	5910				\$72,544.29	\$72,544.29
ALLEN, DEANNE	CC MINUTES - 3/14 WORKSHOP, 3/21 CC	101	40200	3190		001		\$400.00	\$400.00
ALLEN, DEANNE	EDA MINUTES - 3/14/16	240	44400	3190		002		\$200.00	\$200.00
BARSNESS, KIRSTIN	MARCH ECONOMIC DEV. CONSULTING	240	44400	3190				\$1,330.00	
		101	22020					\$3,372.50	\$4,940.00
		101	22020					\$237.50	
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001		\$23.25	
BELSON OUTDOORS INC	BENCHES FOR FITNESS LOCKER ROOMS	220	43800	2240		002		\$687.64	\$687.64
C & E HARDWARE	INSECT REPELLANT	603	45850	2180		002		\$28.97	\$28.97
C & E HARDWARE	HOSE CLAMP FOR FORKLIFT	701	46500	2220		002		\$19.90	\$19.90
C & E HARDWARE	FAUCET AERATOR SHOP BATHROOM	701	46500	2220		003		\$5.49	\$5.49
CUB FOODS	EGG HUNT SUPPLIES	225	43580	2172		001		\$38.35	\$38.35
DELTA DENTAL	DENTAL COVERAGE: APRIL 2016	101	20415					\$6,890.30	\$7,220.60
		101	20411					\$330.30	
EGAN COMPANY	OWASSO SIGNAL HEAD REPLACEMENT CP09-12	571	47000	5900				\$35,579.00	
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$23.75	\$23.75
IHS GLOBAL INC.	ANNUAL SUPPORT SUBSCRIPTION:SAFETY MGMT	101	40500	2010		009		\$395.00	\$395.00
JOHNSON ACOUSTICS, INC	CEILING REPLACEMENT ROOM 207	220	43800	3810		003		\$2,433.00	\$2,433.00
JUSTIN ALAN	MAGIC PERFORMANCE SLICE 2016	270	40250	3190		002		\$400.00	\$400.00
MEDICA	HEALTH INSURANCE: APRIL 2016	101	20410					\$64,880.61	\$64,880.61
MINNESOTA METRO NORTH TOURISM	FEB 2016 HOTEL/MOTEL TAX	101	22079					\$18,110.64	\$17,205.11
		101	38420					-\$905.53	
NCPERS MINNESOTA	PERA LIFE INSURANCE: APRIL 2016	101	20413					\$240.00	\$240.00
NEOFUNDS BY NEOPOST	POSTAGE/INVOICE 206435	101	40200	3220				\$42.23	\$42.23
NORTHFIELD LINES INC	CITIZEN ACADEMY BUS TOUR	101	40200	2180	006			\$408.80	\$408.80
NORTHLAND CAPITAL FINANCIAL SE	FITNESS EQUIPMENT LEASE-MARCH 2016	220	43800	3960		005		\$1,388.62	\$1,388.62
ORKIN EXTERMINATING CO INC.	PEST CONTROL SERVICE CC AND CITY HALL	220	43800	3190		004		\$338.78	\$338.78
ORKIN EXTERMINATING CO INC.	PEST CONTROL LARSON HOUSE	101	40800	3190				\$82.54	\$82.54
PRECISION LANDSCAPE & TREE, IN	WO 15-37 810 LAKEVIEW	101	43900	3190		003		\$1,038.04	\$1,038.04
SAFE-FAST INC	SAFETY JACKETS FOR CREW	701	46500	3970		001		\$127.80	\$127.80
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-201 LILAC LN	604	42600	3810		003		\$376.87	
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-5716 LOIS LN	604	42600	3810		003		\$493.89	\$493.89
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-4484 CHURCHILL ST	604	42600	3810		003		\$375.40	\$375.40
TASC	VEBA ADMINISTRATION FEE:HAAS/2009-2015	220	43800	1310				\$309.12	\$309.12
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$1,670.27	\$1,670.27
XCEL ENERGY	LIFT STATIONS: ELECTRIC	602	45550	3610				\$799.52	
XCEL ENERGY	PARKS: ELECTRIC/GAS	101	43710	3610				\$7,469.81	\$8,844.81

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
		101	43710	2140			\$1,375.00	
XCEL ENERGY	TRAFFIC SIGNALS: ELECTRIC	101	42200	3610			\$635.37	
XCEL ENERGY	SLICE OF SHOREVIEW: ELECTRIC	270	40250	3610			\$14.02	\$14.02
XCEL ENERGY	WATER TOWERS: ELECTRIC	601	45050	3610			\$65.87	\$65.87
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/ARDEN HILLS	101	42200	3610			\$47.49	\$47.49
							Total of all invoices:	\$224,598.37

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ABLE HOSE & RUBBER INC.	BANDIT BUCKLES FOR HOCKEY GOAL REPAIRS	101	43710	2240				\$68.96	\$68.96
ABM EQUIPMENT & SUPPLY INC	POWERBAND FOR VAC-CON UNIT 306A	701	46500	2220		001		\$826.41	\$826.41
ALLEN, JAMES	SUMMER CONCERT 6/15/2016 BACKYARD BAND	225	43590	3173		002		\$800.00	\$800.00
APWA	ANNUAL RENEWAL OF PUBLIC WORKS 7 MEMBERS	101	42050	4330				\$1,356.25	\$1,356.25
ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES MAINTENANCE CENTER	701	46500	2183		003		\$224.32	\$224.32
BAUER BUILT TIRE AND BATTERY I	TIRES FOR CUSHMAN BALL CART	701	46500	2230		002		\$273.44	\$273.44
BENNETT MATERIAL HANDLING INC	FORKLIFT RADIATOR RESIVOR TANK	701	46500	3190		002		\$51.72	\$51.72
BFC PRODUCTIONS	SUMMER CONCERT 8/10/2016 2 GIRLS & BOYD	225	43590	3173		002		\$1,500.00	\$1,500.00
BOYER TRUCK PARTS INC.	FUEL TANK STRAPS UNIT 215	701	46500	2220		001		\$115.20	\$115.20
CDW GOVERNMENT, INC	MICROSOFT VDA LICENSES (50)	101	40550	3860		018		\$3,401.50	\$3,401.50
CDW GOVERNMENT, INC	MICROSOFT VDA LICENSES (25)	101	40550	3860		018		\$1,700.75	\$1,700.75
CDW GOVERNMENT, INC	10G NIC REPLACEMENTS FOR VMWARE HOST SVR	422	40550	5800		020		\$2,922.52	\$2,922.52
CDW GOVERNMENT, INC	MONITOR REPLACEMENTS	422	40550	5800		011		\$538.71	\$538.71
CDW GOVERNMENT, INC	SOUND BAR (2) FOR PC MONITORS	422	40550	5800		011		\$66.84	\$66.84
CDW GOVERNMENT, INC	BAR CODE SCANNER FOR SALES OFFICE	101	40550	2180		001		\$110.40	\$110.40
COLLIER COMPUTING CO INC	VMWARE SOFTWARE SUBSCRIPTION RENEWAL	101	40550	3860		011		\$10,176.44	\$10,176.44
DALI FITNESS & ENTERTAINMENT	SUMMER CONCERT 8/17/2016 STIMULUS PACKAG	225	43590	3173		002		\$1,000.00	\$1,000.00
DAVIS LOCK & SAFE	PADDLE LOCKS WELLS AND LIFTS	601	45050	2280		005		\$137.94	\$275.88
		602	45550	2282		001		\$137.94	
DAYSRING PRODUCTIONS INC	PROJECTOR LAMPS FOR COMMUNITY ROOM	230	40900	3190				\$5,127.99	\$5,127.99
DAYSRING PRODUCTIONS INC	BANQUET ROOM VIDEO SYSTEM FINAL PAYMENT	230	40900	5800				\$2,178.31	
DUSTY'S DRAIN CLEANING	VIDEO OF 821 CANNON	602	45550	3190		002		\$200.00	\$200.00
FERGUSON WATERWORKS #2516	CURB BOX PARTS	601	45050	2280		004		\$38.40	\$38.40
FERGUSON WATERWORKS #2516	SEWER REPAIR PARTS	602	45550	2280		002		\$591.31	\$591.31
GRAINGER, INC.	CLEANING SUPPLIES CC	220	43800	2110				\$114.99	\$114.99
GRAINGER, INC.	CLEANING SUPPLIES CC	220	43800	2110				\$76.30	\$76.30
GRAINGER, INC.	CLEANING SUPPLIES CC	220	43800	2110				\$261.20	\$261.20
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$209.34	\$209.34
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$94.65	\$94.65
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$93.16	\$93.16
GRANICUS, INC	QUARTERLY- WEB STREAMING	230	40900	3190		004		\$1,500.00	\$1,500.00
HAWKINS, INC.	FLUORIDE AND CHLORINE	601	45050	2160		001		\$413.45	\$413.45
HUGO EQUIPMENT COMPANY	2 ECHO SRM 225 WEED WHIPS	101	43710	2400				\$319.98	\$319.98
HUMMINGBIRD FLORAL/FLORATIF	FUNERAL ARRANGEMENT - BOSS	101	40200	4890		001		\$75.95	\$75.95
INNOVATIVE OFFICE SOLUTIONS LL	GENERAL OFFICE SUPPLIES	101	40210	2180				\$20.56	\$189.08
		101	40200	2010		002		\$63.36	
		101	43400	2010				\$105.16	
INNOVATIVE OFFICE SOLUTIONS LL	GENERAL OFFICE SUPPLIES	101	40200	2010		006		\$157.93	\$168.53
		101	44100	2010				\$3.16	
		225	43555	2170				\$7.44	
JB WIRELESS	CELL PHONE SIGNAL AMPLICATION PROJECT	422	40550	5800		006		\$8,995.00	\$8,995.00
JOHN DEERE COMPANY	JD1585 FIELD MOWER	701	46500	5800				\$40,270.90	
KALK, JAY	SUMMER CONCERT 7/13/2016 CHURCH OF CASH	225	43590	3173		002		\$1,000.00	\$1,000.00
LARSON COMPANIES	VEHICLE FILTERS	701	46500	2220		001		\$33.88	\$33.88
LILLIE SUBURBAN NEWSPAPERS INC	SPRING & SUMMER JOB AD	101	40210	3360		001		\$1,032.00	\$1,032.00
LILLIE SUBURBAN NEWSPAPERS INC	PT CUSTODIAN	101	40210	3360		001		\$172.00	\$172.00
MAC QUEEN EQUIPMENT INC.	RIGHT HAND DIRT SHOE CROSSWINDS SWEEPER	701	46500	2220		001		\$694.55	\$694.55
MAC QUEEN EQUIPMENT INC.	VALVE ASSEMBLY CROSSWINDS SWEEPER	701	46500	2220		001		\$673.68	\$673.68
MANSFIELD OIL COMPANY	UNLEADED FUEL	701	46500	2120		001		\$3,786.22	\$3,786.22
MANSFIELD OIL COMPANY	DIESEL FUEL	701	46500	2120		001		\$1,739.88	\$1,739.88
MANSFIELD OIL COMPANY	BIODIESEL TAX REFUND	701	46500	2120		001		-\$70.00	-\$70.00

## COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
MCGRAW, TIMOTHY	SUMMER CONCERT 6/29/2016 TIM PATRICK BLU	225	43590	3173		002	\$600.00	\$600.00
MENARDS CASHWAY LUMBER **FRIDL	HOCKEY GOAL REPAIR SUPPLIES	101	43710	2240			\$71.79	\$71.79
MINNESOTA PIPE & EQUIPMENT CO	HYDRANT OIL	601	45050	2280		003	\$274.62	\$274.62
MOORE MEDICAL, LLC	SUPPLIES	101	40210	2180		003	\$18.79	\$18.79
MOORE MEDICAL, LLC	SUPPLIES	101	40210	2180		003	\$66.08	\$66.08
NAPA AUTO PARTS	TOOLS AND SHOP SUPPLIES	701	46500	2220		003	\$33.16	\$43.74
		701	46500	2400		006	\$10.58	
NAPA AUTO PARTS	VACUUM TUBING FOR FORKLIFT	701	46500	2220		002	\$3.45	\$3.45
NORTHERN ELECTRICAL CONTRACTOR	REPAIRS TO PAVILION LIGHTING CONTROLS	101	43710	3190			\$372.98	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	43400	2010			\$13.01	\$13.01
ON SITE SANITATION INC	UP RIGHT TIPPED TOILET AT B THIESEN PARK	101	43710	3950			\$45.00	\$45.00
PIONEER RIM & WHEEL CO.	JACK GEARS PATCH TRAILER	701	46500	2220		002	\$10.47	\$10.47
PLUMBMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240		001	\$453.33	\$453.33
PLUMBMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240		001	\$81.79	\$81.79
PLUMBMASTER, INC	SHOP TOOLS CC	220	43800	2400			\$141.00	\$141.00
POPE ASSOCIATES INC	DESIGN FEES P&R FRONT COUNTER PROJECT	405	43800	3810			\$576.15	\$576.15
QUALITY FLOW SYSTEMS INC	REPAIRS TO GRAMSIE LIFT STATION	603	45850	3190		003	\$442.66	\$442.66
RAMSEY COUNTY	PAYMENT FOR NEW VOTING SYSTEM	405	40300	5800			\$42,168.00	\$42,168.00
SERIGRAPHICS SIGN SYSTEMS	50% DOWN PAYMENT-MONUMENT SIGNS REFACING	453	43710	3810			\$9,004.50	\$9,004.50
SPANGLER, KATHRYN	SUMMER CONCERT 7/6/2016 RINCE NA CHROI	225	43590	3173		002	\$125.00	\$125.00
ST. PAUL, CITY OF	RIVERPRINT:ORDER 8928/BUSINESS CARDS	101	42050	2010			\$43.50	\$87.00
		101	40200	2010		003	\$43.50	
STANTEC CONSULTING SERVICES IN	COMMONS PARK - 1/30/16 - 3/11/16	453	43800	3190			\$3,548.50	\$3,548.50
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$15.90	
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$1,508.60	\$1,508.60
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$614.48	\$614.48
SUPPLYWORKS	RECYCLE RECEPTACLE FOR CITY HALL	220	43800	2240		001	\$115.50	\$115.50
SUPPLYWORKS	FLOOR WAX FOR PARK BUILDINGS	101	43710	2110			\$588.40	\$588.40
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$1,339.95	\$1,339.95
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$531.54	\$531.54
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$71.01	\$71.01
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$467.04	\$467.04
SUPPLYWORKS	REPAIR SUPPLIES CC	220	43800	2240		003	\$46.72	\$46.72
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$237.40	\$237.40
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$1,477.39	\$1,477.39
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$72.32	\$72.32
TOWN & COUNTRY FENCE	REPAIRED ENTRY GATE	701	46500	3196		001	\$900.00	\$900.00
TRUCK UTILITIES INC.	STRETCH FRAME UNIT 308	701	46500	3190		001	\$3,100.00	\$3,100.00
UNIFIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001	\$44.42	\$177.70
		601	45050	3970		001	\$44.42	
		602	45550	3970		001	\$44.42	
		603	45850	3970		001	\$22.22	
		701	46500	3970		001	\$22.22	
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970			\$71.84	
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970			\$62.48	\$62.48
UNIFIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001	\$44.18	\$176.70
		601	45050	3970		001	\$44.18	
		602	45550	3970		001	\$44.18	
		603	45850	3970		001	\$22.08	
		701	46500	3970		001	\$22.08	
UNIFIRST CORPORATION	UNIFORM RENTAL FOR PARK MAINT	101	43710	3970			\$72.84	\$72.84

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt	
UNIFIRST CORPORATION	UNIFORM RENTAL FOR COMM CNTR	220	43800	3970			\$62.48	\$62.48	
YALE MECHANICAL INC	REPAIRS TO CHILLER CC	220	43800	3810		003	\$1,053.50		
YALE MECHANICAL INC	REPAIRS WATER HEATER CC	220	43800	3810		003	\$412.75	\$412.75	
YALE MECHANICAL INC	HVAC SERVICE AIR EXCHANGER	701	46500	3196		003	\$354.50	\$354.50	
Total of all invoices:								\$167,068.99	=====



2

# Purchase Voucher

City of Shoreview  
4600 Victoria Street North  
Shoreview MN 55126

Voucher Number	54,894		
Vendor number	01446 1	2016	
Vendor name	TREASURY, DEPARTMENT OF		
Address	INTERNAL REVENUE SVC - EFT/NO CHECK EFTPS ENROLLMENT PROCESSING P.O. BOX 4210 IOWA CITY IA 52244		

Date	Comment line on check	Invoice number	Amount
03-16-16	FEDERAL WITHHOLDING TAX:03-18-16	03-23-16	\$59,703.70

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

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

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

Account Coding	Amount
101 21710	\$23,472.38
101 21730	\$29,363.80
101 21735	\$6,867.52

SEE PERMANENT  
PAYROLL RECORDS

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

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

Approved by: T. Schwerm  
(signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	54,810
Vendor number	01734 1 <span style="float: right;">2016</span>
Vendor name	MUNICIPAL BUILDERS INC
Address	17125 ROANOKE STREET NW ANDOVER MN 55304

Date	Comment line on check	Invoice number	Amount
03-14-16	WTP CONSTRUCTION PROJ # 14-02	009 —	\$340,848.60 -

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?*

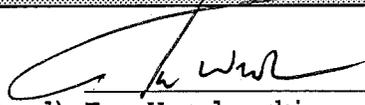
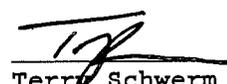
Purchase was made through the state's cooperative purchasing venture.

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
454 47000 5900	\$340,848.60

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by:  3/14/16 (signature required) Tom Wesolowski	
Approved by:  (signature required) Terry Schwerm	

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	55,126
Vendor number	20228 1 <span style="float: right;">2016</span>
Vendor name	MEDICA
Address	NW 7958 PO BOX 1450 MINNEAPOLIS MN, 55485-7958

Date	Comment line on check	Invoice number	Amount
03-14-16	HEALTH INSURANCE: APRIL 2016	0040129852	\$64,880.61

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

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

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

Account Coding	Amount
101 20410	\$64,880.61

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: (signature required) Jodee Kuschel	
Approved by: (signature required) Terry Schwerm	

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	55,124
Vendor number	20258 1 <span style="float: right;">2016</span>
Vendor name	EGAN COMPANY
Address	PO BOX 1150-27 MINNEAPOLIS, MN 55480-1150

Date	Comment line on check	Invoice number	Amount
03-03-16	OWASSO SIGNAL HEAD REPLACEMENT CP09-12	JC10133891	\$35,579.00

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

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

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

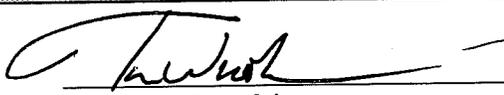
Purchase was made through another source. The state's cooperative purchasing venture was considered.

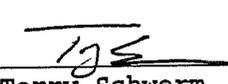
Cooperative purchasing venture consideration requirement does not apply.

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

Account Coding	Amount
571 47000 5900	\$35,579.00

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

Reviewed by:   
 (signature required) Tom Wesolowski

Approved by:   
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	55,089
Vendor number	01095 1 <span style="float: right;">2016</span>
Vendor name	ADVANCED ENGINEERING AND ~
Address	ENVIRONMENTAL SERVICES INC 4050 GARDEN VIEW DRIVE SUITE 200 GRAND FORKS ND 58201

Date	Comment line on check	Invoice number	Amount
02-29-16	WTP CONSTRUCTION SERVICES CP 14-02	47409 ✓	\$72,544.29 ✓

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?

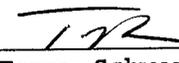
Purchase was made through the state's cooperative purchasing venture.

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
454 47000 5910	\$72,544.29

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: (signature required) Tom Wesolowski	 3/29/16
Approved by: (signature required) Terry Schwerm	

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	54,987
Vendor number	01337 2 <span style="float: right;">2016</span>
Vendor name	RAMSEY COUNTY
Address	90 PLATO BLVD W. PO BOX 64097 ST. PAUL MN 55164-0097

Date	Comment line on check	Invoice number	Amount
03-17-16 ✓	PAYMENT FOR NEW VOTING SYSTEM	PRREL-000448	\$42,168.00 ✓

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
405 40300 5800	\$42,168.00

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	54,942	Council Approved January 4, 2016
Vendor number	00883 1	2016
Vendor name	JOHN DEERE COMPANY ✓	
Address	AG & TURF CBD & GOVERNMENT SALES ✓ 21748 NETWORK PLACE CHICAGO IL 60673-1217	

Date	Comment line on check	Invoice number	Amount
03-08-16 ✓	JD1585 FIELD MOWER ✓	115127664 ✓	\$40,270.90 ✓

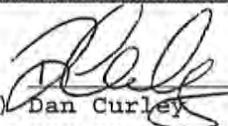
*This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?*

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
701 46500 5800	\$40,270.90

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

**LICENSE APPLICATIONS**

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

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

To approve the License Applications as listed on the attached report dated April 4, 2016.

<b>ROLL CALL:</b>	<b>AYES</b> _____	<b>NAYS</b> _____
<b>JOHNSON</b>	_____	_____
<b>QUIGLEY</b>	_____	_____
<b>SPRINGHORN</b>	_____	_____
<b>WICKSTROM</b>	_____	_____
<b>MARTIN</b>	_____	_____

April 4, 2016  
Regular City Council Meeting

**CITY OF SHOREVIEW – LICENSE APPLICATIONS**  
**April 4, 2016**

<b>LICENSE #</b>	<b>BUSINESS NAME</b>	<b>TYPE</b>
2016-00030	A to Z Tree Care	Tree Trimmer
2016-00031	Wright Tree Service Inc	Tree Trimmer
2016-00032	Moga Tree Service	Tree Trimmer

**PROPOSED MOTION**

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

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

To approve the Site and Building Plan review applications submitted by Fourteen Foods, Inc for the Dairy Queen site at, 4615 Hodgson Road. Said approval is subject to the following:

1. The property shall be developed in accordance with the plans submitted.
2. Final lighting plan shall be approved by staff prior to the replacement of the existing.
3. A landscaping plan shall be submitted showing proposed changes/enhancements.
4. The current on-site recycling must be updated to meet state requirements.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated C2 – General Business land use in the Comprehensive Plan.
2. The proposed development complies with the standards of the City’s Development Code.
3. The proposed improvements will not conflict with or impede the planned use of adjoining property.

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

Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

**Regular City Council Meeting**  
April 4, 2016

**TO:** Mayor, City Council and City Manager  
**FROM:** Niki Hill, Economic Development and Planning Associate  
**DATE:** March 31, 2016  
**SUBJECT:** 2607-16-06, Site and Building Plan Review: Fourteen Foods – Dairy Queen, 4615 Hodgson Road

### **INTRODUCTION**

The City received a Site and Building Plan Review application from Fourteen Foods, Inc on behalf of Frauenshuh Hospitality Group LLC for the Dairy Queen site at 4615 Hodgson Road. The applicant is proposing to update the existing Dairy Queen building, including a new exterior façade. (See the attached plans.)

### **DEVELOPMENT CODE REQUIREMENTS**

The property is zoned PUD – Planning Unit Development, with an underlying C-2, General Business which allows the restaurant as a permitted use. This is part of the 4 four parcel PUD Development that was created in 1995 with the former Rainbow Foods property. The Site and Building Plan review process enables the City to publically review the plans and determine the impacts on the planned land use of adjoining properties. The City Council has the authority to approve the proposed use upon the finding that it will not impede or otherwise conflict with the planned use of adjoining property (Section 205.044 (B)).

### **PROJECT DESCRIPTION**

The property is located south of Village Center Drive on Hodgson Road and has an area of 0.8 acres and a width of 174 feet along Hodgson Road. The proposal includes updating the façade of the existing building removing the red shake roofing and straightening the parapet. The roof top units will be better screened than with the existing roof. The straightened walls will be covered with a maintenance free material with a black band on the front portion of the building with lighting illuminating the upper front half of the building. This 2,388 square foot building will also have updated exterior building materials.

Currently there is a combination of brick and vinyl siding. The applicant is proposing to paint the brick and replace the vinyl siding with EIFS which will be the same color as the brick. The colors will be earth tones with darker brown on the bottom as a wainscot and the main body of the building will be a lighter beige color. The existing wall signage will be replaced by sign package of two new signs that are smaller in total area than the existing.

Landscaping will remain essentially the same but will be freshened up. A fence will be added around the patio area. Lastly, the applicant is going to update the current lighting inside and outside the facility to LED lighting. This also includes updating parking lot lights to match the new lighting that will be part of the Kowalski's Market at the former Rainbow Foods property.

## **RECYCLING REQUIREMENTS**

Per the request of the Planning Commission staff looked into the current recycling requirements and whether there was any changes that would need to be addressed with this upgrade. Staff did find that as of January 1, 2016 there was a new law that did have an impact on the Dairy Queen. It reads as follows:

If you currently have a contract to remove 4 or more cubic yards of waste, AND if your business is located in the 7-county Twin Cities Metro area (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington counties), AND your business is classified in sectors 42 to 81 under the North American Industrial Classification System, you are required to recycle.

The Dairy Queen is classified under section 72- Accommodation and Food Services.

Under the new law businesses must collect a *minimum* of three recyclable materials. For example, if you only recycle cardboard, you'll need to broaden your program. These materials include, but are not limited to, paper, glass, plastic, metal and organics (food scraps and other compostable materials, such as paper napkins and biodegradable packaging). You may also be able to have a "single-sort" collection, as long as you collect at least three materials and your hauler accepts single-sort materials. A condition has been added to require the Dairy Queen recycling be updated to meet State requirements. Dairy Queen has indicated that they do not have any concerns with this condition.

## **STAFF REVIEW**

The proposed improvements were reviewed in accordance with the Comprehensive Plan policies and zoning standards. Surrounding land uses include o-office for a private school to the north and commercial to the south and west. East of the property, in the City of North Oaks, are institutional and commercial uses.

The commercial use of the property is consistent with the 2008 Comprehensive Plan's Land Use Plan which guides this property for PUD uses. This area – including the additional parcels in the PUD - along with the southeast corner of the intersection of Highway 96 and Highway 49, is part of Policy Development Area #10. The plan states that the City will encourage redevelopment or improvements to the highway frontage properties, with shared access, improved circulation, and more attractive signage and landscaping.

The proposed improvements for the building/site are in line with the Policy Development Area and will not have an impact on adjoining properties or impede/conflict with the planned land uses in the area.

## **Architectural Design**

Section 206.050 (B), addresses Architectural Design. The enhancements to the exterior of the building are consistent with these standards. These will not only improve the building's

appearance but also better compliment the planned improvements on the adjoining Kowalski's Market property.

### **Recycling Requirements**

With the updated recycling requirements that took effect January 1, 2016, staff is recommending that a condition be added to ensure compliance.

### **PUBLIC/AGENCY COMMENT**

Property owners within 350-feet were notified of the request. One comment was received in support of the improvements.

### **PLANNING COMMISSION REVIEW**

The Planning Commission reviewed the Site and Building Plan application at their March 23, 2016 meeting. A Commission member recommended staff look into recycling requirements to ensure that the current recycling complied with state requirements. Staff indicated that they would look into it and if it was required it would be included with the City Council review. The Commission found that the proposed use is consistent with the Comprehensive Plan and recommended the City Council approve the Site and Building Plan review application.

### **RECOMMENDATION**

The plans have been reviewed in accordance with the Comprehensive Plan and Development Code. The proposed use is consistent with the Comprehensive Plan's designated land use for this property. In addition, the proposed improvements will not impede or conflict with the planned land use of the adjoining properties. The staff is recommending the City Council approve the Site and Building plan view subject to the following conditions:

1. The property shall be developed in accordance with the plans submitted.
2. Final lighting plan shall be approved by staff prior to the replacement of the existing.
3. A landscaping plan shall be submitted showing proposed changes/enhancements.
4. The current on-site recycling must be updated to meet state requirements.

### **Attachments**

- 1) March 23, 2016 Planning Commission Minutes
- 2) Aerial Location Map
- 3) Applicant's Statement
- 4) Submitted Plans
- 5) Public Comment
- 6) Motion

**SHOREVIEW PLANNING COMMISSION  
MEETING MINUTES  
March 22, 2016**

**CALL TO ORDER**

Vice Chair Brian McCool called the March 22, 2016 Shoreview Planning Commission meeting to order at 7:00 p.m.

**ROLL CALL**

Vice Chair Brian McCool acted as Chair in the absence of John Doan. The following Commissioners were present: Commissioners Ferrington, Peterson, Solomonson and Wolfe.

Chair Doan and Commissioner Thompson were absent.

**APPROVAL OF AGENDA**

MOTION: by Commissioner Ferrington, seconded by Commissioner Wolfe to approve the March 22, 2016 Planning Commission meeting agenda as presented.

VOTE: Ayes - 5 Nays - 0

**APPROVAL OF MINUTES**

MOTION: by Commissioner Solomonson, seconded by Commissioner Wolfe to approve the February 23, 2016 Planning Commission meeting minutes, as presented.

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

Commissioner Peterson abstained, as he did not attend the February 23, 2016 meeting.

**REPORT ON CITY COUNCIL ACTIONS**

City Planner Kathleen Castle stated that the Elevage development was considered by the Council at its March 7, 2016 meeting. The Council agreed with the Planning Commission on approval but added one condition to the Planned Unit Development (PUD) for additional landscaping to buffer the properties to the north.

The accessory structure ordinance will be considered by the Council at the April 4, 2016 meeting.

**NEW BUSINESS**

**SITE AND BUILDING PLAN REVIEW**

**FILE NO.:** 2607-16-06  
**APPLICANT:** FOURTEEN FOODS - DAIRY QUEEN  
**LOCATION:** 4615 HODGSON ROAD

**Presentation by Economic Development and Planning Associate Niki Hill**

The application is a proposal to update the existing Dairy Queen building, including a new exterior facade. The property is zoned Planned Unit Development (PUD) with underlying zoning of C2, General Business allowing the restaurant as a permitted use.

Updated improvements include removing the red shake roof and straightening the parapet. The roof top units will be better screened. The straightened walls will be of a maintenance free material. A black band will stretch across the front portion of the building. The existing brick will be painted, and the existing vinyl siding will be replaced with EIFS in the same color as the brick. Colors will be earth tones with a dark brown on the bottom as a wainscot. The main body of the building will be a lighter beige color. The exterior improvements are consistent with the standards outlined in Section 206.050 (B) of the Code.

Existing wall signs will be replaced with two new signs that are smaller in total area. Landscaping will be the same but will be freshened. A fence will be added around the patio area. The proposal also includes updating the lighting with LED lights inside and outside the facility, including the parking lot lights to match the updated lighting on the Kowalski's site.

Staff finds that the commercial use of the property is consistent with the 2008 Comprehensive Plan, which guides the property for PUD use. The Comprehensive Plan encourages redevelopment of improvements to highway frontage properties. The site is part of Policy Development Area (PDA) #10. The proposed improvements are consistent with PDA #10 guidelines and will not impact adjacent properties or conflict with the planned uses in the area.

Property owners within 350 feet were notified of the proposal. One response was received in support of the improvements. Staff recommends that the Planning Commission recommend approval to the City Council.

Commissioner Ferrington asked if there has been a response from Kowalski's, as this property is part of their PUD. Ms. Hill answered that there has been no comment.

Commissioner Peterson asked if there would be a third container in the trash enclosure for food waste, as was done with the Raisin' Cane proposal, or if that is only done for new construction. Ms. Castle stated that there was a change in state law to provide an organic waste container. Staff will check to find out if that provision is retroactive. If it is required, it will be included with the City Council review.

**Mr. Paul Schmidt**, Vice President for Fourteen Foods/Owner of Dairy Queen, stated that this has been a good location for many years, and they are looking forward to making these improvements in conjunction with the Kowalski Market development. If an organic waste





599.8 0 299.92 599.8 Feet

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

**Legend**



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

**Notes**

Enter Map Description

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**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

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## DQ info

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Paul Schmidt <pschmidt@fourteenfoods.com>

Tue, Mar 15, 2016 at 12:19 PM

To: "nhill@shoreviewmn.gov" <nhill@shoreviewmn.gov>

Nikki, Attached is the survey, Signage cut sheets for the new signage that will go on the chimney of the store and print of how the store will look when completed. The current sign on the building is 46.4 sq. feet. The 2 new signs would be 19.6 & 17.53 or 37.13 sq. feet total. I also attached a large file which is a project manual showing the existing look, new look, color and material specifications. We will be removing the red shake roofing and straightening up the parapet giving the building a more modern look. When straightening the parapet, we will be able to hide the roof top units better giving a more pleasing appearance to the store from the roads.

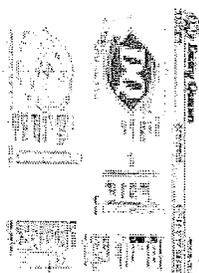
The straightened walls will be covered with a maintenance free material and a black band on the front portion of the building with lighting illuminating the upper front half of the building. There will also be a canopy over the drive thru window. The building currently has a combination of brick and vinyl siding. We will be painting the brick and replacing the vinyl siding with Effis which will be the same color as the brick. The colors will be earth tones with a darker brown(Algonquin Trail) on the bottom as a wainscot and the main body of the building will be a lighter beige color (Sandy brown). We will also be painting the dumpster area which is brick now and upgrading the dumpster gates and fenced in area behind the store with a maintenance free material to match the building colors appropriately. Landscaping will remain basically the same but will be freshened up to look appropriate. We will also be adding a fence around the patio area in front of the store for safety and curb appeal. Lastly, we currently have lights mounted on the building lighting the parking area and they are not overly appealing. We would like to match the new lighting that will be installed at the new Kowalski's next door if possible, making everything more uniform in the area.

Please let me know if you need any more info.

Thanks

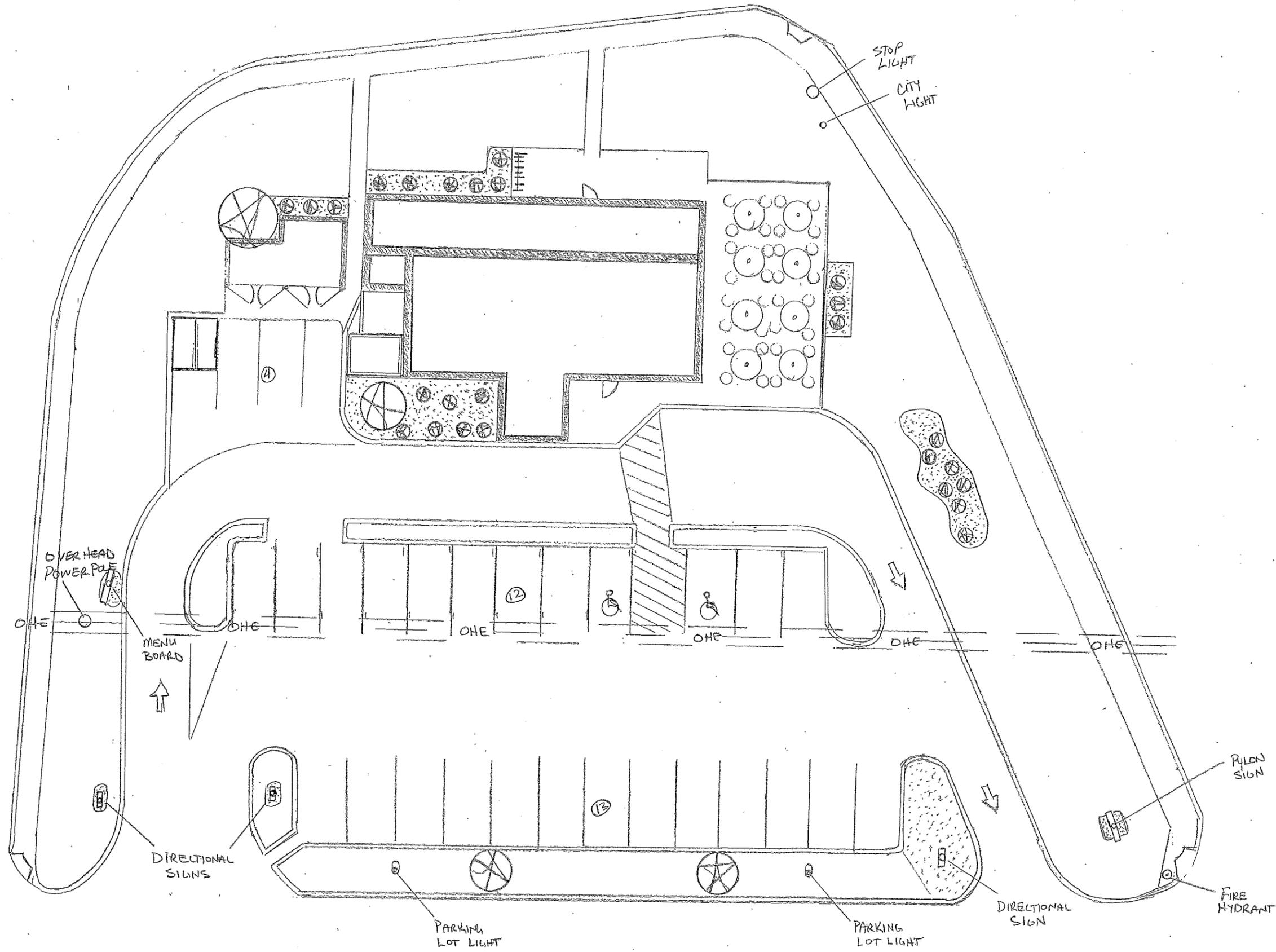
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### 5 attachments



**Signage 001.jpg**  
251K

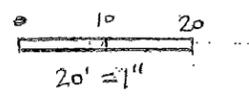
**Signage 2 001.jpg**  
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*Fourteen*  
 FOODS  
 7101 W. 78th St  
 BLOOMINGTON MN 55429

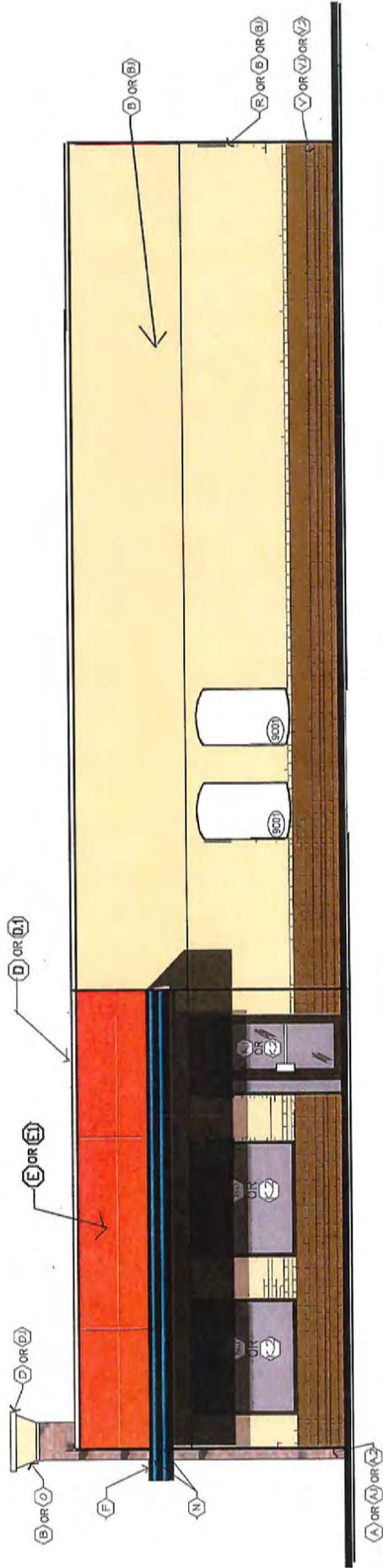
*Dairy Queen*  
 4615 Hodgson Rd  
 STORVEN MN 55126

SITE PLAN

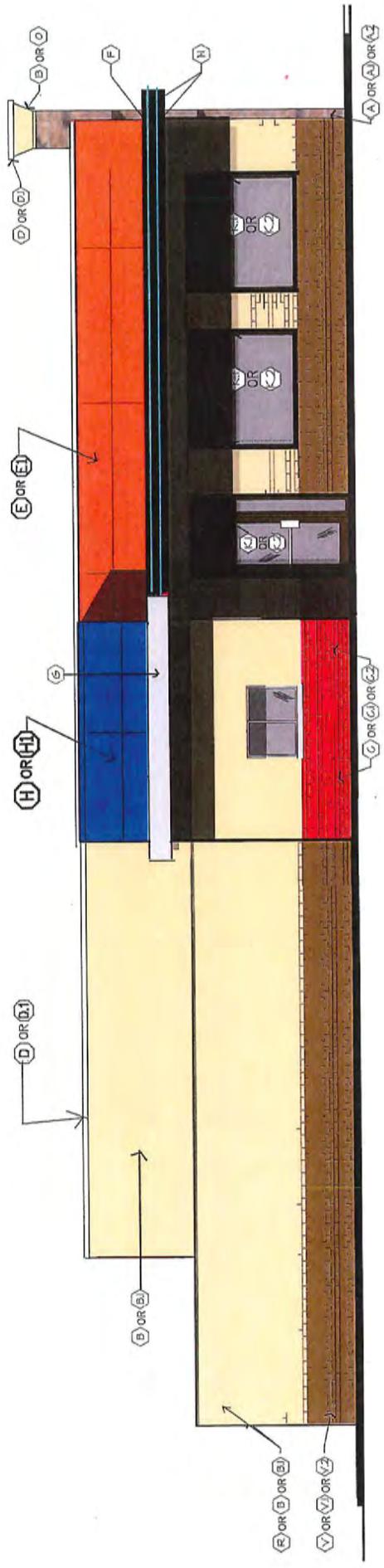




FRONT ELEVATION



RIGHT (ENTRY) SIDE ELEVATION

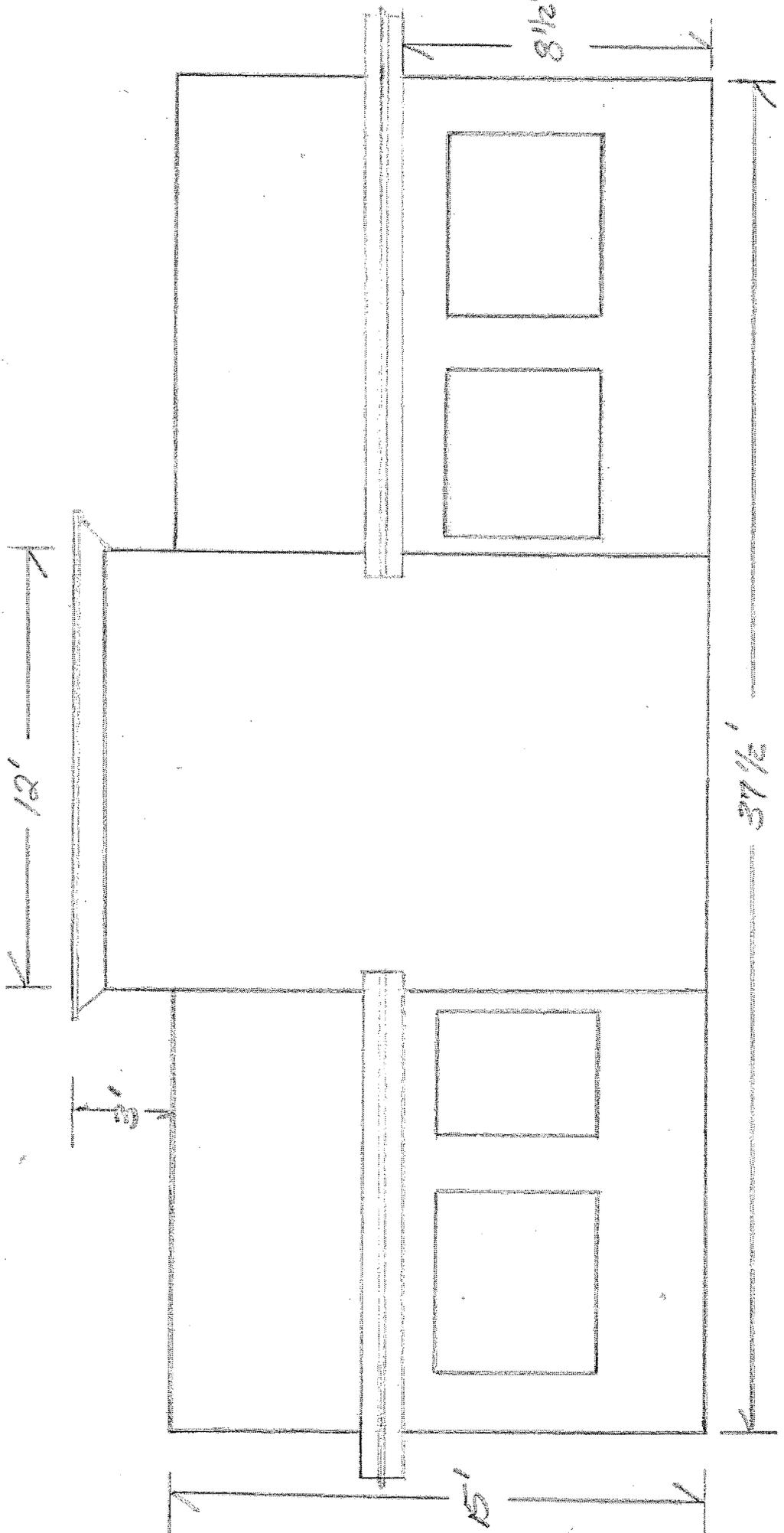




SHOREVIEW, MN - DCQ

Building Footage = 598.5 Sq. feet

1/4" = 1'



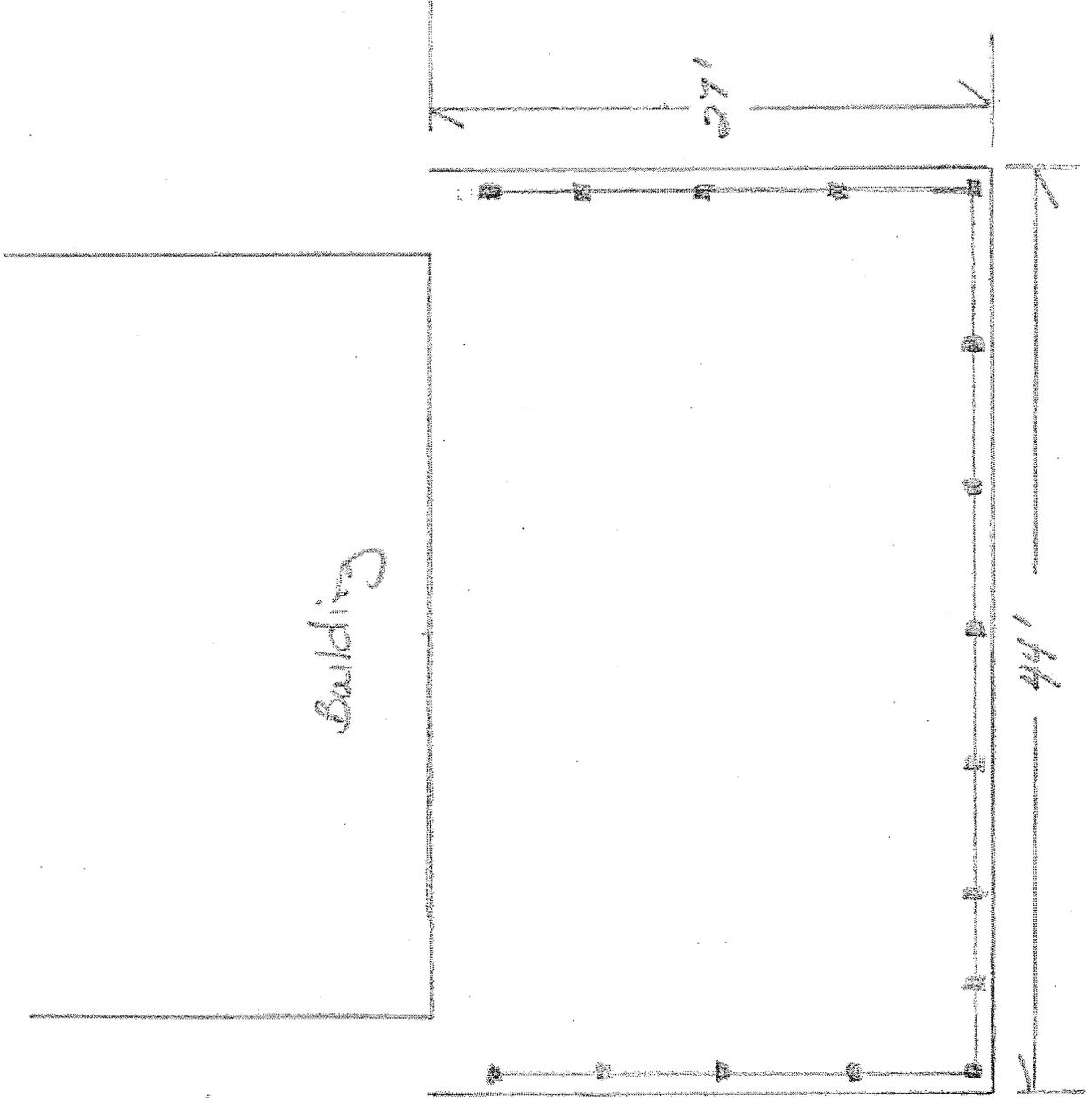




Part's layout - DR

$1/8" = 1'$

Building





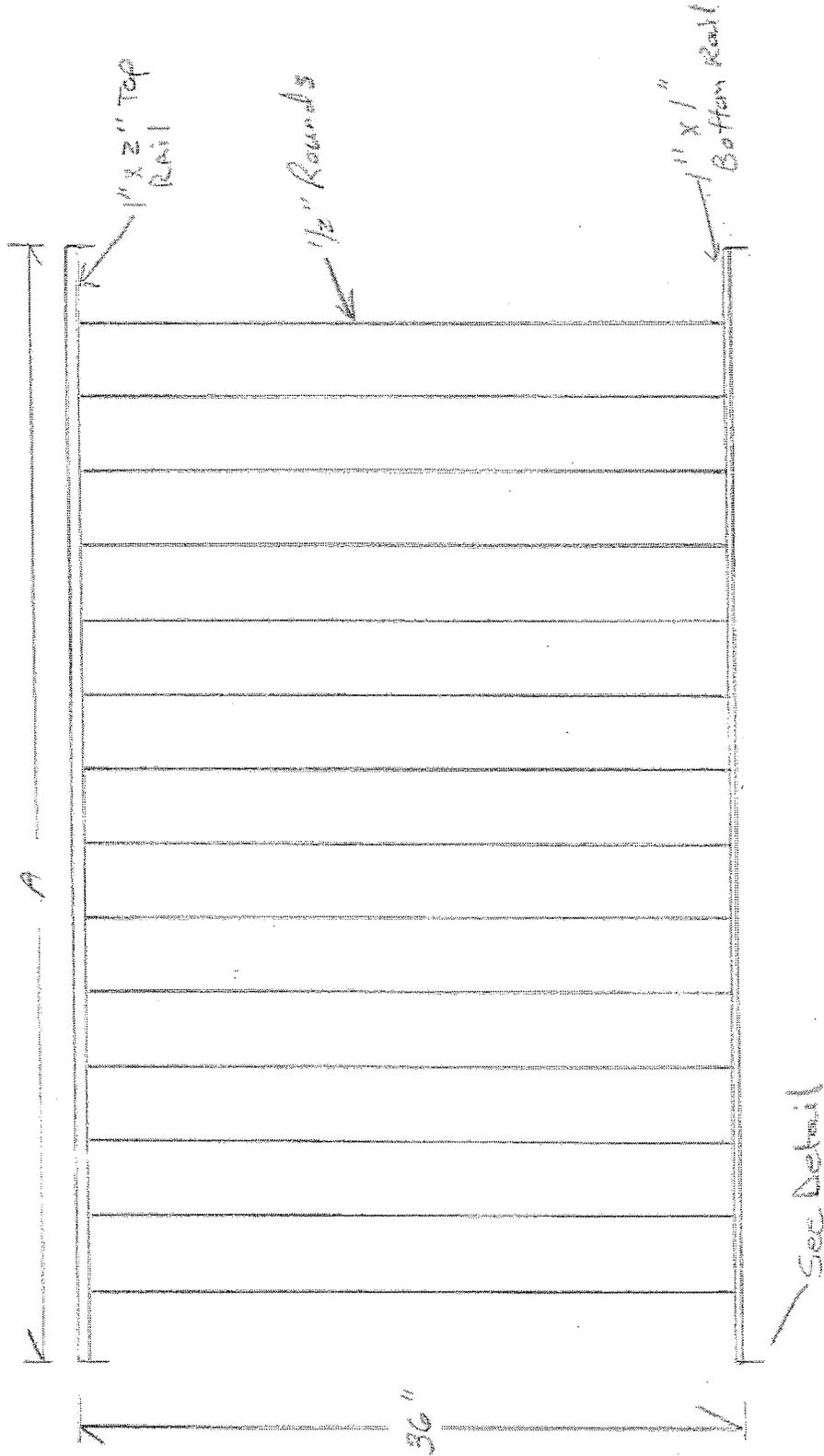
Patio Example



Fence Example

Fourteen Leads - Panel C 383-1361

010	"A"
30	55"
35	68"





Nicole Hill <nhill@shoreviewmn.gov>

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## DQ request for comment

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Heidi Gesell <hgesell@bankcherokee.com>

Tue, Mar 15, 2016 at 5:06 PM

To: "nhill@shoreviewmn.gov" <nhill@shoreviewmn.gov>

Good afternoon Niki. We received a copy of the request for comment related to the proposed update of the existing exterior of the Dairy Queen. Although our property is not in Shoreview (we are located across the street from the Dairy Queen location) I want to offer my support for this request. I think it is a positive sign when a business owner wants to invest in their business through the updating of the facility. This plan appears to be a positive change—good for the business and good for Shoreview. I hope the City will support this request.

Thank you.

Heidi

### Heidi R. Gesell

President & CEO

p: 651.290.6972 f: 651.290.6968

[hgesell@bankcherokee.com](mailto:hgesell@bankcherokee.com)

607 South Smith Avenue

Saint Paul, Minnesota 55107

[Click here to send me a secure email](#)



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## PROPOSED MOTION

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

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

To extend approval of the Wireless Telecommunications Facility Permit for New Cingular Wireless PCS LLC, allowing collocation of antenna and equipment on the existing City-owned water tower located at 745 County Road E, and to install an equipment shelter within a 20 by 35 leased area, and to authorize the Mayor and City Manager to execute the Site Lease Agreement with New Cingular Wireless PCS LLC, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review by the Planning Commission and approved by the City Council.
2. This approval authorizes execution of the site lease agreement with New Cingular Wireless PCS LLC, including the 20 by 35 foot equipment site and an easement for ingress and egress. Minor changes to the site lease agreement may be approved by the City Manager and City Attorney. Significant changes to the lease agreements shall require approval by the City Council.
3. The site is subject to confirmation that RF emissions conform to FCC requirements. New Cingular Wireless PCS LLC shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
4. The site shall bear necessary OSHA required warnings regarding RF emissions, including within the interior of the water tower.
5. A permanent emergency power generator may be installed within the equipment shelter. The emergency power generator shall be used for emergency power only, except the times it is being run for routine maintenance, which shall not exceed thirty (30) minutes once a week

between the hours of 10:00AM and 6:00PM CST, Monday through Friday, holidays excluded. The operation of the emergency generator shall comply with City regulations pertaining to Noise (Section 209.020 of the Municipal Code).

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

Approval is based on the following findings of fact:

1. The site is located in the TOD-2 where wireless telecommunications facilities collocated on an existing tower is a permitted use.
2. The proposal complies with the adopted City standards for Wireless Telecommunications Facilities, as specified in Section 207.040 of the Municipal Code.

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

Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

***Regular City Council Meeting  
April 4, 2016***

**TO:** Mayor, City Council, City Manager  
**FROM:** Rob Warwick, Senior Planner  
**DATE:** March 31, 2016  
**SUBJECT:** WIRELESS TELECOMMUNICATIONS FACILITY PERMIT, EXTENSION OF APPROVAL , NEW CINGULAR WIRELESS PCS LLC (AT&T), 745 COUNTY ROAD E (FILE NO. 2526-14-16)

### **Introduction and Background**

In August 2014 New Cingular Wireless PCS LLC (dba AT&T) received approval for a Wireless Telecommunications Facility (WTF) Permit authorizing collocation of wireless telecommunications facilities at the City water tower located at 745 County Road E. The permit is required for the installation of antennas on the water tower and construction of an equipment shelter. At that same time, the Council also authorized execution of a site lease agreement for the wireless installation on City property. AT&T did not construct the site, and never executed the site lease. The Wireless Permit Facility approval has expired. At this time, AT&T seeks an extension of the prior approval, intending to enter into the lease agreement and construct the facility this year.

Sprint, T-Mobile, and Verizon have facilities at the south water tower. The AT&T antennas are proposed to be attached at an elevation of 102 feet above the ground, near the top of the tower pedestal, just below the bottom of the water tank.

The City Council also needs to review the site lease that includes a 20 by 35 feet area along the west side of the fenced compound, parallel to Victoria Street, and the antennas and associated cables and equipment. A 12 by 24 foot pre-fabricated equipment shelter will be located within the leased area. The shelter will house equipment cabinets and an emergency generator to provide back-up electricity in the event of a power outage. The site includes a total of 6 antennas mounted on the tower, two in each of the three antenna sectors.

### **Revised Plans**

AT&T has revised to the plans that were approved in 2014, and staff believes the changes further reduce potential impacts of the facility. The 11.5- by 24-foot shelter is smaller than the 11.5- by 28-foot shelter proposed in 2014, and the current plans have a total of 6 antennas. In 2014, the plan was approved with a total of 9 antennas, 3 in each sector. Cables and several equipment boxes are installed *inside* the tower pedestal in each sector, and the number of those equipment components has not changed.

Staff determined the revisions were minor, and so did not forward the application for another review by the Planning Commission, which recommended approval of the WTF Permit at their meeting July 22, 2014.

**Development Code Requirements - Wireless Telecommunications Facility Permit**

There have been no revisions to regulations pertaining to WTFs since the prior review and approval. City review is based on specified standards and approval is contingent upon execution of a Wireless Telecommunications Tower/Antenna Agreement. These standards were considered in 2014 and are provided here again to aid in review of the proposed wireless facility. *Staff comments are italicized.*

- 1) Siting. Antennas located on or attached to existing structures are regulated by the provisions of the zoning district for each parcel. New towers shall only be located on parcels that fall within the Telecommunications Overlay District. New towers are not permitted in public rights-of-way. *The existing water tower is located in the R-1 District and the TOD-2 Overlay District. The tower conforms to the District regulations.*
- 2) Color, Camouflage and Architecture. All WTFs shall be camouflaged and use architectural design, materials, colors, textures, screening, and landscaping to blend in with the surrounding natural setting and built environment. If a WTF is proposed on any part of a building or structure, it must blend with the building or structure's design, architecture and color, including exterior finish. *As is standard with facilities mounted on City water tanks, the antennas must match the exterior painted finish of the tower. The site lease will also include this provision.*
- 3) Landscaping. WTFs shall be landscaped with a buffer of plant materials as determined appropriate for the site by the City. Existing mature trees and other vegetation at the site shall be preserved to the maximum extent possible. *The applicant is concerned that the existing mature trees will shade any new landscape screening. Staff is sympathetic to that and believes that the distance from the shelter to Victoria St. will reduce the impact of shelter when viewed from Victoria St. The shelter will be more than 175-feet from Victoria St. The existing trees will aid in minimizing the visual impact.*
- 4) Signs. The use of any portion of a WTF for signs or advertising other than warning or equipment information signs is prohibited. *Small signs will be displayed on the shelter doors that face Victoria St. to display required warnings.*
- 5) Lighting. Wireless telecommunication antennas or towers shall not be illuminated by artificial means and shall not display strobe lights unless such lighting is specifically required by the Federal Aviation Administration or other federal or state authority. When incorporated into the approved design of the WTF, light fixtures used to illuminate ball fields, parking lots or similar areas may be attached to the tower. *No new lights are proposed.*
- 6) Setbacks. WTFs shall comply with the principal structure setbacks of the underlying zoning district and the following additional standards:
  - a) WTFs shall not encroach upon any easements unless permission is obtained from the underlying property owner and holder of the easement. *No encroachments are proposed. The lease areas and easements are entirely located on City property and subject to the terms of the site leases.*

- b) WTFs shall not be located between a principal structure and a public street. *The equipment shelter is located adjacent to the existing fenced area of the water tower, between the principal structure, the water tower, and the street. See the discussion immediately below.*
- c) The required setbacks may be reduced or the location in relation to a public street modified, at the sole discretion of the City, when the WTF is integrated into an existing or proposed structure such as a building, light or utility pole. *The shelter location is based on criteria of Public Works staff and intended to provide access to AT&T whenever needed, while minimizing operational impacts for the City. The shelter will be oriented parallel to Victoria St. on the west side of the tower compound.*

7) Height.

- a) Antennas located on an existing structure taller than the limit established by the Telecommunication Overlay District may extend up to 5 feet above the height of the structure. *The proposed antenna arrays will be located at the 102 foot level on the 145-foot south water tower. The antennas will be on the tower pedestal below the bowl.*

8) Safety/Environmental Standards.

- a) Unauthorized Climbing. WTFs shall be designed to discourage unauthorized climbing. *The existing tower is enclosed with a 7-foot chain link fence, and the AT&T shelter will be fenced using 6-foot chain link fencing.*
  - b) Noise. If the proposed WTF includes a back-up generator or otherwise results in significant increased sound levels, sound buffers may be required including, but not limited to, baffling, barriers, enclosures, walls, and plantings. *The generator is located within the shelter and muffled to reduce noise when it operates. The generator must operate in compliance with the noise limitations specified in City Code, and will be used only during power outages and for routine testing on a weekly basis. Staff suggest a condition that testing occur between 10 AM and 6 PM, Monday – Friday.*
  - c) Radio Frequency (RF) Emissions and Interference. WTFs must comply with Federal Communication Commission standards for RF emissions and interference. *As noted above, AT&T is licensed and regulated by the FCC. The height of the antennas exceeds the height specified by the FCC for 'Categorical Exclusion', which applies to facilities that are unlikely to cause RF emissions exposures in excess of FCC guidelines. Staff recommends a condition of approval requiring AT&T to notify the City as soon as the wireless facility is operational. The City, through its RF consultant, will test RF emissions at the site to verify compliance with FCC RF emissions guidelines.*
- 9) Maintenance. All commercial towers or WTFs shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any person. *Site maintenance is required as one of the terms of the ground lease.*

- 10) Occupational Safety. WTFs shall comply with applicable State of Minnesota and Federal regulations for occupational exposure to non-ionizing radiation. *Staff recommends a condition requiring display of notices that identify radiation potential for employees working on the sites.*
- 11) Collocation Requirements. Except as herein and after provided, WTFs within the City shall comply with the following collocation requirements: *These are collocations, and so comply with these provisions.*
- 12) Equipment Enclosures. Equipment enclosures accessory to a commercial antenna or WTF shall comply with the following standards:
- a) Equipment enclosures shall be of the smallest size necessary. *The proposed equipment shelters are standard size for New Cingular Wireless PCS LLC equipment. The hip roof will help to provide a more residential appearance to the structure for the proposed collocation.*
  - b) To the extent possible, equipment enclosures shall be located where existing trees, structures, and/or other site features screen them from view. *Staff believes the existing trees and distance from Victoria St. will aid to screen the shelter and minimize the visual impact.*
  - c) All equipment enclosures shall be screened from view by suitable vegetation, except where non-vegetative screening (e.g., a decorative wall) better reflects and complements the character of the neighborhood. *See comment above.*

### **Coverage**

The purpose of the wireless site is to fill gaps in coverage that currently exist. The applicant has submitted maps showing existing and proposed coverage for the areas and these are attached.

### **Public Works Review**

The applications have been reviewed by the Director of Public Works who recommended the proposal for approval.

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

### **Consultant Review**

OWL Engineering and EMC Test Labs, the City's RF consultant, performed an interference study in 2014 and reviewed RF emissions. The radio frequencies employed by AT&T are not expected to interfere with those used by the existing wireless tenants, the City radio used to monitor water system operations, or the frequencies used by public service agencies that may pass by near the water tower. RF emissions comply with the FCC categorically excluded class of antennas, that is the height and power of the antennas indicates that they will not generate emissions that are harmful to those on the ground.

### **Engineering Review**

SEH, Inc, the City's engineering consultant, has reviewed the proposed plans and determined that the installations will not interfere with the use of either water tower from a structural or operational perspective. The approved plans will be attached to the site lease as an Exhibit.

### **Site Lease Agreement**

Terms for the Site Lease Agreement have been negotiated with AT&T. The lease includes an initial 5-year term and three 5-year renewal terms, for a total of 20 years. This is a reduction from the terms of the lease considered in 2014 which included four 5-year renewal terms for a total of 25 years. The lease commencement date is the date construction commences or June 1, 2016, whichever occurs first. Rent will commence at an annual rate of \$40,800 with an annual escalator of 4%. AT&T has requested the lease provide for monthly rent. The recommended authorization to execute the lease allows for minor revisions to the terms, as approved by the City Attorney and City Manager.

### **Staff Recommendation**

The application has been reviewed by staff in accordance with the Development Code and previously approved plans. The proposal still complies with the standards specified for WTF. Staff recommends approval of the extension to the City Council. Staff also recommends the Council authorize execution of the Site Lease Agreement. The extension is subject to the following conditions:

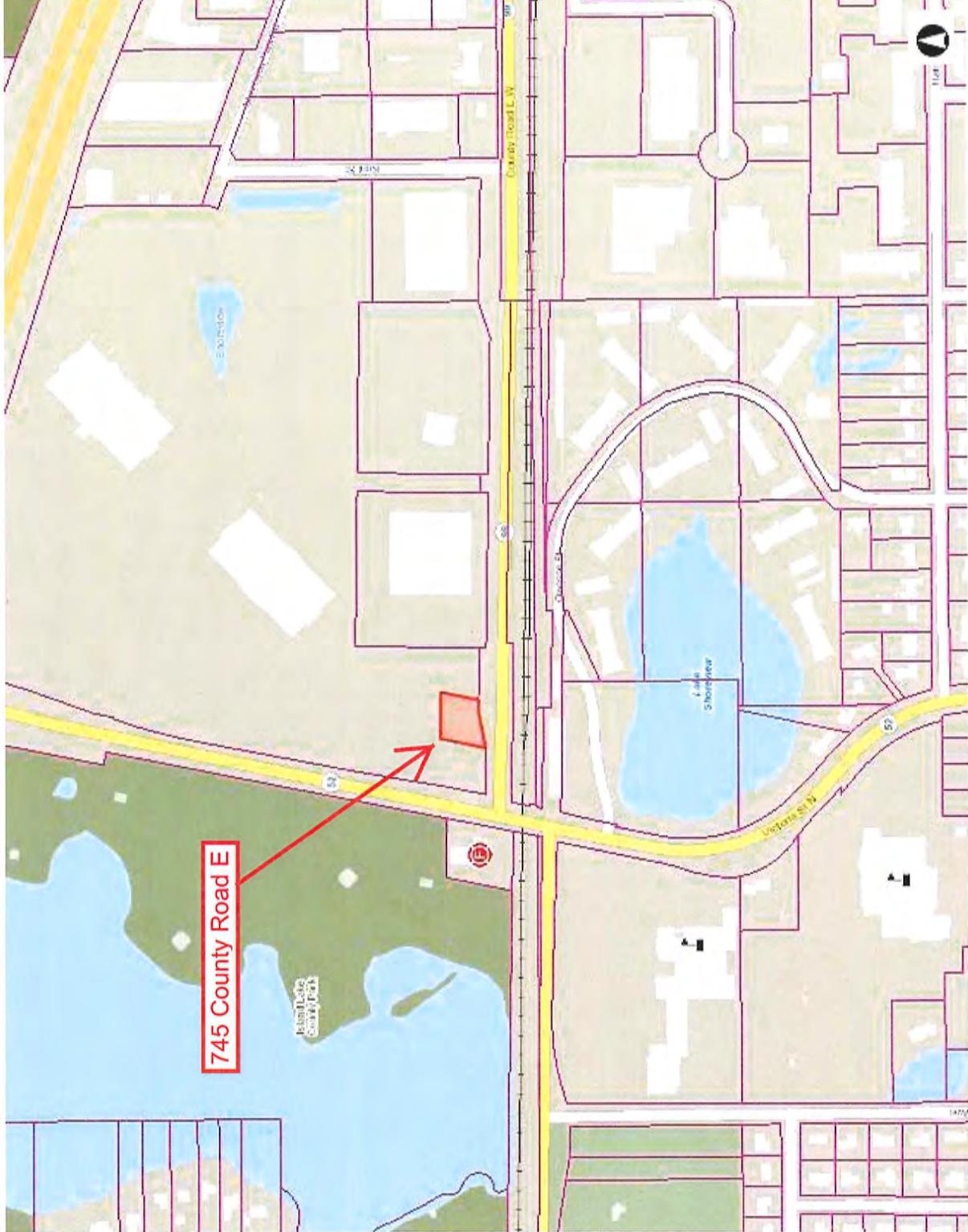
1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review by the Planning Commission and approved by the City Council.
2. This approval authorizes execution of the site lease agreement with New Cingular Wireless PCS LLC, including the 20 by 35 foot equipment site and an easement for ingress and egress. Minor changes to the site lease agreement may be approved by the City Manager and City Attorney. Significant changes to the lease agreements shall require approval by the City Council.
3. The site is subject to confirmation that RF emissions conform to FCC requirements. New Cingular Wireless PCS LLC shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
4. The site shall bear necessary OSHA required warnings regarding RF emissions, including within the interior of the water tower.

5. A permanent emergency power generator may be installed within the equipment shelter. The emergency power generator shall be used for emergency power only, except the times it is being run for routine maintenance, which shall not exceed thirty (30) minutes once a week between the hours of 10:00AM and 6:00PM CST, Monday through Friday, holidays excluded. The operation of the emergency generator shall comply with City regulations pertaining to Noise (Section 209.020 of the Municipal Code).
  
6. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.

Attachments:

1. Location Map
2. Submitted Plans
3. Existing and proposed RF coverage maps
4. Site Lease Agreement
5. Proposed Motion

# 745 County Road E



## Legend



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

## Notes

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

952.2 0 476.12 952.2 Feet

**WIRELESS TELECOMMUNICATION FACILITY AGREEMENT  
CITY OF SHOREVIEW AND NEW CINGULAR WIRELESS WIRELESS, LLC.  
745 COUNTY ROAD E**

1.0 Parties. This Agreement is dated the \_\_\_\_ day of \_\_\_\_\_, 2016, and is entered into by and between the City of Shoreview, a Minnesota municipal corporation (“**City**”), and New Cingular Wireless, LLC (“**Applicant**”).

2.0 Recitals.

- A. On the 27<sup>th</sup> day of June, 2014, New Cingular Wireless PCS, LLC completed an application for a Wireless Telecommunication Facility Permit (“**Application**”) to be located at 745 County Road E.
- B. The Application was reviewed by the City Council and approved on August 18, 2014.
- C. The Application was found to be in compliance with the provisions of the City Code and eligible for a permit subject to the execution of this Agreement.
- D. In 2015, the Applicant submitted revised plans and, in 2016, requested that the City extend the 2014 approvals.
- E. On April 4, 2016, the revised plans were reviewed by the City Council and the Wireless Telecommunications Facility Permit approval was extended for a one-year period, until April 3, 2017.

3.0 Terms. In compliance with the City’s Wireless Telecommunication Facility Permit Regulations, the parties hereby agree:

- A. Conditions of Approval. New Cingular Wireless PCS, LLC, shall comply with the following conditions of approval:
  - 1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review by the Planning Commission and approved by the City Council.
  - 2. This approval authorizes execution of the site lease agreement with New Cingular Wireless PCS LLC, including the 20 by 35 foot equipment site and an easement for ingress and egress. Minor changes to the site lease agreement may be

approved by the City Manager and City Attorney. Significant changes to the lease agreements shall require approval by the City Council.

3. The site is subject to confirmation that RF emissions conform to FCC requirements. New Cingular Wireless PCS LLC shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
  4. The site shall bear necessary OSHA required warnings regarding RF emissions, including within the interior of the water tower.
  5. A permanent emergency power generator may be installed within the equipment shelter. The emergency power generator shall be used for emergency power only, except the times it is being run for routine maintenance, which shall not exceed thirty (30) minutes once a week between the hours of 10:00AM and 6:00PM CST, Monday through Friday, holidays excluded. The operation of the emergency generator shall comply with City regulations pertaining to Noise (Section 209.020 of the Municipal Code).
  6. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.
- B. FCC Compliance. New Cingular Wireless PCS LLC shall utilize procedures established by the Federal Communications Commission to resolve any complaints received relating to interference caused by the Wireless Telecommunication Facility.
- C. Site Maintenance. New Cingular Wireless PCS LLC shall maintain the site in good and safe condition and to preserve its original appearance. Such maintenance shall include, but is not limited to, painting, and repair of equipment.
- D. Periodic Inspections. New Cingular Wireless PCS LLC shall allow the City to enter the property for the purpose of periodic inspections to determine that the site complies with the conditions of the approval and all safety and building codes. The City shall have the right to conduct such inspections at any time upon reasonable notice to New Cingular Wireless PCS LLC. All expenses related to such inspection shall be borne by New Cingular Wireless PCS LLC.
- E. Annual Notice. New Cingular Wireless PCS LLC shall notify the City Manager annually by certified mail during the last two weeks of the month of December that the Wireless Telecommunication Facility continues to be operational.
- F. Abandonment. A Wireless Telecommunication Facility that has not been used for twelve (12) successive months shall be deemed abandoned. The City, in its

sole discretion, may either require abandoned Wireless Telecommunication Facility to be removed from the site pursuant to the same procedures used for the removal of dangerous or unsafe structures; or require the property owner to remove the Facility, subject to the provisions of the Site Lease Agreement.

- G. Default. Failure to comply with the conditions of this Agreement shall be considered a default. In the event of a default, the City, in its sole discretion, may require that New Cingular Wireless PCS LLC remove the Wireless Telecommunication Facility, and appurtenances from the site or, in the alternative, such improvements may be removed in the same manner pursuant to the same procedures as is used for removal of dangerous or unsafe structures. New Cingular Wireless PCS LLC shall reimburse the City for all costs incurred by the City to enforce the provisions of this Agreement including reasonable attorney's fees.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands.

**CITY OF SHOREVIEW**

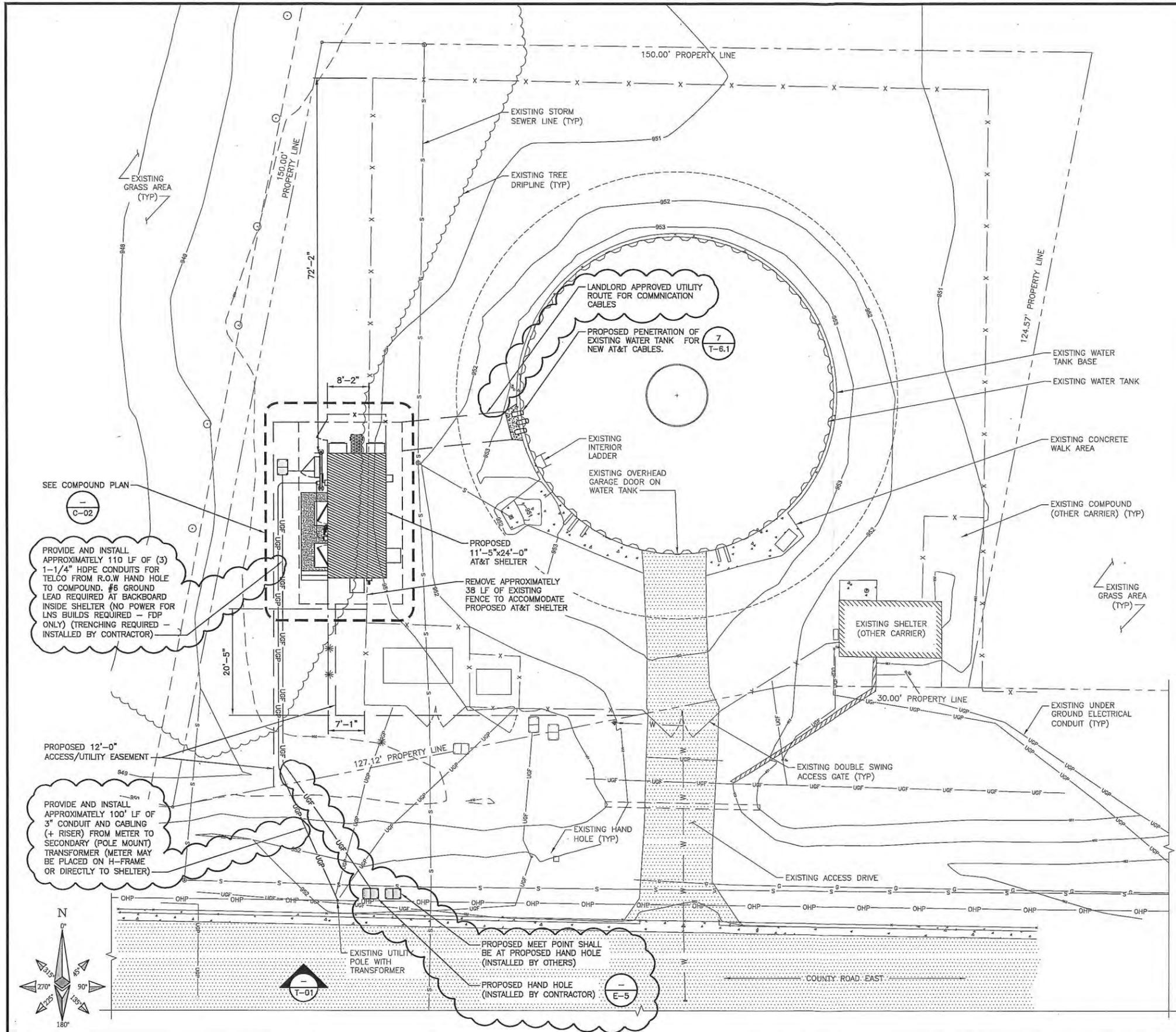
**By:** \_\_\_\_\_

**Its:** CITY MANAGER

**New Cingular Wireless PCS LLC**

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

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



1. ALL UTILITY AND CABLE CONDUIT TO BE HAND DUG FOR INSTALLATION.
2. ALL EXISTING CONDUIT AND UTILITIES TO BE PROTECTED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.

**THIS DRAWING IS NOT A SITE SURVEY**

THE PURPOSE OF THIS DRAWING IS TO SHOW HOW THE DEVELOPED SITE RELATES TO THE PARENT PARCEL AND ADJACENT PROPERTIES.

**AT&T MOBILITY**

901 MARQUETTE AVENUE  
MINNEAPOLIS, MN 55402

**BLACK & VEATCH**

BLACK & VEATCH CORPORATION  
10950 GRANDVIEW DRIVE  
OVERLAND PARK, KANSAS 66210  
(913) 458-2000

PROJECT NO: 188262.1005  
DRAWN BY: JJS  
CHECKED BY: RLF

REV	DATE	DESCRIPTION
D	11/05/15	ISSUED FOR CONSTRUCTION
B	10/06/15	ISSUED FOR REVIEW
A	09/28/15	ISSUED FOR REVIEW

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: ROBLEY A. EVANS

SIGNATURE: *[Signature]*

DATE: 11/09/2015 LICENSE# 43119 EXP. 6/16

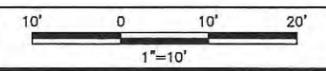
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

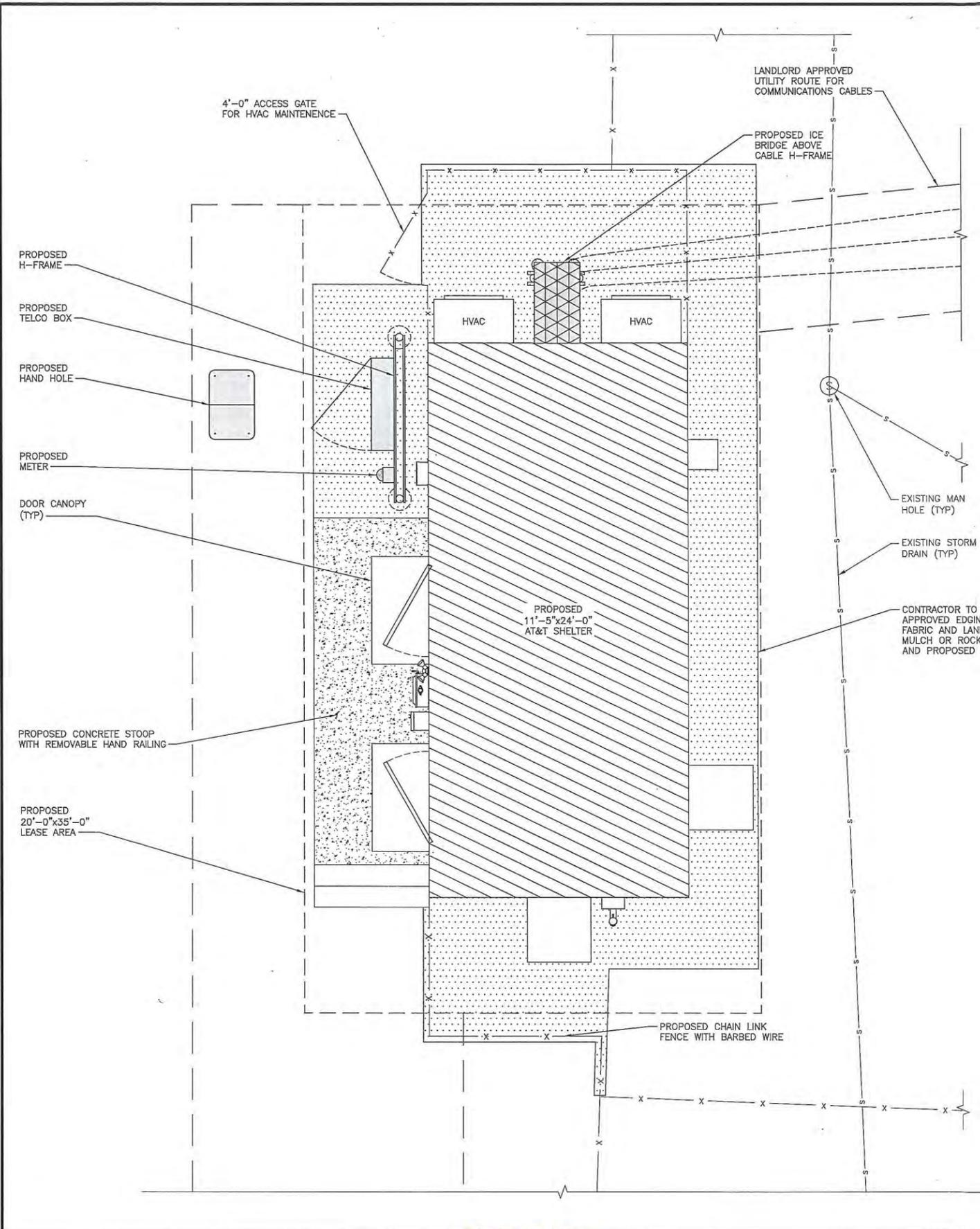
LAKE SHOREVIEW  
MPLSMNU3280  
745 COUNTY ROAD E  
SHOREVIEW, MN 55126  
NSB

SHEET TITLE  
**OVERALL SITE PLAN**

SHEET NUMBER  
**C-01**

**OVERALL SITE PLAN**





WOOD FENCE

CHAINLINK FENCE

LEASE AREA

PROPOSED ICE BRIDGE

**LEGEND**

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE.

THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

PROPOSED-SITE:  
 INSTALL (1) 11'-5"x24'-0" FIBERBOND EQUIPMENT SHELTER  
 INSTALL (1) 7'-0" LONG H-FRAME WITH HOFFMAN BOX  
 INSTALL (1) CABLE H-FRAME  
 INSTALL APPROXIMATELY 43 LF OF CHAIN LINK FENCE

PROPOSED-TOWER:  
 INSTALL (6) ANDREW/COMMSCOPE SBJAH4-1D65C-DL ANTENNAS  
 INSTALL (3) ALCATEL-LUCENT RRH LTE 700  
 INSTALL (3) ALCATEL-LUCENT RRH LTE AWS  
 INSTALL (3) ALCATEL-LUCENT RRH LTE WCS  
 INSTALL (3) RAYCAP DC6-48-60-18-8F SURGE PROTECTION UNIT  
 INSTALL (3) DC POWER TRUNKS  
 INSTALL (3) FIBER TRUNKS

PROPOSED-SHELTER:  
 INSTALL (1) ALPHA POWER BAY  
 INSTALL (1) MARATHON BATTERY STACK  
 INSTALL (2) FIF RACKS  
 INSTALL (3) BBU LTE  
 INSTALL (2) DC12-48-60-RM  
 INSTALL (1) GENERATOR

AT&T TO VERIFY REQUIRED SHELTER EQUIPMENT.

**AT&T MOBILITY**

901 MARQUETTE AVENUE  
 MINNEAPOLIS, MN 55402

**BLACK & VEATCH**

BLACK & VEATCH CORPORATION  
 10950 GRANDVIEW DRIVE  
 OVERLAND PARK, KANSAS 66210  
 (913) 458-2000

PROJECT NO:	188262.1005
DRAWN BY:	JJS
CHECKED BY:	RLF

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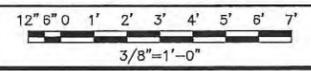
- PROJECT DESCRIPTION**
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  - CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED LTE GPS ANTENNA AND TRANSMITTING ANTENNAS.
  - PROPERTY LINES ARE APPROXIMATIONS ONLY.
  - ANTENNAS & MOUNTS OMITTED FOR CLARITY.
  - FOR FIBER TRUNK REF AT&T LTE GUIDE LINES REV. 1.9 PAGE 13 TABLE 2.1.2.
  - FOR DC POWER CABLE TRUNK REF AT&T LTE GUIDE LINES REV 1.9 PAGE 14 TABLE 2.1.3

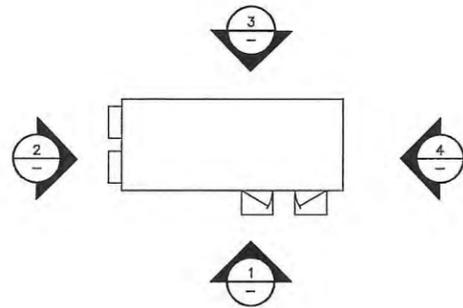
LAKE SHOREVIEW  
 MPLSMNU3280  
 745 COUNTY ROAD E  
 SHOREVIEW, MN 55126  
 NSB

SHEET TITLE  
**LANDSCAPE PLAN**

SHEET NUMBER  
**C-02.1**

**LANDSCAPE PLAN**





SHELTER ELEVATION KEY

1. ALL HATCH PORTS ARE SHIPPED WITH BLANK COVER PLATES. COAX HATCH PLATE IS SHIPPED LOOSE WITH SHELTER AND INSTALLED BY GENERAL CONTRACTOR.
2. GROUND BAR AND CANOPY ARE SHIPPED LOOSE WITH SHELTER AND INSTALLED BY GENERAL CONTRACTOR.
3. ALL VENT HOODS, FUEL TANK VENT LINES AND GENERATOR EXHAUST SHALL BE PAINTED TO MATCH SHELTER.
4. OUTSIDE FINISH COLOR OF HVAC UNITS TO MATCH FINAL SHELTER COLOR.

NOTES

AT&T  
MOBILITY

901 MARQUETTE AVENUE  
MINNEAPOLIS, MN 55402



**BLACK & VEATCH**

BLACK & VEATCH CORPORATION  
10950 GRANDVIEW DRIVE  
OVERLAND PARK, KANSAS 66210  
(913) 458-2000

PROJECT NO: 188262.1005

DRAWN BY: JJS

CHECKED BY: RLF

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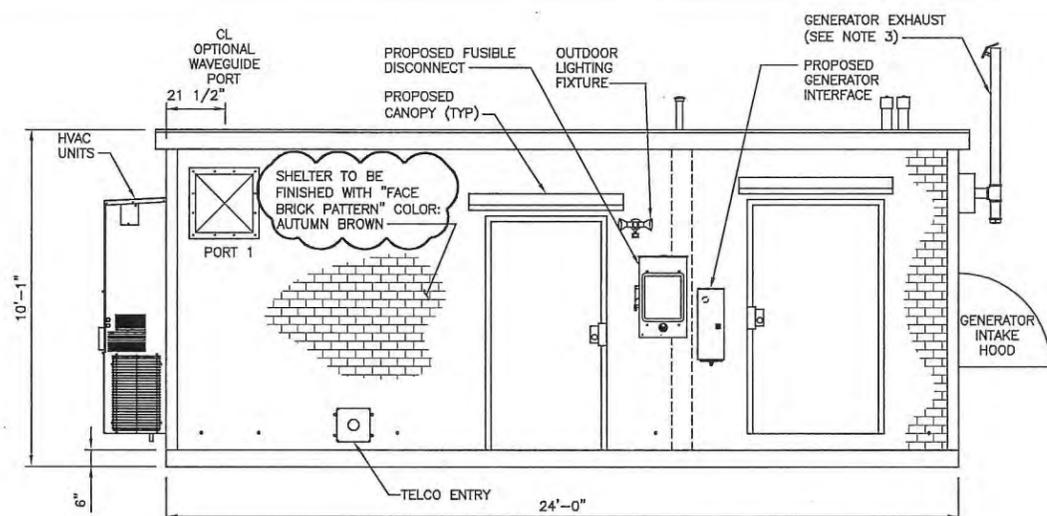
DATE: 11/09/2015 LICENSE# 43119  
EXP. 6/15

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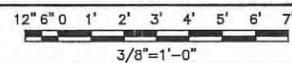
LAKE SHOREVIEW  
MPLSMNU3280  
745 COUNTY ROAD E  
SHOREVIEW, MN 55126  
NSB

SHEET TITLE  
SHELTER DETAILS

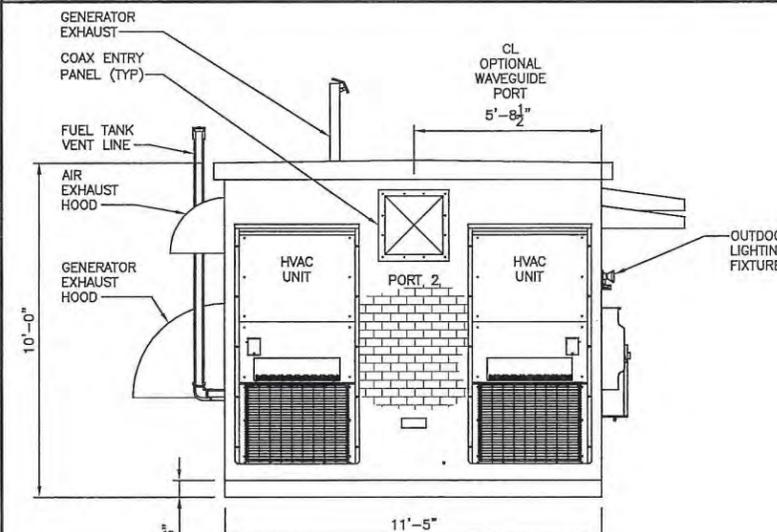
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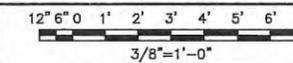
ELEVATION FRONT



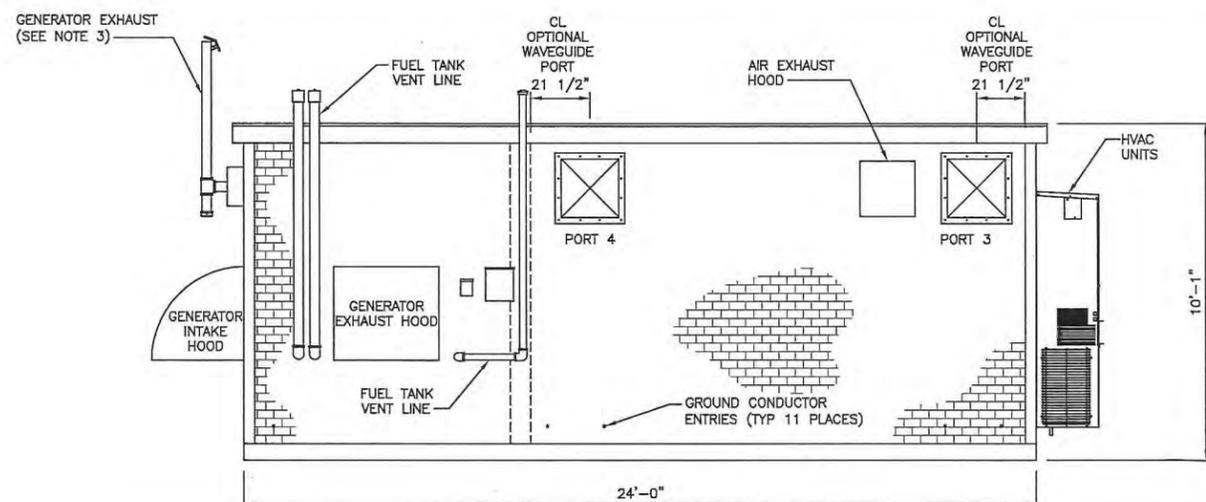
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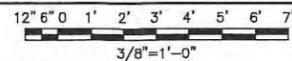
ELEVATION RIGHT



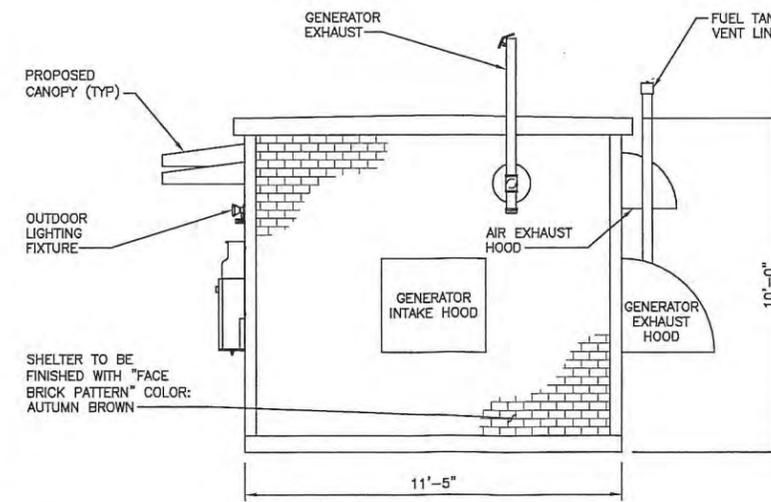
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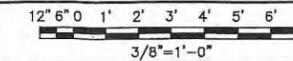
ELEVATION BACK



3



ELEVATION LEFT



4

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 INSTALL (2) DC12-48-60-RM  
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AT&T  
 MOBILITY

901 MARQUETTE AVENUE  
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AT&T TO VERIFY  
 REQUIRED SHELTER  
 EQUIPMENT.

PROJECT DESCRIPTION

1. FENCE NOT ENTIRELY SHOWN FOR CLARITY.
2. WHEN STACKING CABLES 3 OR MORE DEEP, USE STACKABLE SNAP-INS, TALLEY PART NUMBER SSH-158-3 (OR ENGINEER APPROVED EQUAL)

NOTES

THE EXISTING TOWER IS CURRENTLY BEING ANALYZED BY OTHERS TO DETERMINE ITS STRUCTURAL CAPACITY TO CARRY THE PROPOSED LOADS. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE STRUCTURAL ANALYSIS WILL SHOW THAT THE TOWER HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED NEW LOADS. INSTALLATION OF THE PROPOSED EQUIPMENT SHALL NOT COMMENCE UNTIL AN APPROVED STRUCTURAL ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR AT&T AND HAS BEEN REVIEWED BY BLACK & VEATCH. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.

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SIGNATURE: *R. Evans*

DATE: 11/09/2015 LICENSE# 43119  
 EXP. 6/16

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LAKE SHOREVIEW  
 MPLSMNU3280  
 745 COUNTY ROAD E  
 SHOREVIEW, MN 55126  
 NSB

SHEET TITLE

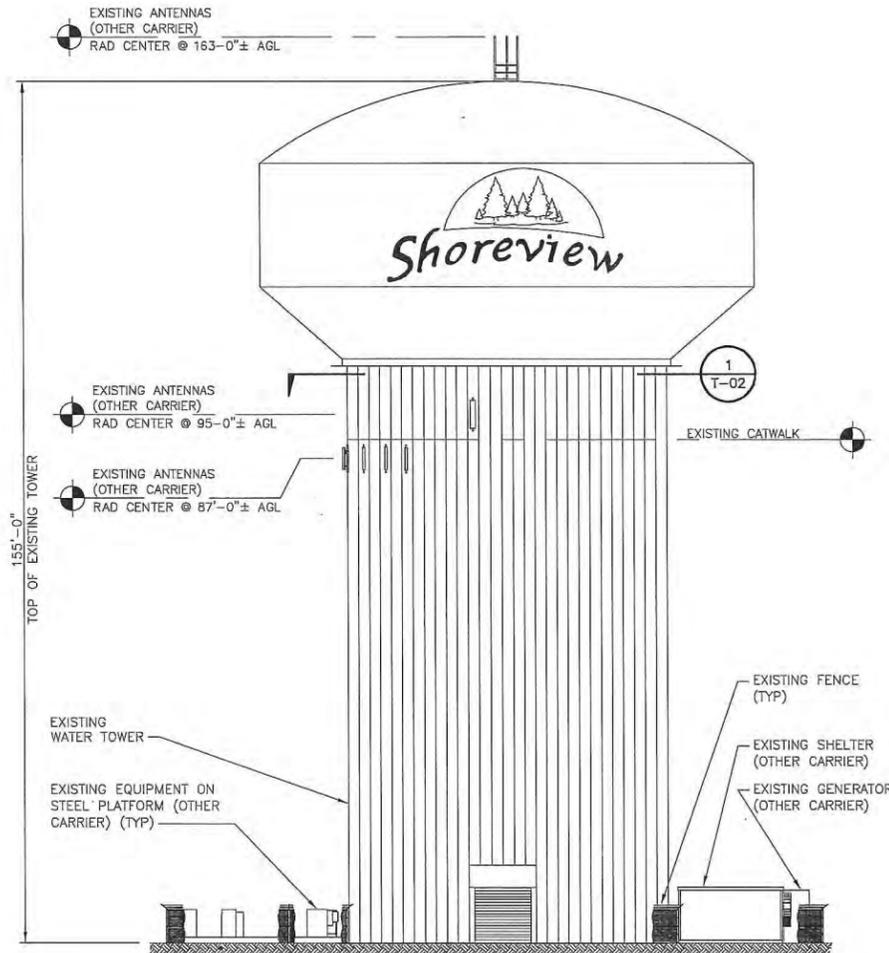
TOWER ELEVATIONS

SHEET NUMBER

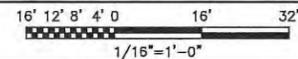
T-01

NOTE: ALL AT&T RF EQUIPMENT TO BE TAGGED AND/OR LABELED

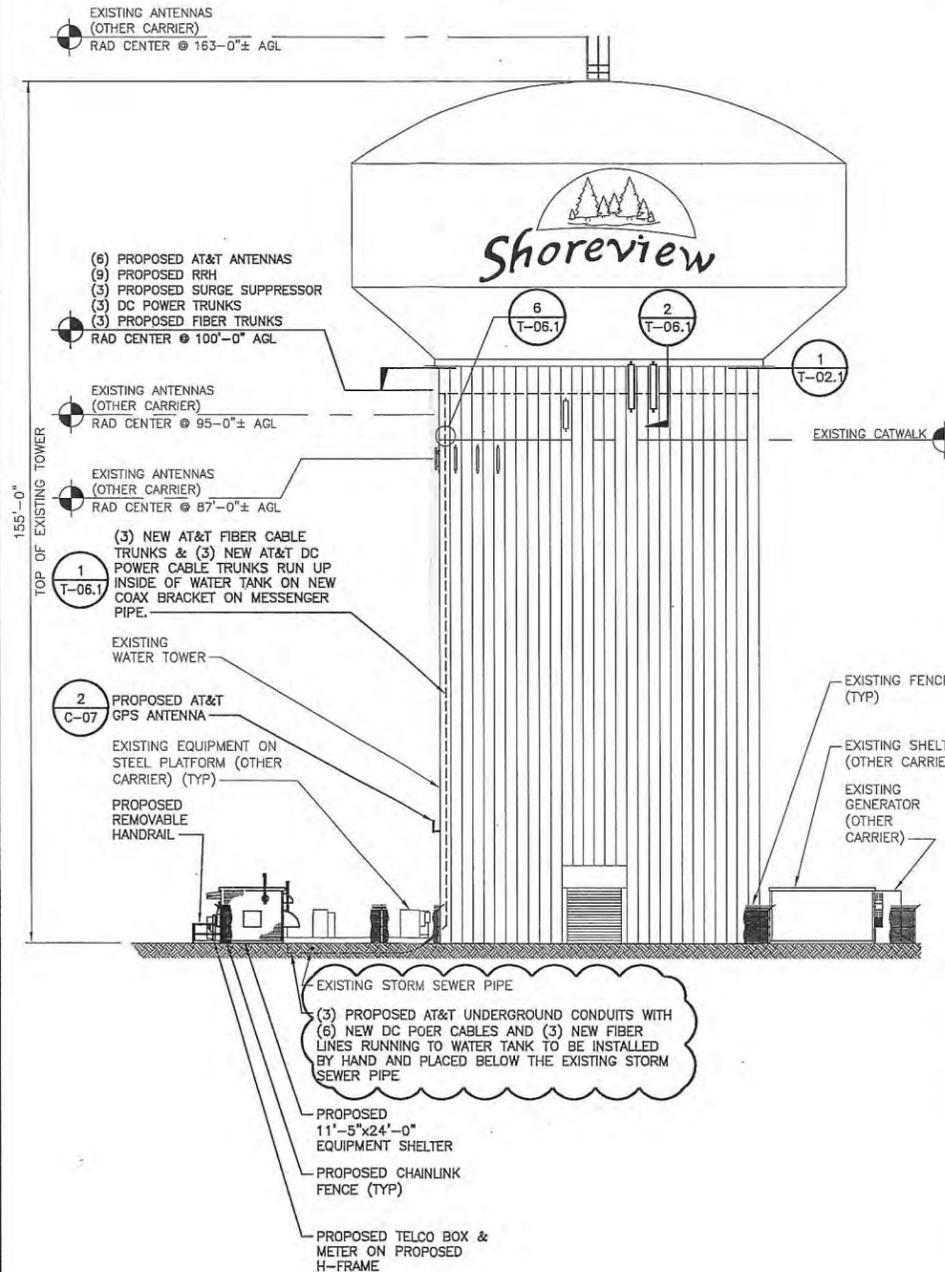
NOTE: EXISTING UTILITIES MUST BE PROTECTED DURING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS



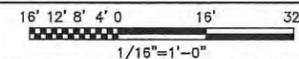
EXISTING WATER TOWER (SOUTH) ELEVATION



1



PROPOSED WATER TOWER (SOUTH) ELEVATION



2

STRUCTURAL NOTE



ATT LAKES STORE / 11-13-15

# FAUX BRICK COLOR HARDENER

BY ARTCRETE, INC.



EMERALD GREEN



SANDSTONE



DESERT SAND\*



GOLDEN SAND



PEACH



SLATE GREEN



AUTUMN BROWN\*



RUST BROWN



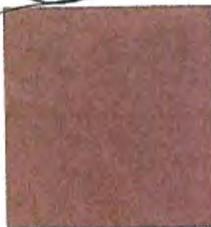
MESA BUFF



VENETIAN PINK



IRISH GREEN



BRICK RED



TILE RED



TERRA COTTA\*



SUNSET ROSE



EBONY



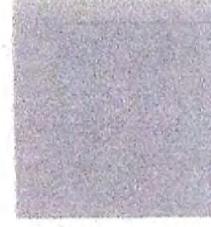
CHARCOAL GRAY\*



DOVE GRAY



PLATINUM GRAY\*



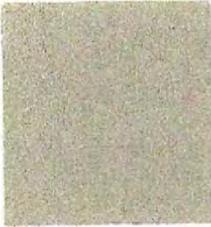
SABLE



PACIFIC BLUE



CAMEO



OYSTER WHITE



MOCHA



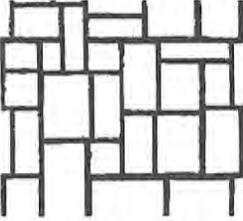
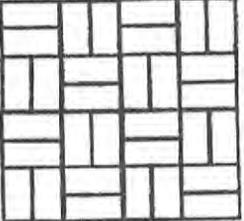
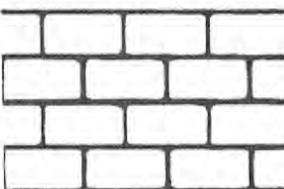
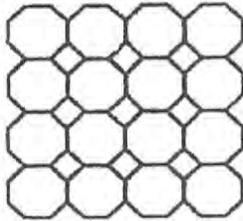
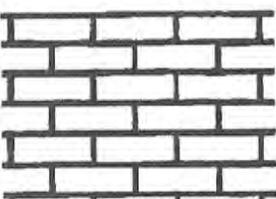
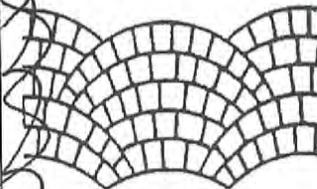
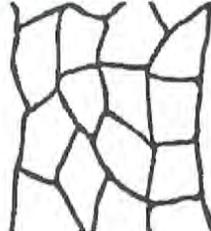
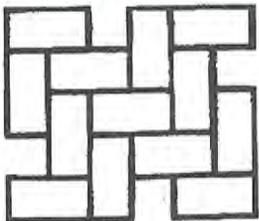
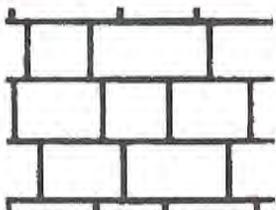
DARK WALNUT

NOTE: Colors on this chart are close approximations. Variations may occur due to differences in cement, water, aggregate and application techniques.

Exclusive Manufacturer of Faux Brick™ Products for Decorative Concrete

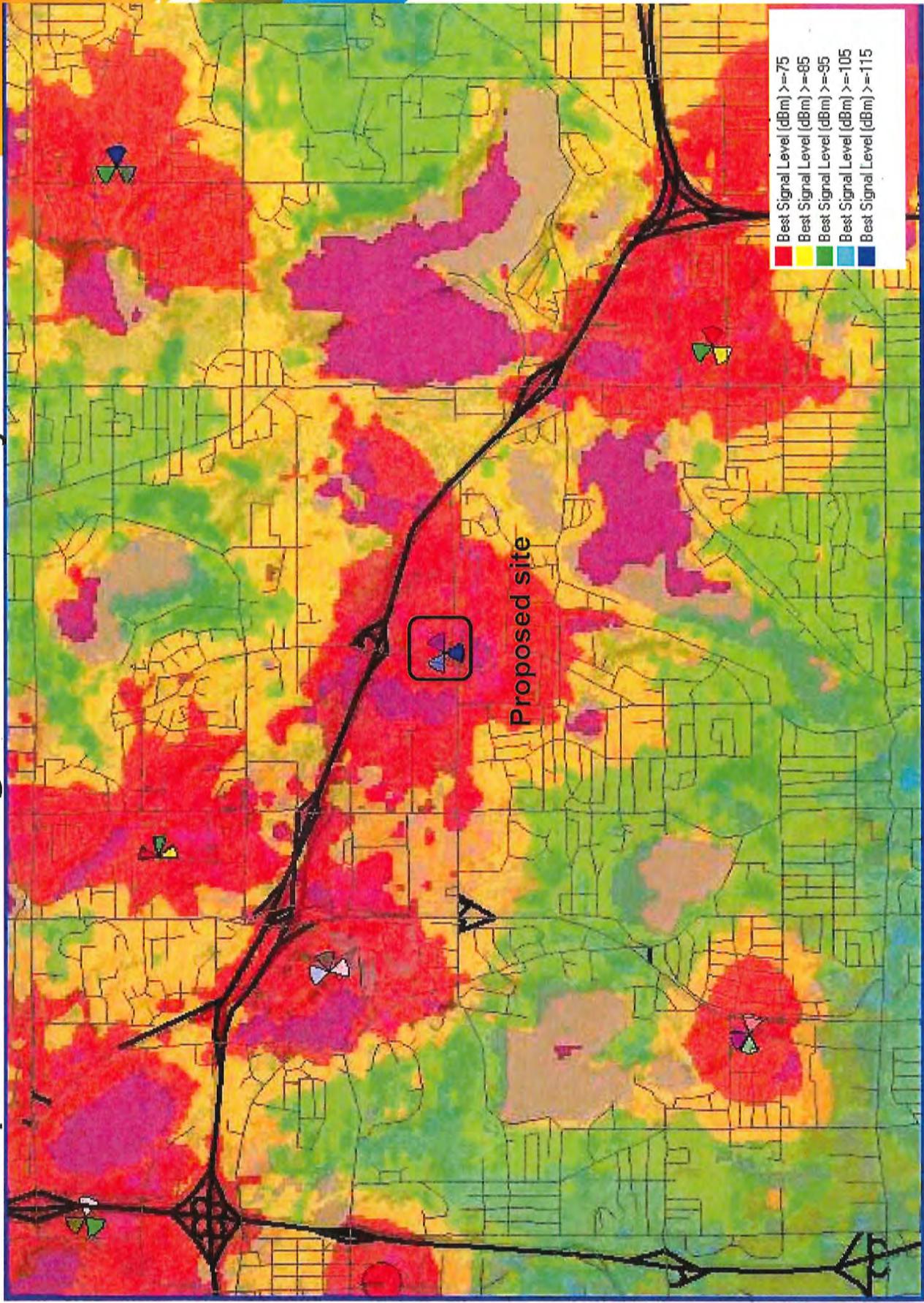
\*These colors available in Release Agent

**STENCIL PATTERNS**

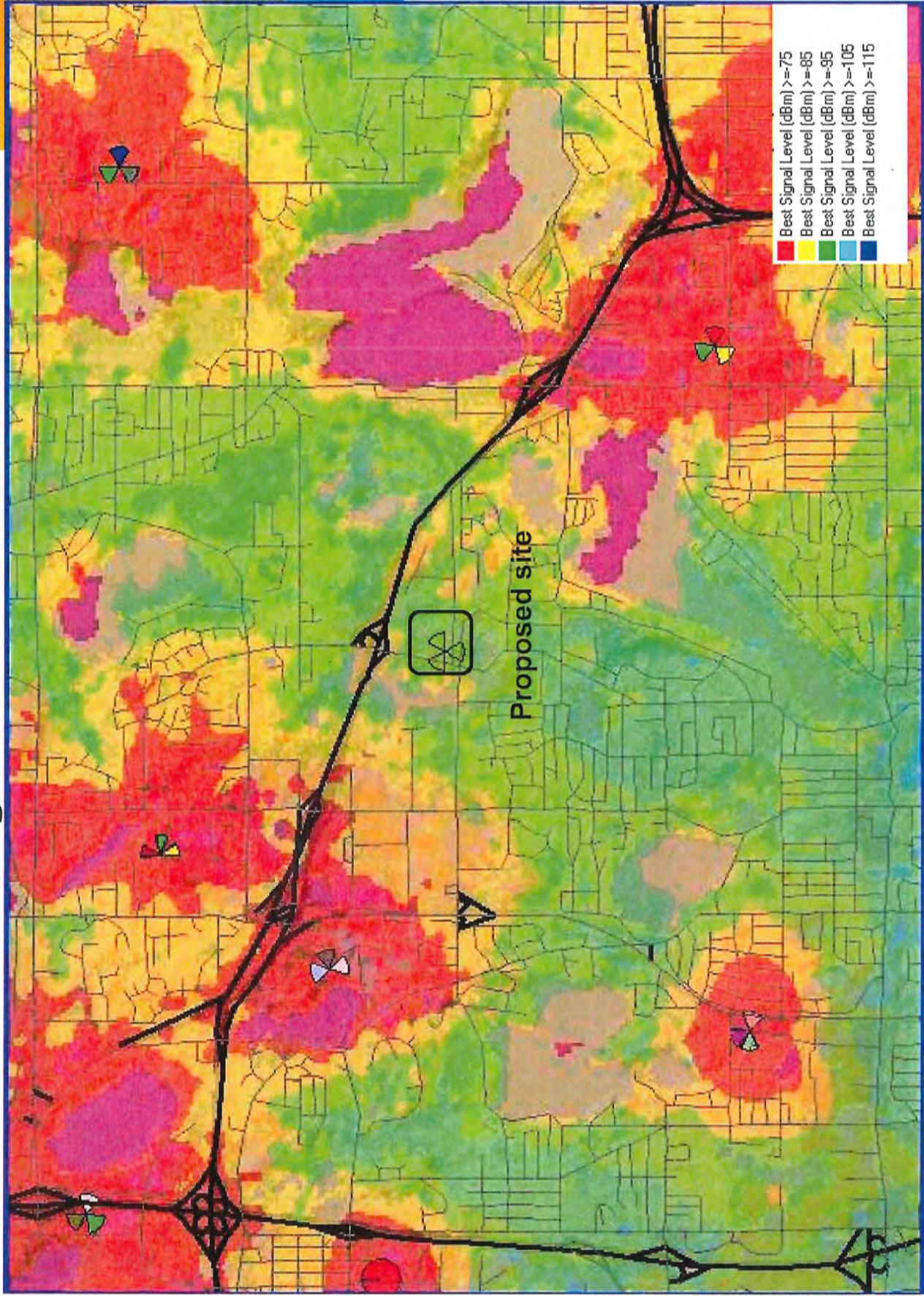
<p><b>Ashlar Slate</b></p>  <p>Random squares and rectangles ranging in size from 2¾" x 4¾" to 11" x 12" with mortar joints ranging from ½" to 1" wide        Width: 36"</p>	<p><b>Basket Weave</b></p>  <p>Bricks are 3¾" x 7¾" with ½" mortar joints arranged in a basket weave pattern        Width: 33"</p>	<p><b>Cinder Block</b></p>  <p>Bricks are 8½" x 15¾" with ¾" mortar joints arranged in a running bond pattern        Width: 38"</p>	<p><b>Diamond Tile</b></p>  <p>Octagonal tile 7¾" wide with ½" mortar joints interspersed with 3" diamond/square tiles        Width: 33"</p>
<p><b>Face Brick</b></p>  <p>Bricks 2¼" x 7¾" with ½" mortar joints arranged in a running bond pattern        Width: 36"        Also available in Vertical Face Brick</p>	<p><b>Fish Scale</b></p>  <p>Random size bricks arranged in a fan pattern with ½" mortar joints        Width: 29"</p>	<p><b>Flagstone</b></p>  <p>Irregular shaped stones ranging in size from 8" x 15" to 7" x 9"        Width: 33"</p>	<p><b>Herringbone</b></p>  <p>Bricks are 3¾" x 7¾" with ½" mortar joints arranged in a herringbone pattern        Width: 33"</p>
<p><b>Hudson Brick</b></p>  <p>Bricks are 3¾" x 10½" with ½" mortar joints arranged in a running bond pattern        Width: 37"</p>	<p><b>Jumbo Brick</b></p>  <p>Random size large bricks with moderately rounded corners; Bricks are 5½" wide and range in length from 4½" to 11"        Width: 36"</p>	<p><b>Mock Herringbone</b></p>  <p>Bricks 4" x 8" with ½" mortar joints arranged in 37" panels of herringbone pattern with 2¼" x 6" border bricks        Width: 40"</p>	<p><b>Old Chicago Brick</b></p>  <p>Random broken bricks ranging in size from 2½" x 3¾" to 3¾" x 9" with mortar joints ranging from ½" to 1½"        Width: 37"</p>

Faux Brick® Non-Adhesive Stencils are available in 1,000 sq. ft., 500 sq. ft., and 100 sq. ft. rolls.  
 Faux Brick® Adhesive Stencils are available in 500 sq. ft., and 100 sq. ft. rolls.

# Proposed coverage. 745 County Road E



# Current Coverage 745 County Road E





Building a Better World  
for All of Us<sup>®</sup>

November 20, 2015

RE: City of Shoreview, Minnesota  
AT&T at County Road E Water Tower  
Site No. MPLSMNU3280  
SEH No. SHORE 134635 14.00

Jason Hall - President  
Hall Institute  
7365 Kirkwood Court North  
Suite 320  
Maple Grove, MN 55369

Dear Mr. Hall.:

In accordance with the request of the City, we have reviewed the plans submitted by Black & Veatch dated November 5, 2015, referencing the construction of the proposed AT&T Project at the County Road E water tower in the City of Shoreview and have the following comments for your review:

1. Sheet C-03, Shelter plan:
  - The fenced area on the north side of the shelter from the HVAC units to the immediate fenced in area require a concrete apron sloped slightly for drainage. This and other landscaping needs to be discussed with the City.
  - Proposed lights above the stoop cannot remain on constantly, details need to be provided for a motion detector or a switch.
2. Sheet C-04, Shelter Details:
  - A building permit will be required for the prefab shelter. Product sheets will need to be provided to the City of Shoreview for the prefab shelter that includes information on the outside finish type and color. The City, building inspector and code enforcement will all need to confirm that the size, appearance, foundation, and construction of the prefab shelter are acceptable.
  - Provide product sheets to the City of Shoreview for the generator and information regarding the maintenance and schedule of generator testing dates and times and decibel rating. The generator product sheets or supplemental information must also specify the capacity of the spill/leak/overflow containment system.
3. Note: This project and all aspects of construction will need to be discussed at a preconstruction meeting prior to commencement of project construction.
4. Additional Guidelines and specifications are included. SEH encourages communication with tenant during the design process to reduce plan revisions.

Based on our review and the above information as provided by Black & Veatch, it is our opinion the City of Shoreview can proceed with approval of this phase of the project, as the remaining items are considered minor in nature and must be addressed with a revised plan set received prior to scheduling a pre-construction meeting. Following approval by the City, a pre-construction meeting must be scheduled

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196  
SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Jason Hall - President  
AT&T at County Road E WT  
November 20, 2015  
Page 2

by the tenant to include the City, SEH, the contractor and AT&T's representatives prior to commencement of project construction.

If you have any questions regarding our comments, please contact Jess Davison directly at 651.318.0343.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



John Cvek  
Project Review Manager

dmk

Attachments

c: Robert Warwick – City of Shoreview, Minnesota  
Dan Zienty – SEH Saint Paul Office  
Dale Romsos – SEH Saint Paul Office

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**\* Disclaimer - "SEH and the City review plan sets for each Tenant's proposed installations and upgrades in the order that they are received. Each review is independent of any other proposed Tenant modification(s). Any approval of Tenant's proposed installation are conditioned upon Tenant completing its approved improvements prior to another Tenant completing its modifications. If Tenant's proposed improvements are approved but Tenant fails to promptly commence construction such that another subsequent Tenant completes its improvements first, Tenant may need to resubmit its plans and update its structural analysis to reflect the new site conditions".**



# OWL ENGINEERING & EMC TEST LABS, INC.

CONSULTING COMMUNICATIONS ENGINEERS • EMC TEST LABORATORIES

5844 Hamline Avenue North, Shoreview, MN 55126  
651-784-7445 • Fax 651-784-7541

July 14, 2014

City of Shoreview  
Mr. Robert Warwick  
Senior Planner  
4600 Victoria St. N  
Shoreview, MN 55126

Reference: Shoreview South Water Tower Updated Interference Study

Dear Mr. Warwick:

I have completed the intermodulation (interference) study for the proposed modification to the AT&T communications system on the South Water Tower at 745 County Road E in Shoreview. This study is an update of the previous one that was performed with the addition of the Clearwire Wireless system. In the case where existing tenants' channels were available they were used. Because of the large amount of potential frequencies available with some of the technologies already on the tower a random subset of each of these types of technologies was selected for the analysis. I also considered the microwave systems that operate in the 18 & 23 GHz bands using highly directive dish antennas. Additionally, I included any city frequencies used by Public Works and Public Safety even though they were not installed on the water tower. This was so if a mobile unit passed nearby or if they were mounted in the future, protection was considered. The existing users on the tower that were examined were Sprint, Clearwire, Verizon and AT&T.

The study shows that there are no predicted (low order) interference intermodulation products generated from combinations of existing and proposed channels at this site. When the proposed communications facility is constructed, antenna separation, antenna pattern directionality properties and equipment filtering will further reduce the potential of intermodulation induced interference. This analysis is a mathematical study and will not account for interference mitigation that will occur due to the differences in technologies and equipment configurations and filtering. This study assumes a worst-case scenario using as many as five transmitters operating simultaneously (which is a rare occurrence).



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In summary, the use of good engineering and installation practices should mitigate any interference to any existing communications systems on the tower and it is my opinion that the AT&T proposed modifications should not cause any harmful interference problems on the tower to any of the existing communications systems.

If you have any questions in this matter please contact me.

Sincerely,

A handwritten signature in black ink that reads "Garrett G. Lysiak". The signature is written in a cursive, flowing style.

Garrett G. Lysiak, P.E.

## SITE LEASE AGREEMENT

Section 1. **PARTIES.** THIS SITE LEASE AGREEMENT ("Lease" or "Agreement"), is dated the \_\_\_ day of, 2016, and is entered into by and between the City of Shoreview, a Minnesota municipal corporation ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant"), (with a mailing address of 575 Morosgo Dr. NE, Atlanta, GA 30324), its successors and assigns, for the leasing of certain property interests at 745 County Road E, Shoreview, MN 55126, pursuant to the following terms:

Section 2. **RECITALS.**

1. Landlord is the record fee owner of the real property described on Exhibit A, attached and incorporated ("Property").
2. The Property is improved with a water tower (the "Tower"), private telecommunication company equipment, cabinets and appurtenances.
3. Portions of the Property are encumbered by a public right-of-way and private non-exclusive access and utility easements for the telecommunication companies which have leased portions of the Property from Landlord.
4. Tenant wishes to install, operate, maintain, and/or if necessary, replace equipment cabinets and an emergency generator within a prefabricated equipment shelter structure on the surface of the Property; construct an antennae array on part of the Tower; and install cabling and appurtenances to connect the equipment cabinets to the antennae array, all as described herein as the "Wireless Telecommunications Facility"; and also to use a part of the Property for a non-exclusive access and utility easement ("Access/Utility Easement"), as legally described in Exhibit B.
5. The Wireless Telecommunications Facility and the Access/Utility Easement are described and illustrated on Exhibit C ("WTF Plans and Specifications") attached and incorporated.
6. The WTF Plans and Specifications were prepared by Black & Veatch, are titled AT&T Mobility, MPLSMNU3280, 11663337, Lake Shoreview and consist of 46 pages.
7. The portion of the Property and the Tower which is leased to Tenant and subject to the terms of this Lease shall hereinafter be referred to as the "Premises".

Section 3. **TERMS AND CONDITIONS.** Now therefore, in consideration of the mutual undertaking herein expressed, the parties agree to be bound, pursuant to the terms of this Lease.

1. **Initial Term.** The initial term of this Lease shall be five (5) years ("Initial Term"), commencing on the date Tenant starts construction of its Wireless Telecommunications Facility or June 1, 2016 whichever first occurs (the "Commencement Date") The Initial Term will terminate on the fifth (5th) anniversary of the Commencement Date.

2. **Renewal Terms.** Tenant shall have the right to extend this Lease for three (3) additional five (5)-year terms (“Renewal Terms”). This Lease shall automatically renew for each successive Renewal Terms unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Each Renewal Term shall be on the same terms and conditions as set forth herein except that the Rent (as hereinafter defined) shall be increased each calendar year as provided for in Sec. 3-6(A) of this Lease.
3. **Permitted Use.** Tenant may use the Premises for the transmission and reception of communications signals in conformance with FCC regulations, and the installation, construction, maintenance, operation, repair, replacement and upgrade of the Wireless Telecommunications Facility and the Access/Utility Easement (“Permitted Use”) in accordance with Exhibits B, C and D and the terms of this Agreement.
4. **Location and Design of Facilities, Structures or Equipment.** The construction, location and design of the Wireless Telecommunications Facility on the Premises must be in accordance with the WTF Plans and Specifications contained in Exhibit C; must be in compliance with the conditions of approval attached as Exhibit D; must be approved by the Landlord prior to installation or construction which approval will not be unreasonably withheld, conditioned or delayed; and must be in compliance with all applicable city, state and federal regulations and codes prior to installation. Tenant must obtain all necessary approvals from governmental agencies, including the State of Minnesota and the City of Shoreview. Any facility, structure, equipment or other type of improvement, including the Wireless Telecommunications Facility, shall be installed by Tenant on the Premises at its sole cost and expense.
5. **Emergency Response and Cessation of Use Due to Interference.** Any facility, structure, equipment or other type of improvement, including the Wireless Telecommunications Facility, installed by Tenant on the Premises must be of a type and installed in such a manner so as to avoid causing any disruption to the communication signals, transmissions or reception (hereinafter “Interference”) of any public safety governmental communication equipment installed on the Property by the Landlord or other public agency now or in the future. If any such Interference is alleged by the Landlord and it provides reasonable evidence that such Interference is likely caused by the Tenant’s use or operation of the Premises or any facilities, structures, equipment or other types of improvements installed thereon by the Tenant, it shall become the immediate and affirmative duty of the Tenant to diligently pursue a cure to remove the Interference.

The parties agree that such reasonable evidence of an Interference that is likely caused by Tenant’s use or operation of the Premises and warrants an emergency response will not be subject to the Notices provision in Sec. 3-25. Rather, Landlord shall provide notice of reasonable evidence that the Interference is likely caused by the Tenant’s use or operation of the Premises verbally by telephone to the following:

AT&T Network Operations Center: 1-800-638-2822

Upon providing notice of reasonable evidence that any Interference is likely caused by Tenant's use or operation of the Premises, Tenant shall send a qualified technician or representative to the Premises within twenty-four (24) hours from the time that the notice of reasonable evidence is provided by Landlord. The required twenty-four (24) hour emergency response time under these circumstances is applicable 24 hours a day, 7 days a week. The qualified technician or representative shall be capable of assessing the situation and eliciting the necessary response, including any repairs, alterations or modifications to Tenant's Wireless Telecommunications Facility.

If such Interference cannot be cured within twenty-four (24) hours after the notice provided for in this Section 3-5, the Tenant shall immediately cease using or operating the facilities, structures, equipment or other types of improvements installed thereon suspected of causing the Interference (except for intermittent testing to determine the cause of such Interference) until such Interference is cured. If Tenant cannot eliminate the Interference after commercially reasonable efforts, Tenant shall have the right, in its sole discretion, to terminate this Lease upon ten (10) days' written notice to Landlord.

6. **Rent.**

A. **Basic Rent.** Commencing on the Commencement Date, Tenant shall pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. Three Thousand Four Hundred and No/100 Dollars (\$3,400.00) (the "Rent"). In any partial month in which Rent is due and payable, Rent will be prorated. The initial Rent payment shall be forwarded by Tenant to Landlord within forty-five (45) days after the Commencement Date. In year two (2) of the Initial Term, and each year thereafter, including throughout any Renewal Terms exercised, the Rent shall increase by four percent (4%) over the Rent paid during the previous year.

B. **Additional Equipment.** Tenant may not add additional facilities, structures, equipment or other types of improvements, including equipment cabinets, cables and/or antennas beyond those shown on Exhibit B without the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. There shall be additional Rent charged, as determined by Landlord, for any additional facilities, structures, equipment or other types of improvements, including equipment cabinets, cables and/or antennas that are installed on the Premises by the Tenant based upon the proportional increase in the amount of new facilities, structures, equipment or other types of improvements installed relative to the equipment or antennas shown in Exhibit C or approved by the Landlord at the time of the execution of this Lease. Notwithstanding anything herein to the contrary, Tenant has the right to perform routine maintenance, and repairs without increase to the Rent. Replacements and upgrades to

equipment fully located within the equipment shelter are permitted without Landlord approval and without increase to the Rent when no changes to the exterior appearance of the Wireless Telecommunications Facility are made.

C. **Taxes.** In addition to Rent, and in accordance with Section 3-13, below, Tenant agrees to timely pay any taxes, real or personal, directly attributable to its installation of the Wireless Telecommunications Facility.

7. **Interference.** Tenant shall not use the Premises in any way that adversely interferes with the use of the Property by Landlord in violation of Tenant's rights or obligations under the Lease. Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the date of this Lease. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies, as licensed by the Federal Communications Commission and in accordance with all applicable laws and regulations. Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, the Property in a manner that in any way adversely interferes with the Tenant's Permitted Use of the Premises described in Section 3-3 of this Lease. For the purposes of this Lease, "Interference" may include, but is not limited to, any use on the Property that causes electrical, electronic or physical obstruction with, or degradation of, the communications signals from the Wireless Telecommunications Facility. Interference shall be deemed a Default pursuant to Section 3-23. The interfering party shall upon written notice from the other party, be responsible for immediate termination of the Interference. In the event any such Interference does not cease promptly, the parties acknowledge that continuing Interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease following any applicable cure period immediately upon written notice.

8. **Tenant's Use.**

A. **User Priority.** Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication Interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. Landlord;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord;
3. Other governmental agencies where use is not related to public safety;

4. Existing telecommunication providers already on site, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations;
  5. Tenant
  6. Other telecommunication providers that locate equipment or begin operations following the full execution of this Agreement.
- B. **Premises.** Tenant shall have the non-exclusive right to the use of the Property and Landlord specifically reserves the right, except as set forth in Section 3-19(D) herein, to allow the Property, except that part of ground space covered by Tenant's equipment shelter or that portion of the Tower to which Tenant's antennas are attached, to be used by other parties and to make all additions, deletions, or modifications to its own facilities on the Property in a manner that does not limit Tenant's rights and privileges under this Lease. Tenant shall comply with all applicable ordinances, statutes, and regulations of local, state, and federal government agencies.
- C. **Technical Studies.** Prior to the initial construction or future modifications (that require Landlord approval) to the Wireless Telecommunications Facility as illustrated on Exhibit C, Tenant must obtain and pay for the reasonable costs of:
1. A Radio Frequency Interference (RFI) study carried out by an independent and qualified professional selected by the Landlord and approved by Tenant, which approval shall not be unreasonably withheld, showing that Tenant's intended use will not interfere with any existing communications facilities;
  2. An Engineering Study showing that the Tower is able to support the Wireless Telecommunications Facility, as illustrated in Exhibit C attached hereto, without prejudice to the Landlord's use of the Tower; and if the RFI Study determines that there is a potential for Interference that cannot be reasonably remedied, in either party's discretion, or, if the Engineering Study determines that the Wireless Telecommunications Facility cannot be constructed without prejudice to the Tower, either party may terminate this Lease immediately upon written notice, and the Tenant shall be entitled to reimbursement of any pre-paid Rent prior to the date of termination. Cost of any of the above studies must be paid by Tenant within forty five (45) days after receiving written notice of the costs.
- D. Landlord shall consent to the installation of additional antennas if necessary in order to reasonably accommodate Tenant's needs, provided the additional antennas and associated equipment comply with Sections 3-3, and subject to Sections 3-8F and G. Such approval shall not be unreasonably withheld,

conditioned or delayed. Additional Rent and an amendment to this Site Lease Agreement may be required for equipment beyond that illustrated on Exhibit C.

- E. **Operation.** Tenant shall have the right, at its sole cost and expense, to operate and maintain the Wireless Telecommunications Facility on the Premises in accordance with good engineering practices, and in compliance with all applicable FCC rules and regulations. Tenant's installation of all Wireless Telecommunications Facility shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage done by Tenant, its employees, agents or contractors to the Premises or other Landlord property, including the Tower, during installation or during operations, shall be repaired at Tenant's expense within thirty (30) days after notification of damage. If Tenant fails to repair the damage described by the Landlord in the written notice, then Landlord may choose a party other than Tenant to repair such damages, and Tenant shall pay the reasonable cost of said repair within forty-five (45) days following receipt, from Landlord, of the invoices and/or receipts for such repair(s) made. The Wireless Telecommunications Facility shall remain the exclusive property of the Tenant. Landlord covenants and agrees that no part of the Wireless Telecommunications Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term, except that any ports or other penetrations made to the Tower, or any equipment or appurtenances welded to the Tower remain the property of Landlord and Landlord retains the exclusive right to require that welds or penetrations made to the Tower are in accordance with its requirements and specifications. If the event that Tenant alters its Wireless Communications Facility, Landlord reserves the right to require that welds and penetrations no longer used by Tenant as a result of the alteration, are restored as specified in Section 3-16(D), repaired, or retained in place and condition as determined in the sole discretion of Landlord.
- F. **Maintenance; Improvement Expenses.** Landlord will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. All modifications to the Premises and all improvements made for the Tenant's benefit shall be at the Tenant's expense and such Wireless Telecommunications Facility shall be maintained in a workmanlike state of repair and secured by Tenant. If the Wireless Telecommunications Facility is mounted on the Tower, it shall, at all times, be painted, at Tenant's expense, the same color as the Tower.
- G. **Replacements.** Tenant may update or replace the Wireless

Telecommunications Facility from time to time as Tenant determines to be necessary for the continued safety and operational capacity of the Wireless Telecommunications Facility. A replacement shall be the direct replacement of items of the same equipment, with the same size, weight, location, and method of attachment as the equipment originally approved, and as shown in Exhibit C. Prior to any updating or replacement of the Wireless Telecommunications Facility, Tenant shall notify Landlord and provide detailed plans and specifications of such updated or replacement equipment to Landlord, pursuant to Section 3-6B hereof. Such plans and specifications shall be reviewed and approved by Landlord and/or a consultant selected and paid for by Landlord, provided that when the plans propose any welds, penetrations or other modifications to the Tower, then such reasonable consultant fees and inspection costs shall be paid for by the Tenant, according to usual and customary rates of like fees and inspections. Such approval by Landlord may not be unreasonably withheld, delayed or conditioned. Any and all objections to such plans and specifications shall be made in writing within fifteen (15) business days after submission. Failure to object within such fifteen (15) business days shall be deemed to be consent by Landlord of all plans and specifications. .

- H. **Drawings.** Within thirty (30) days of completion of the initial installation and any future alterations that require Landlord approval, Tenant shall provide Landlord with as-built drawings of the Wireless Telecommunications Facility installed on the Premises and a complete and detailed inventory of its Wireless Telecommunications Facility located on the Premises.
- I. **Access.** Tenant, at all times during this Lease shall have access to the Premises from an open and improved public road to the Premises in order to install, operate, and maintain its Wireless Telecommunications Facility, except that when Tenant requires access to the Tower, it shall provide 24-hour notice and reimburse Landlord for its reasonable cost for providing a security escort inside the Tower. Tenant shall notify the Ramsey County Sheriff's Office, at (651) 266-7352, twenty-four (24) hours prior to entering the Premises, except in an emergency or if the access is confined to the Tenant's equipment shelter. In the event of an emergency, Tenant shall notify the Ramsey County Sheriff's Office, at (651)266-7352, as soon as possible, but prior to entering the Premises.
- J. **Payment of Utilities.** Tenant shall secure its own metered electrical supply for the consumption of electricity and other utilities associated with its use of the Premises. Tenant shall promptly pay directly to the company providing the utility or similar services including electrical power and telecommunications all costs associated therewith. Landlord agrees to cooperate with Tenant in its efforts to connect the Wireless Telecommunications Facility to existing utility service at Tenant's expense.
- K. **Nuisance Abatement.** Tenant agrees that if its use of the Premises or any

of the facilities, structures, equipment or other types of improvements installed thereon produces noise levels in violation of local ordinance, regulation, code or laws and causes disturbance to the surrounding neighbors of the Property, Tenant will at its own expense install noise mitigating equipment or a buffer to meet City and State noise standards.

9. **Governmental Approval Contingency.**

A. **Tenant Application.** Tenant's right to use the Premises is expressly contingent upon (i) obtaining all the certificates, permits, zoning and other approvals that are required by any federal, state, or local authority and (ii) obtaining the technical studies referred to in Section 3-8(C). Landlord shall cooperate with Tenant in Tenant's efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the Tenant's Permitted Use.

B. **Non-Approval.** In the event that any application necessary under Section 3-9(A) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Premises for its intended purposes, Tenant may terminate this Lease upon Landlord's receipt of Tenant's written notice. Except as required under Section 3-16 (D) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

10. **Emergency Facilities.** Landlord will provide notice to Tenant of any casualty, natural or man-made disaster or other harm ("Casualty") affecting the Property within forty-eight (48) hours of the Casualty. In the event of a Casualty, in order to protect the health, welfare, and safety of the community, Tenant, at its sole cost, may erect additional Wireless Telecommunications Facility and install additional equipment (including a cell-on-wheels) at no additional Rent or charge on a temporary basis in a Landlord approved location on the Property to assure continuation of service. Such temporary operation shall not exceed one hundred eighty (180) days unless Tenant obtains written approval from the Landlord.

11. **Additional Maintenance Expenses.** Tenant shall pay all reasonable expenses incurred by Landlord in maintaining the Premises, including painting or other maintenance of the Wireless Telecommunications Facility, that are directly caused by Tenant's occupancy of the Premises. These expenses shall not exceed \$500.00 annually. Landlord will supply Tenant with invoices and/or receipts of such incurred expenses. Landlord may schedule periods of Tower maintenance, upon one-hundred twenty (120) days-notice to Tenant, and, at Landlord's expense, Tenant shall protect its equipment installed on the Tower, and if necessary remove its equipment. During any period of scheduled maintenance, Tenant shall be allowed, if necessary for continued operations, to place a temporary cell site and antenna structure on Landlord's Property, but Landlord shall not be responsible for any interruption of Tenant's operations during such period,. Any maintenance will

be conducted by Landlord as diligently and expeditiously as possible.

12. **Defense and Indemnification.**

- A. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs or expenses of litigation arising out of the use and/or occupancy of the Leased Premises by Tenant, except to the extent attributable to the negligence or willful conduct of Landlord, its employees, agents or contractors.

To the extent permitted by law, Landlord agrees to defend, indemnify and hold harmless Tenant from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs or expenses of litigation arising from the actions or failure to act of Landlord, its elected officials, officers, employees, agents, and representatives or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligence or willful conduct of Tenant, its agents or contractors. It is understood that Tenant shall specifically exclude any recovery for value of the business of Tenant as an on going concern, future expectation of profit, loss of business or profit, or other related damages to Tenant.

- B. **Hazardous Materials.** Without limiting the scope of Section 3-12 (A) above, Tenant will be solely responsible for and will indemnify and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Premises resulting from Tenant's use of Hazardous Materials in violation of any applicable governmental laws or regulations regarding the protection of the environment or worker health and safety. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA; provided, however, Tenant shall be permitted to use batteries, fuel or other Hazardous Materials used in the ordinary course of Tenant's business and in accordance with all applicable laws and regulations. . This defense and indemnification shall not apply to claims, costs and liabilities arising from Landlord's negligence or willful misconduct. Notwithstanding the foregoing, Tenant shall be permitted to use batteries or other Hazardous Materials used in the ordinary course of Tenant's business in accordance with all applicable laws and regulations.

Landlord warrants and represents to Tenant that Landlord has no knowledge of any Hazardous Materials on the Landlord's Property. Landlord shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and

reasonable attorney's fees resulting from the presence of Hazardous Materials on, under or around the Property or resulting from Hazardous Materials being generated, stored, disposed of, or transported to, on, under, or around the Property as long as the Hazardous Materials were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.

- C. **Tenant's Warranty.** Tenant represents and warrants that its use of the Premises will not generate and Tenant will not store or dispose of on the Premises, nor transport to or over the Premises, any Hazardous Materials other than batteries or other Hazardous Materials used in the ordinary course of Tenant's business in accordance with all applicable laws and regulations, unless Tenant specifically informs Landlord thereof in writing twenty-four (24) hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Premises other than batteries or other Hazardous Materials used in the ordinary course of Tenant's business in accordance with all applicable laws and regulations. The obligations of this Paragraph 3-12 shall survive the expiration or other termination of this Lease.

In the event Tenant becomes aware of any Hazardous Materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

13. **Taxes.**

- A. Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 3-13. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.
- B. In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be

responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

- C. For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.
- D. Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.
- E. Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 3-13(E) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 3-23, provided that Tenant may exercise such right only after having provided to Landlord notice per Section 3-25, and the opportunity to cure per Section 3-23. Notwithstanding the foregoing, Tenant shall not be required to give notice and an opportunity to cure if doing so would prohibit Tenant from exercising its rights under applicable law or if Tenant reasonably believes that a tax delinquency sale or other forfeiture of the property may occur within such cure period.

- F. Any tax-related notices shall be sent to Tenant in the manner set forth in Section 3-25 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site # MPLSMNU3280;  
Cell Site Name: Lake Shoreview (MN)  
Fixed Asset No: 11663746  
575 Morosgo Dr. NE  
Atlanta, GA 30324

- G. Notwithstanding anything to the contrary contained in this Section 3-13, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

14. **Insurance.**

- A. **Workers' Compensation.** The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 bodily injury for each accident, \$500,000 bodily injury by disease, policy limit, and \$500,000 bodily injury by disease, each employee.
- B. **General Liability.** Tenant must maintain an occurrence form Commercial General Liability coverage.
1. Such coverage shall provide coverage for third party, bodily injury and property damage arising out of Tenant's activities on the Property.
  2. Tenant must maintain aforementioned Commercial General Liability Coverage with limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. These limits may be satisfied by the Commercial General Liability Coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying Commercial General Liability Coverages.
- C. **Automobile Liability.** Tenant must carry Automobile Liability coverage.
1. Coverage shall afford total combined single limits in the amount of \$1,000,000 per occurrence. The liability limits may be afforded under the Commercial Automobile Liability Policy, or in

combination with an Umbrella or Excess Liability Policy provided coverage afforded by the Umbrella or Excess policy is no less than the underlying Commercial Automobile Liability coverage.

2. Coverage shall be provided for third party bodily injury and property damage arising out of the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.
- D. **Adjustment to Insurance Coverage Limits.** Tenant agrees to periodically review and adjust insurance coverage limits in accordance with then-current market and industry standards during the Term.
- E. **Additional Insured-Certificate of Insurance.** Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company eligible to do business in the state of Minnesota, which includes all coverages required in this Section 3-14. Tenant will include Landlord as an Additional Insured on the Commercial General Liability and Automobile Liability Policies as respects to the Tenant's obligations in Sections 3-14 (B) and (C) of this Lease. Landlord's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and, (iii) not exceed Tenant's indemnification obligation under this Agreement, if any.

Notwithstanding the forgoing, Tenant may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Tenant elects to self-insure its obligation under this Agreement to include Landlord as an additional insured, the following conditions apply (in addition to those set forth in the preceding paragraph):

- (i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;
- (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and
- (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

Tenant shall provide Landlord with at least thirty (30) days' prior written notice of any required policy that is cancelled or non-renewed and is not replaced, and this provision shall include any instance when Tenant chooses

to self-insure. The 30-day notice shall not commence until such time as Tenant submits to Landlord proof that the coverage or funds required to meet Tenant's insurance obligations are and will remain available for the duration of this Lease.

15. **Damage or Destruction.**

- A. If the Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Wireless Telecommunications Facility, Tenant may elect to terminate this Lease upon thirty (30) days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Premises.
- B. In order to secure Tenant's restoration obligation under Section 3-16 (D), below, including complete repair, repainting and inspection of all penetrations and welds, Tenant shall file a performance bond in the amount of Sixty-Two Thousand Five Hundred and No/100 Dollars (\$62,500.00) (the "Bond"). The Bond shall remain in place until the earlier of (i) a written statement by Landlord agreeing to release or cancel the Bond or (ii) a court of competent jurisdiction has issued an order or judgment regarding the release or cancellation of the Bond. Notwithstanding the foregoing, in the event Tenant has complied with the terms and conditions of this Agreement, this Agreement has terminated, and Landlord has not provided Tenant with a default notice, Tenant may release or cancel the Bond. The Landlord reserves the right to re-evaluate the estimated cost of restoration the second year of this Lease and, at each two-year interval thereafter during the Term of the Lease. If the estimated cost of such restoration increases, within forty-five (45) days of receipt of written notice from Landlord, Tenant shall increase the amount of the Bond. Tenant agrees to provide Landlord a complete copy of the Bond, which shall be issued by a bonding company of the highest rating of good standing.

16. **Lease Termination.**

- A. **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice of termination to the other party as follows:
  - 1. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);
  - 2. By Tenant if, through no act, omission or fault of Tenant, it is unable to obtain or maintain any license, permit or other

governmental approval necessary for the construction and/or operation of the Wireless Telecommunications Facility or Tenant's business;

3. By Tenant if the Leased Premises is or becomes unacceptable for technological reasons including without limitation design or engineering specifications or the communications systems to which the Wireless Telecommunications Facility belong, but excluding Interference to Tenant's Wireless Telecommunications Facility;
4. By Landlord, following the expiration of the first Renewal Term, upon a one (1) year prior written notice to Tenant if Landlord decides, for any reason, to discontinue use of and remove the Tower, in which case Landlord agrees to cooperate with Tenant to relocate Wireless Communications Facility during the notice period to another location on the Property, all of the costs of the relocation will be the sole responsibility of Tenant. If a suitable alternate site is not agreed upon within one hundred twenty (120) days following Landlord's notice to Tenant, Landlord agrees to work in good faith with Tenant and make available to Tenant a temporary location on the Property mutually agreeable to both parties, to install and operate temporary transmitting/receiving facilities, including a cell-on-wheels, until a permanent location is agreed upon and the Wireless Telecommunications Facility is re-installed at such new location; provided, however, if Landlord constructs a new tower on the Property or any other property, suitable for the Wireless Telecommunications Facility, Landlord shall permit Tenant to relocate its equipment on the new tower. Upon termination without relocation, neither party will owe any further obligations under this Agreement except for the indemnities and hold harmless provisions herein. If Landlord and Tenant cannot agree as to a new permanent location or a new permanent location is not feasible, then in that event this Lease is terminated and there shall be no costs or damages to either Landlord or Tenant.
5. By Landlord, upon as much advance notice as is feasible under the circumstances, if it reasonably determines that the Tower is structurally unsound, including, but not limited to, consideration of age of the Tower, damage or destruction of all or part of the Tower on the Premises from any source, or factors relating to condition of the Premises; provided, however, Tenant shall have the right to undertake structural repairs to the Tower to allow its equipment to remain. If Tenant is unable or unwilling to make the necessary repairs to the Tower, and there are no alternative solutions, Landlord may terminate this Agreement. Landlord agrees to work in good faith with Tenant and make available to Tenant a temporary location on the Property mutually agreeable to both parties, to install and operate temporary transmitting/receiving facilities, including a cell-on-wheels, until Tenant relocates its equipment on a new, permanent location. If Landlord constructs a new tower on the Property or any

other property, suitable for the Wireless Telecommunications Facility, Landlord shall permit Tenant to relocate its equipment on the new tower;

6. By Landlord upon a one (1) year prior written notice if it reasonably determines that a potential user with a higher priority, under Section 3-8 (A) above cannot find another adequate location or the Wireless Telecommunications Facility unreasonably interferes with another user with a higher priority, regardless of whether or not such an Interference was predicted in the initial Interference study that was part of the application process, and Tenant cannot cure the Interference, provided that for a five year period after termination under this subparagraph, Landlord shall not lease the Premises to another party with equal or lesser priority for the same use as that of Tenant;
  7. By Landlord if it reasonably determines that Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the Landlord's Council, and Tenant has failed to cure such breach.; or
  8. By Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any other termination right granted under this Agreement.
- B. **Notice of Termination.** The parties shall give notice of termination in accordance with Section 3-25, below. All Rent paid for the Lease prior to said termination date shall be retained by Landlord, unless Tenant terminates this Lease other than for cause or of right as provided in this Lease, or unless Landlord breaches this Lease. In such event, Landlord shall reimburse Tenant for any prepaid Rent on a pro rata basis.
- C. **Tenant's Liability for Early Termination.** If Tenant terminates this Lease pursuant to Section 3-16(A)(3), above, Tenant shall pay to Landlord an early termination fee equal to six (6) months then current rent, unless Tenant terminates or elects not to renew during the last year of the Initial Term or any Renewal Term under Section 3-3.
- D. **Site Restoration.** In the event that this Lease is terminated or not renewed, Tenant shall have ninety (90) days from the termination or expiration date to remove its Wireless Telecommunications Facility, and related equipment from the Premises, and restore the Premises to the condition existing upon the commencement date hereof subject to the approval of Landlord, normal wear and tear excepted. In the event that Tenant's Wireless Telecommunications Facility and related equipment are not removed within

such ninety (90) day period, they shall be deemed abandoned and become the property of the Landlord. Tenant shall have no further rights to such equipment, and Landlord may use the Bond to compensate Landlord for all reasonable, actual costs incurred by Landlord to remove such equipment and restore the Premises as provided for herein.

17. **Limitation of Liability.** If Landlord terminates this Lease pursuant to one of the provisions of this Lease, or Landlord causes interruption of the business of Tenant other than for purposes mentioned in this Lease (Section 3-11), or Landlord otherwise breaches any other provision of this Lease, Landlord's liability to Tenant for damages pursuant to this Lease shall be limited to a refund of the aggregate annual rent and other amounts paid to date by Tenant in the sixty (60) month period preceding the termination or breach and the actual and direct costs of equipment removal, or repair or other actual expenses and shall specifically exclude any recovery for value of the business of Tenant as an on-going concern, future expectation of profits, loss of business or profit or other related consequential or indirect damages to Tenant. In the event Landlord is entitled to recover damages from Tenant, such recovery shall be limited to an amount equivalent to the aggregate annual rent and other amounts paid to date by Tenant in the preceding sixty (60) month period. In the event of multiple claims over time from separate causes of action or events, the amount of the liability caps set forth above shall be deemed to be restored to the original level as of each anniversary of the Effective Date of this Lease.
  
18. **Temporary Interruptions of Service.** Intentionally deleted
  
19. **Tenant Interference.**
  - A. **With Water Tower.** Tenant shall not interfere with Landlord's use of the Tower and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof. In the event that Tenant's cessation of action is material to Tenant's use of the Premises and such cessation frustrates Tenant's use of the Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease for cause.
  
  - B. **With Higher Priority Users.** If Tenant's Wireless Telecommunications Facility causes impermissible Interference with higher priority users as set forth under Section 3-8 (A) above or with pre-existing tenants, as long as the pre-existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations, Tenant shall take all measures necessary to correct and eliminate the Interference. If the Interference cannot be eliminated within forty-eight (48) hours after receiving Landlord's written notice of the Interference, Tenant shall immediately cease operating its Wireless Telecommunications Facility and shall not reactivate operation, except intermittent operation for the purpose of testing, until the Interference has been eliminated. If the Interference cannot be eliminated within thirty (30)

days after Tenant received Landlord's written notice, either Tenant or Landlord may at its option terminate this Lease immediately.

C. **Interference Study-New Occupants.** Upon written notice by Landlord that it has a bona fide request from any other party to lease an area in close proximity to the Premises ("Adjacent Area"), Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or anticipated by Tenant to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Premises at the time of such request. Landlord may then have an independent, radio frequency engineer of Landlord's choosing perform the necessary Interference studies to determine if the new applicant's frequencies will cause harmful radio Interference to Tenant. Landlord shall require the new applicant to pay for such Interference studies.

D. **Interference -New Occupants.** Landlord agrees that it will not grant a future lease in the Adjacent Area to any party, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Wireless Telecommunications Facility. Landlord agrees further that any future lease of the Adjacent Area will prohibit a user from interfering with Tenant's Wireless Telecommunications Facility. Landlord agrees that it will require any subsequent occupants of the Adjacent Area to Tenant to provide Tenant these same assurances against Interference. Landlord shall have the obligation to eliminate any Interference with the operations of Tenant caused by such subsequent occupants within forty-eight (48) hours. If such Interference is not eliminated within forty-eight (48) hours, Tenant shall have the right to terminate this Lease for cause without paying the termination fee or seek injunctive relief against the interfering occupant, at Tenant's expense.

20. **Assignment.** This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates or to any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the FCC in which the Property is located. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed. For purposes of this paragraph, an "affiliate" means an entity that controls, is controlled by or under common control with Tenant. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity which provides financing for the purchase of equipment used by Tenant in connection with its provision of wireless telecommunication services.

21. **Condemnation.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within three (3) days. In the event the whole of the Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event all or a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of

said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion, thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Wireless Telecommunications Facility, and leasehold improvements.

22. **Disputes.** Arbitration: (a) Except in the event Landlord or Tenant need to commence a proceeding to obtain equitable relief, such as by temporary restraining order and/or injunction, in state or federal court to enforce or prevent any violation of any of the covenants, conditions or provisions of this Lease, any controversy or claim arising out of this Site Lease Agreement or any alleged breach of this Agreement shall be resolved by means of binding arbitration before a single arbitrator and administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be held in Ramsey County or any other place agreed upon at the time by the parties. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. The arbitrator is not authorized to award punitive damages or other damages not measured by the prevailing party's actual damages; (b) If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out of pocket expenses related to the arbitration, including reasonable attorney fees. The arbitrator's compensation shall be equally shared by the parties; (c) The arbitrator shall issue an award and the award shall be binding. Judgment upon the arbitrator's award may be entered in any court that has jurisdiction thereof; (d) The laws of the State of Minnesota shall be applied in the arbitration without regard to principles of conflict of laws; (e) It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred fifty (150) days from the date the arbitrator is appointed. The arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award; (f) This agreement to arbitrate shall be specifically enforceable. A party may apply to any court with jurisdiction for interim or injunctive relief, including without limitation a proceeding to compel arbitration; (g) the parties agree that the arbitrator shall have the authority to grant injunctive or other forms of equitable relief to any party.
23. **Default.** Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:
- A. If Tenant fails to pay amounts due under this Lease within thirty (30) days of its receipt of written notice that such payments are overdue; or



208 S. Akard Street  
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

26. **Authority.** Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.
27. **Binding Effect.** This Lease shall run with the Property. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
28. **Complete Lease Amendments.** This Lease and Exhibits A, B, C, D, and E constitute the entire agreement and understanding of the parties and supersede all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together will constitute a single instrument.
29. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Minnesota.
30. **Limitation of Liability.** Nothing in the Lease shall be deemed a waiver of any limitation of liability or defenses under Minnesota Statutes Chapter 466 or any other provision of law.
31. **Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
32. **Memorandum.** Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises. A Memorandum of Lease substantially in the form of Exhibit E may be recorded by either party. This Lease may not be recorded.
33. **Landlord's Cooperation.** Landlord hereby agrees to cooperate with Tenant and its authorized representatives regarding any reasonable requests made subsequent to execution of this Lease to correct any clerical errors contained in this Lease and to provide any and all additional documentation deemed necessary by Tenant to

effectuate the transaction contemplated by this Lease. The Landlord further agrees that "to cooperate" as used in this Lease includes but is not limited to, the agreement by the Landlord to execute or re-execute any documents that Tenant reasonably deems necessary or desirable to carry out the intent of this Lease.

34. **Warranties, Quiet Enjoyment.** Landlord represents, warrants and agrees that Landlord solely owns the Property as a legal lot in fee simple, and solely owns the Tower; and the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement. Landlord covenants and agrees that so long as Tenant is not in default under this Lease beyond any applicable grace or cure period, Tenant's use and quiet enjoyment of the Premises will not be disturbed by Landlord or any party claiming by, through or under Landlord. Tenant acknowledges that other entities are using the Tower for similar purposes and that Landlord has the right to permit additional users on the Tower in accordance with other terms and provisions contained in this Lease. Tenant shall not encumber Landlord's Property with any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreement of record or not of record which would adversely affect Landlord's Property or use of the Property under this Agreement.
35. **Casualty.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Wireless Telecommunications Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord undertakes to rebuild or restore the Tower, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Tower and the installation of the Wireless Telecommunications Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

36. **Waiver of Landlord's Liens.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Wireless Telecommunications Facility or any portion thereof. The Wireless Telecommunications Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Wireless Telecommunications Facility from time to time in Tenant's sole discretion and without Landlord's consent.
37. **Sale of Property.**
- (a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property except as provided below.
  - (b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.
    - i. Old deed to Property
    - ii. New deed to Property
    - iii. Bill of Sale or Transfer
    - iv. Copy of current Tax Bill
    - v. New IRS Form W-9
    - vi. Completed and Signed AT&T Payment Direction Form
    - vii. Full contact information for new Landlord including phone number(s)
  - (c) Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.
  - (d) The provisions of this Section shall in no way limit or impair the obligations

of Landlord under this Agreement, including interference and access obligations.

38. **Rental Stream Offer.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement (“Rental Stream Offer”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.
39. **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“Laws”) applicable to Tenant’s use of the Wireless Telecommunications Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property, the Tower and any improvements on the Property.
40. **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
41. **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord’s name or address.
42. **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.





**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is legally described as follows:

South Water Tower, 745 County Road E

That part of the SE 1/4 of Section 26, Township 30 N., Range 23 W., Ramsey County, Minn. described as follows:

Commencing at the Intersection of the Northerly line of County Road "E" and the Easterly line of Victoria Street; thence Easterly along the Northerly line of County Road "E", 178 feet; thence Northeasterly by a deflection angle of  $79^{\circ} 29' 45''$ , to the left, 20.34 feet to the point of beginning, said point being 20 feet, as measured at right angles, Northerly of the Northerly line of County Road "E"; thence continuing Northeasterly along aforesaid line extended 150 feet; thence Easterly by a deflection angle of  $79^{\circ} 29' 45''$ , to the right, 150 feet; thence Southwesterly by a deflection angle of  $100^{\circ} 30' 15''$ , to the right, 124.57 feet; to a point 20 feet Northerly of the Northerly line of County Road "E"; thence Westerly and parallel with the North line of County Road "E" to the point of beginning.

**EXHIBIT B**  
**ACCESS AND UTILITY EASEMENT**

A strip of land for ingress, egress, and utilities over, under, and across that part of the Southeast  $\frac{1}{4}$  of Section 26, Township 30 North, Range 23 West of the 4<sup>th</sup> Principal Meridian, Ramsey County, Minnesota, described as follows:

BEGINNING at the aforementioned "Point A", thence along the westerly and southerly lines of the previously described Lease Area the following two (2) courses: (1) South 00 degrees 00 seconds East 35.00 feet; (2) thence North 90 degrees 00 minutes 00 seconds East 7.00 feet; thence South 00 degrees 00 minutes 00 seconds East 21.43 feet; thence North 89 degrees 54 minutes 36 seconds East 58.38 feet, more or less, to a point on the northerly right of way line of County Road E as dedicated by the plat of DELUXE CORPORATION ADDITION; thence along said right of way line South 78 degrees 54 minutes 10 seconds West 71.72 feet; thence North 00 degrees 00 minutes 00 seconds East 5.00 feet to the POINT OF BEGINNING.

Contains 914 square feet, more or less.

**EXHIBIT C**

**WIRELESS TELECOMMUNICATIONS FACILITY PLANS AND SPECIFICATIONS**

**See attached drawings consisting of forty-five (45) pages.**

## EXHIBIT D

### CITY CONDITIONS OF APPROVAL FOR WIRELESS TELECOMMUNICATIONS FACILITY

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review by the Planning Commission and approved by the City Council.
2. This approval authorizes execution of the site lease agreement with New Cingular Wireless PCS LLC, including the 20 by 35 foot equipment site and an easement for ingress and egress. Minor changes to the site lease agreement may be approved by the City Manager and City Attorney. Significant changes to the lease agreements shall require approval by the City Council.
3. The site is subject to confirmation that RF emissions conform to FCC requirements. New Cingular Wireless PCS LLC shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
4. The site shall bear necessary OSHA required warnings regarding RF emissions, including within the interior of the water tower.
5. A permanent emergency power generator may be installed within the equipment shelter. The emergency power generator shall be used for emergency power only, except the times it is being run for routine maintenance, which shall not exceed thirty (30) minutes once a week between the hours of 10:00AM and 6:00PM CST, Monday through Friday, holidays excluded. The operation of the emergency generator shall comply with City regulations pertaining to Noise (Section 209.020 of the Municipal Code).
6. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.

**EXHIBIT E**

**FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

New Cingular Wireless PCS, LLC  
Attn: Network Real Administration  
575 Morosgo Drive NE  
Atlanta, GA 30324

Re: Cell Site #: \_\_\_\_\_; Cell Site Name: \_\_\_\_\_  
Fixed Asset Number: \_\_\_\_\_  
State: Minnesota  
County: \_\_\_\_\_

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_, a \_\_\_\_\_, having a mailing address of \_\_\_\_\_ (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (“**Tenant**”).

1. Landlord and Tenant entered into a certain Site Lease Agreement (“**Agreement**”) on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**“LANDLORD”**

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**“TENANT”**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**



Market: MN  
Cell Site Number: MPLSMNU3280  
Cell Site Name: Lake Shoreview  
Fixed Asset Number: 11663746

## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

That part of the SE 1/4 of Section 26, Township 30 N., Range 23 W., Ramsey County, Minn. described as follows:

Commencing at the intersection of the Northerly line of County Road "E" and the Easterly line of Victoria Street; thence Easterly along the Northerly line of County Road "E", 178 feet; thence Northeasterly by a deflection angle of 79° 29' 45", to the left, 20.34 feet to the point of beginning, said point being 20 feet, as measured at right angles, Northerly of the Northerly line of County Road "E"; thence continuing Northeasterly along aforesaid line extended 150 feet; thence Easterly by a deflection angle of 79° 29' 45", to the right, 150 feet; thence Southwesterly by a deflection angle of 100° 30' 15", to the right, 124.57 feet; to a point 20 feet Northerly of the Northerly line of County Road "E"; thence Westerly and parallel with the North line of County Road "E" to the point of beginning.

The Premises is described and/or depicted as follows:

That part of the Southeast 1/4 of Section 26, Township 30 North, Range 23 West of the 4th Principal Meridian, Ramsey County, Minnesota, described as follows:

COMMENCING at the southwest corner of the subject property; thence North 11 degrees 18 minutes 39 seconds East, assumed bearing, along the westerly line of said property, 75.50 feet; thence North 90 degrees 00 minutes 00 seconds East 10.00 feet to a point hereinafter described as "Point A", said point also being the POINT OF BEGINNING of the Lease Area to be described; thence South 00 degrees 00 minutes 00 seconds East 35.00 feet; thence North 90 degrees 00 minutes 00 seconds East 20.00 feet; thence North 00 degrees 00 minutes 00 seconds East 35.00 feet; thence North 90 degrees 00 minutes 00 seconds West 20.00 feet to the POINT OF BEGINNING

Contains 700 square feet.

Market: MN  
Cell Site Number: MPLSMNU3280  
Cell Site Name: Lake Shoreview  
Fixed Asset Number: 11663746

## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page 2 of 2

Together with the following access and utility easement:

A strip of land for ingress, egress, and utilities over, under, and across that part of the Southeast 1/4 of Section 26, Township 30 North, Range 23 West of the 4th Principal Meridian, Ramsey County, Minnesota, described as follows:

BEGINNING at the aforementioned "Point A"; thence along the westerly and southerly lines of the previously described Lease Area the following two (2) courses: (1) South 00 degrees 00 minutes 00 seconds East 35.00 feet; (2) thence North 90 degrees 00 minutes 00 seconds East 7.00 feet; thence South 00 degrees 00 minutes 00 seconds East 21.43 feet; thence North 89 degrees 54 minutes 36 seconds East 58.38 feet, more or less, to a point on the northerly right of way line of County Road E as dedicated by the plat of DELUXE CORPORATION ADDITION; thence along said right of way line South 78 degrees 54 minutes 10 seconds West 71.72 feet; thence North 00 degrees 00 minutes 00 seconds East 70.14 feet; thence North 90 degrees 00 minutes 00 seconds East 5.00 feet to the POINT OF BEGINNING.

Contains 914 square feet, more or less.

PROPOSED MOTION

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

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

to adopt Resolution No.16-27 accepting the base bid from Dave Perkins Construction for the I694 Water Main Relocation, City Project 15-10 and authorize the Mayor and City Manager to execute a construction contract in the amount of \$110,973.00.

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

REGULAR COUNCIL MEETING  
APRIL 4, 2016

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER  
FROM: TOM WESOLOWSKI - CITY ENGINEER  
DATE: MARCH 30, 2016  
SUBJECT: RECEIPT OF BIDS AND AWARD OF CONTRACT FOR:  
I694 WATER MAIN RELOCATION, CITY PROJECT 15-10

### INTRODUCTION

Sealed bids were received and opened on March 29, 2016, for the I694 Water Main Relocation, City Project 15-10. Council action is required to award the construction contract.

### BID RESULTS

On March 7, 2016, the City Council approved the plans and specifications and ordered the taking of bids for the I694 Water Main Relocation, City Project 15-10. This improvement is required to lower a City water main located under the drive lanes of Interstate 694 just east of the Victoria Street overpass. The reconstruction of Interstate 694 will reduce the cover over the existing water main, potentially increasing the susceptibility of the water main to freezing issues. Also, the existing water main consists of cast iron pipe, which is a relatively brittle material. The reduced cover also increases the chance the pipe could fracture or break during construction.

Accordingly, on March 29, 2016, three (3) bids were received and opened for City Project 15-10. All bids were submitted with proper bid security in the amount of five (5) percent of the total amount of the bid as required by the project manual. The base bids are listed below:

<u>Contractor</u>	<u>Base Bid</u>
Dave Perkins Construction	\$ 110,973.00
JJD Companies	\$ 144,836.00
Penn Contracting	\$ 188,007.00
Engineer's Estimate:	\$ 150,000.00

The Base bid consists of installing a 20-inch casing pipe at a lower elevation under the drive lanes of I694, installing a 12-inch water main in the casing pipe, and connecting the new water main pipe to the existing water main. Minnesota Department of Transportation (MnDOT) requires all piping that is installed under the drive lanes of an interstate highway be installed inside a casing pipe.

Given the above information, Dave Perkins Construction is the lowest responsible bidder. Dave Perkins Construction has completed projects in City of Shoreview and in many Cities throughout the metro area. Dave Perkins Construction has demonstrated they have the expertise and resources to complete the project.

COST & PROJECT FUNDING

The total estimated cost for the project is \$200,000 including an allowance for engineering, administration, and contingency items.

As per an agreement with the MnDOT, approved by the City Council at their November 2, 2015 meeting, MnDOT will reimburse the City for the costs associated with the water main relocation up to a maximum of \$265,200.

RECOMMENDATION

It is recommended that the City Council adopt Resolution 16-27 and accept the base bid of Dave Perkins Construction for the I694 Water Main Relocation, City Project 15-10 and authorize the Mayor and City Manager to execute a construction contract in the amount of \$110,973.

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA  
HELD APRIL 4, 2016**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on April 4, 2016, 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. 16-27

ACCEPTING THE LOWEST RESPONSIVE BID  
AND AUTHORIZING THE EXECUTION OF A CONTRACT  
FOR THE  
I694 WATER MAIN RELOCATION  
CITY PROJECT 15-10

WHEREAS, the reconstruction of Interstate 694 (I694) requires the relocation of existing water main located within the I694 right-of-way, and

WHEREAS, the City Council authorized the preparation of plans and specifications and order the taking of bids for the I694 Water Main Replacement, City Project 15-10, and

WHEREAS, pursuant to an advertisement for bids for the improvement of City Project 15-10, bids were received, opened, and tabulated according to law, and the following bids received complying with the advertisement:

<u>Contractor</u>	<u>Base Bid</u>
Dave Perkins Construction	\$ 110,973.00
JJD Companies	\$ 144,836.00
Penn Contracting	\$ 188,007.00
Engineer's Estimate:	\$ 150,000.00

WHEREAS, the City staff is recommending to the City Council to award the base bid of the project to the lowest responsible bidder, Dave Perkins Construction.

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

1. All bids were received as submitted on March 29, 2016.
2. The base bid from Dave Perkins Construction in the amount of \$110,973.00 is hereby accepted and the Mayor and City Manager are hereby authorized and directed to enter into a construction contract for City Project 15-10 with the lowest responsible bidder, Dave Perkins Construction.

The motion for the adoption of the foregoing resolution was duly seconded by member , and upon vote being taken thereon, the following voted in favor thereof: ;

and the following voted against the same: .

WHEREUPON, said resolution was declared duly passed and adopted this 4<sup>th</sup> day of April, 2016.

STATE OF MINNESOTA    )  
                                           )  
 COUNTY OF RAMSEY     )  
                                           )  
 CITY OF SHOREVIEW    )

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 4<sup>th</sup> day of April, 2016, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to award of contract for City Project 15-10.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, on this 5<sup>th</sup> day of March, 2016.

SEAL

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Terry Schwerm  
City Manager

PROPOSED MOTION

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

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

to adopt Resolution No. 16-28 approving plans and specifications, ordering the improvement, and ordering the taking of bids on Thursday, April 28, 2016 at 10:00am, at the Shoreview City Hall, for the Gramsie Road Rehabilitation, City Project 16-05.

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

JOHNSON	_____	_____
QUIGLEY	_____	_____
SPRINGHORN	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING  
APRIL 4, 2016

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: TOM WESOLOWSKI, CITY ENGINEER

DATE: MARCH 30, 2016

SUBJECT: APPROVE PLANS & SPECIFICATIONS, ORDER PROJECT, AND ORDER  
THE TAKING OF BIDS FOR THE GRAMSIE ROAD REHABILITATION,  
CITY PROJECT 16-05

### INTRODUCTION

The City's 2016 Capital Improvement Program included the pavement rehabilitation of Gramsie Road from Victoria Street to approximately Gramsie Court and Victoria Street from Lexington Avenue to County Road F.

Due to the reconstruction of Lexington Avenue and the County Road F intersection by Ramsey County, the section of Lexington Avenue from Red Fox Road to north of County Road F is reduced to one lane of traffic in both directions until September of this year. This reduction has significantly increased traffic congestion on Lexington Avenue, south of County Road F, and it is anticipated traffic volume will increase on Victoria Street during this time as motorists try to avoid the congestion on Lexington Avenue. It is also anticipated that the I694 project could direct additional traffic to Victoria Street during certain phases of construction.

Due to the anticipated increased traffic levels on Victoria Street for 2016, staff is recommending the rehabilitation of the pavement on Victoria Street be postponed until 2017. The condition of the pavement on Victoria will not deteriorate significantly and the pavement rehabilitation can be completed 2017. Also, both projects are large enough to be stand alone projects and there will not be a loss of economy by splitting the project over two years.

Plans and specifications are now essentially complete for the Gramsie Road Rehabilitation, City Project 16-05 and Council action is required to approve the plans and specifications and to authorize the taking of bids.

### DISCUSSION

The rehabilitation of Gramsie Road will consist of reclaiming the existing bituminous surface, adding emulsified asphalt to the reclaimed material, grading of the emulsified aggregate material to ensure a crown for proper drainage, and paving a new bituminous surface. This has become the preferred method of asphalt pavement rehabilitation in Shoreview. The first road in Shoreview that was rehabilitated this way (2007) shows very little, if any, cracking or degradation. Some curb replacement and storm sewer repairs will also be done in isolated areas

within the project. These repairs are needed to restore the road drainage and storm sewer system to its proper working condition. The pedestrian ramps adjacent to the portion of Gramsie Road that will be rehabilitated will also be replaced with pedestrian ramps that meet current ADA standards. A location map is attached at the end of this report.

The cost for the rehabilitation is estimated at \$850,000 and would be funded through Municipal State Aid.

### PROJECT SCHEDULE

The proposed project schedule is as follows:

<u>ITEM</u>	<u>COMPLETION DATE</u>
Council Approves Plans & Specifications	April 4, 2016
Bid Date	April 28, 2016
Council Award Contract	May 2, 2016
Construction Start*	June – August 2016
Construction Complete	September 2016

\*The contractor will be allowed some flexibility on when to start the project, but once the work starts will only be allowed a certain number of calendar days to complete the project. There will also be a final completion date specified and all work will need to be completed before that date. Allowing the contractor flexibility on when to start the project typically leads to more contractors bidding on the project and a more competitive bid environment

### RECOMMENDATION

It is recommended that the City Council approve the plans and specifications, order the improvement, and order the taking of bids on Thursday, April 28, 2016 at 10:00am, for the Gramsie Road Rehabilitation, City Project 16-05.

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA  
HELD APRIL 4, 2016**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on April 4, 2016 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. 16-28

APPROVING PLANS AND SPECIFICATIONS, ORDERING  
THE PROJECT, AND ORDERING THE TAKING OF BIDS  
FOR THE  
GRAMSIE ROAD REHABILITATION  
CITY PROJECT 16-05

WHEREAS, in accordance with the City's 2016 Capital Improvement Program, the City Engineer has prepared plans and specifications for the Gramsie Road Rehabilitation, City Project 16-05 and has presented such plans and specifications to the City Council for approval.

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

1. Such improvement is hereby ordered to proceed to the construction phase.
2. The plans and specifications for the Gramsie Road Rehabilitation, City Project 16-05 are hereby approved.
3. The City Manager shall prepare and cause to be inserted in the official newspaper an Advertisement for Bids for the making of such improvement under such approved plans and specifications. The advertisement shall be published at least twice, at least two weeks prior to the bid opening, shall specify the work to be done, that the bids are the responsibility of the bidder, and shall state that bids are to be received by the City until 10:00 a.m., local time, on Thursday, April 28, at which time they will be publicly opened in the Council Chambers of the City Hall by two or more designated officers of the City.

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

and the following voted against the same: .

WHEREUPON, said resolution was declared duly passed and adopted this 4<sup>th</sup> day of April, 2016.

STATE OF MINNESOTA    )  
                                          )  
COUNTY OF RAMSEY    )  
                                          )  
CITY OF SHOREVIEW     )

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 4<sup>th</sup> day of April, 2016, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to approving plans and specifications, ordering the project, and ordering the taking of bids for City Project 16-05.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 5<sup>th</sup> day of April, 2016.

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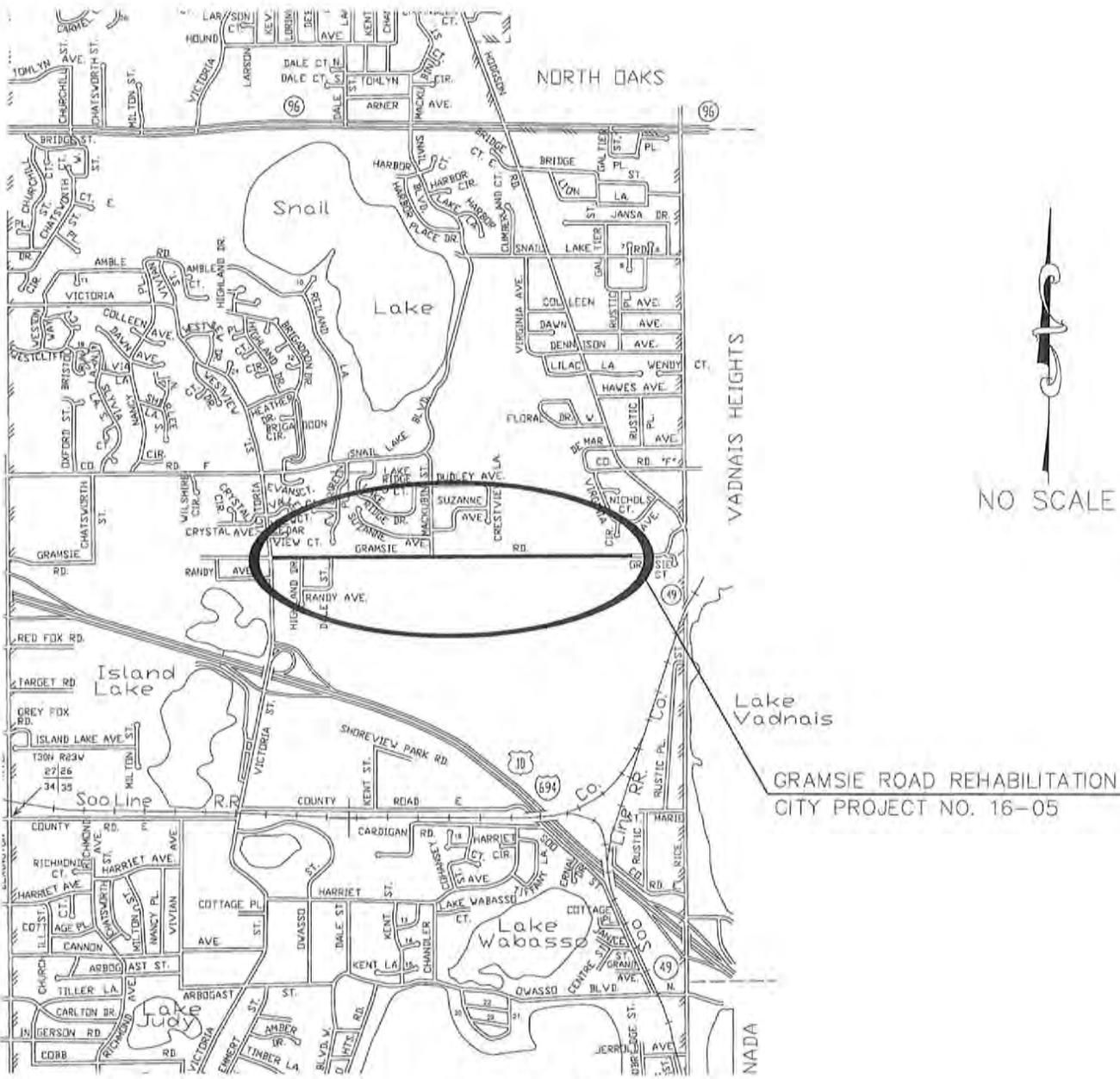
Terry Schwerm  
City Manager

SEAL



# Shoreview

## CITY OF SHOREVIEW GRAMSIE ROAD REHABILITATION CITY PROJECT 16-05



GRAMSIE ROAD REHABILITATION  
CITY PROJECT NO. 16-05

LOCATION MAP

**PROPOSED MOTION**

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

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

To adopt Resolution No. 16-26 approving a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.

<b>ROLL CALL:</b>	<b>AYES</b> _____	<b>NAYS</b> _____
<b>JOHNSON</b>	_____	_____
<b>QUIGLEY</b>	_____	_____
<b>SPRINGHORN</b>	_____	_____
<b>WICKSTROM</b>	_____	_____
<b>MARTIN</b>	_____	_____

Regular Council Meeting  
April 4, 2016

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRI HOFFARD  
DEPUTY CLERK**

**DATE: MARCH 29, 2016**

**SUBJECT: APPROVAL OF MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT  
DATA SERVICES**

### **INTRODUCTION**

The City Council is being asked to adopt a resolution approving an agreement to allow the City's attorneys to access electronic court records and documents.

### **BACKGROUND**

Our City attorneys (Kelly and Lemmons) currently access court records through a software program called MNCIS Odyssey Assistant. The courts are phasing this software out and replacing it with one titled New Minnesota Government Access (New MGA). It is not yet available statewide but is offered in Ramsey County. A New MGA account will allow the attorneys to access electronic court records and documents stored in the Minnesota Court Information System for cases in Minnesota district courts. This is a major improvement over Odyssey which only showed them that documents had been filed whereas New MGA will grant them access to view those actual documents. Regardless of the improvement, at some point in the future Odyssey Assistant will no longer be available. New MGA is an internet browser-based application that users access through individual login accounts. Each of the City's prosecutors and prosecution assistants will have accounts.

### **RECOMMENDATION**

It is recommended that the City Council approve Resolution No. 16-26 approving a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA  
HELD APRIL 4, 2016**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on April 4, 2016, 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. 16-26**

**RESOLUTION APPROVING MASTER SUBSCRIBER AGREEMENT  
FOR MINNESOTA COURT DATA SERVICES  
FOR GOVERNMENTAL AGENCIES**

WHEREAS, the City of Shoreview desires to improve efficiencies through participating in a more efficient court process with the Minnesota Judicial Branch; and

WHEREAS, the City Attorney for the City of Shoreview has reviewed the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies; and

WHEREAS, as the Minnesota Judicial Branch moves towards a more efficient court process, the eCourtMN initiative is committed to ensuring that non-court governmental agencies have appropriate access to court records and documents; and

WHEREAS, the City of Shoreview desires to be subscribed to Minnesota Court Data Services Program.

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

That the Master Subscriber Agreement for Minnesota Governmental Agencies and Master Subscriber Agreement Amendment is approved and the Mayor and City Manager are authorized and directed to execute and deliver said documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHOREVIEW, MINNESOTA  
that the Shoreview City Council

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 April, 2016.

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 April, 2016, 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 approving a Master Subscriber Agreement for  
Minnesota Court Data Services for Governmental Agencies.

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 April, 2016.

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

**MASTER SUBSCRIBER AGREEMENT  
FOR MINNESOTA COURT DATA SERVICES  
FOR GOVERNMENTAL AGENCIES**

THIS AGREEMENT is entered into by and between

City of Shoreview

\_\_\_\_\_  
(Government Subscriber Name)

of 4600 Victoria St. N, Shoreview, MN 55126

\_\_\_\_\_  
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

**Recitals**

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

**Agreement**

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

**1. TERM; TERMINATION; ONGOING OBLIGATIONS.**

**1.1 Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

**1.2 Termination.**

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

**1.3 Subsequent Agreement.** This Agreement may be superseded by a subsequent agreement between the parties.

**2. DEFINITIONS.**

**2.1 "Agency Account Manager"** means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

**2.2 "Court Data Services"** means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently [www.mncourts.gov](http://www.mncourts.gov), or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System ("MNCIS"), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 **"Court Data Services Databases"** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 **"Court Data Services Programs"** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 **"Court Records"** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.0 **"Court Case Information"** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.1 **"Court Confidential Case Information"** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.2 **"Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.3 **"Court Confidential Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.4 **"Court Documents"** means electronic images of documents that are part of or included in a court file.
- 2.6 **"DCA"** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **"Government Subscriber Records"** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **"Government Subscriber's Individual Users"** means Government Subscriber's employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 **“Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 **“Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is [www.mncourts.gov](http://www.mncourts.gov).
- 2.12 **“SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 **“This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 **“Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 **“User Acknowledgement Form”** means the form attached to this document as Exhibit A, signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement.
3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

**4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.**

**4.1 Authorized Access to Court Data Services and Court Records.**

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.2 Authorized Use of Court Data Services and Court Records.**

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.3 Dissemination of Court Records.** Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

**4.4 Training.** Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

**4.5 Violations.**

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

#### **4.6 Sanctions.**

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

#### **5. GUARANTEES OF CONFIDENTIALITY.** Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form attached in Exhibit A before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

**8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**8.1 Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

**8.2 Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

**8.3 Marks.** Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**8.4 Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

**8.5 Proprietary Notices.** Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**8.6 Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

## **12.2 Access and Use; Log.**

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

**12.3 Personnel.** Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

**13. FEES AND INVOICES.** Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government

Subscriber and pursue all available legal remedies. Government Subscriber certifies that funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
  - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
  - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by

either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER  
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity, such a council resolution, board authority or legally binding decision maker and attach same as Exhibit B.

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Name (typed) \_\_\_\_\_

Title \_\_\_\_\_

Office \_\_\_\_\_

2. THE COURT

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Title CIO/Director

Information Technology  
Division of State Court  
Administration

Office \_\_\_\_\_

3. Form and execution approved  
for Court by:

By: \_\_\_\_\_  
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: \_\_\_\_\_

**Exhibit A**  
**Court Data Services User Acknowledgment Form**

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, \_\_\_\_\_, as an employee/student attorney/contractor of \_\_\_\_\_ ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.
2. I understand that I am not to share my login and password information.
3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.
5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.
7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.
8. I understand that should I violate paragraphs 3., 4., or 5., it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Employee/Student Attorney/Contractor for Agency





**PROPOSED MOTION:  
TO ADOPT ORDINANCE NO. 942**

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

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

To adopt Ordinance No. 942, revising Chapter 200 of the Municipal Code – Sections 202, 205.081 and 205.082, regarding accessory buildings and structures, and to authorize publication of an Ordinance Summary.

**The approval is based on the following finding of fact:**

1. The proposed text changes clarify accessory structure versus building in the definition section, as well as introduce a tiered system for accessory structure based on parcel size. The changes address concerns related to the health, safety, and general welfare of the resident(s) and public safety staff.

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

Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Regular City Council Meeting  
April 4, 2016

**TO:** Mayor, City Council and City Manager  
**FROM:** Niki Hill, Economic Development and Planning Associate  
**DATE:** March 31, 2016  
**RE:** Accessory Structures

## **INTRODUCTION**

Throughout the past year staff, the Planning Commission and the City Council have discussed the existing accessory structure regulations and increased requests for conditional use permits and variances. Planning Commission members and staff recently discussed options that provide more flexibility to property owners relating to the size of the structure based on the parcel size. The proposed ordinance establishes area and setback regulations based on a tiered system while making sure that accessory structures remain subordinate to the principal structure on the property and do not negatively impact adjoining properties.

The majority of residential parcels in the City are one half acre (21,780 square feet) or less. The average parcel size is just over 17,600 square feet or .4 acres. The proposed changes with this new tiered system for smaller properties are minimal.

Staff is also proposing to update the code to help clarify between an accessory structure and an accessory building. This includes replacing the term “Structure” with “Building” as it relates to the regulations regarding size and setback requirements in both Section 202 – Definitions and Section 205.081 and Section 205.082 – Residential Districts. While it was not discussed at the Planning Commission, staff believes this clarification is important to better define an accessory structure and an accessory building as the building sizing, setback and quantity requirements do not apply to all accessory structures.

## **CURRENT DEVELOPMENT CODE**

The current Development Code (Section 205.082 (D)(5)(a)) establishes a maximum permitted area for accessory structures on parcels less than one acre. On these lots, an accessory structure is limited to 150 square feet in size but can be increased to 288 square feet in size provided a conditional use permit is received. In addition, the total of all accessory structures cannot exceed 90% of the dwelling unit foundation area or 1,200 square feet, whichever is less.

On parcels greater than one acre, a conditional use permit is required to exceed the limits defined for parcels less than one acre. There is, however, no cap for the maximum area. If the conditional use permit criteria and standards can be satisfied, then the permit should be issued. Without a cap, there is some concern that larger accessory structures would not meet the spirit and intent of the Development Code which is to ensure that the dwelling remains the primary use

of the property, and that an accessory building, whether attached or detached, does not detract from the residential character of the property or neighborhood.

### **PROPOSED CHANGES**

Information regarding existing lot sizes is being presented to the City Council as an attachment. The tiered approach for accessory structures was chosen to provide more flexibility to property owners while taking the size of their property and dwelling unit foundation into consideration. We have broken it down into four sizes:

- Under ½ acre
- ½ acre – under 1 acre
- 1 acre to under 2 acres
- 2 acres and over

The following table explains the major changes that would take effect to residential properties based on their parcel size:

<p><b>Less Than ½ Acre</b></p> <ul style="list-style-type: none"><li>- Allow a detached accessory building when there is an attached garage 2 car or larger to go up to 200 square feet or up to 288 square feet with a Conditional Use Permit. Nothing over 288 square feet would be allowed.</li></ul>
<p><b>½ Acre to Under 1 Acre</b></p> <ul style="list-style-type: none"><li>- A detached accessory building, when there is no attached garage or less than a 2-car attached garage, could be 1000 square feet or 80% of the dwelling unit foundation area, whichever is the more restrictive.</li><li>- When there is a 2-car attached garage, a detached accessory structure can be up to 288 square feet outright. Up to 440 square feet could be allowed with a Conditional Use Permit.</li></ul>
<p><b>1 Acre to Less than 2 Acres</b></p> <ul style="list-style-type: none"><li>- A detached accessory building, when there is no attached garage or less than a 2-car attached garage, could be 1000 square feet or 80% of the dwelling unit foundation area, whichever is the more restrictive.</li><li>- If there is a 2-car attached accessory structure or larger, a detached accessory structure of up to 440 square feet is permitted. A larger accessory structure is possible with a Conditional Use Permit. However, the total accessory structure area cannot exceed 1500 square feet or 100% of the dwelling unit foundation area.</li></ul>
<p><b>2 Acres or More</b></p> <ul style="list-style-type: none"><li>- A detached accessory building, when there is no attached garage or less than a 2-car attached garage, could be 1000 square feet or 80% of the dwelling unit foundation area, whichever is the more restrictive.</li><li>- If there is a 2-car attached accessory structure, a detached accessory structure of up to 440 square feet. A Conditional Use Permit is required for larger than 440 square feet. The cap for the combined attached and detached accessory structure square footage is 125% of the dwelling unit foundation area.</li></ul>

It should be noted for parcels 1 acre or larger in size, lot area is measured above the ordinary high water line of a lake, pond or wetland area on the property. This restriction connects the buildable area of the property with the permitted accessory structure size and considers the building capacity of the site.

The changes include increasing the maximum permitted accessory building sizes for all properties. There would also be a cap to the total amount of accessory square footage in all of the tiers – including the 2 acres and over. The proposed regulation changes would minimally affect the majority of properties (.5 acres and lower) as it would allow up to 200 square feet outright instead of the current 150 square feet. The Staff believes the intent of the code remains the same with accessory structures being a subordinate use/structure on the property. See attached ordinance for the proposed changes.

Staff is proposing to change the term “structure” to “building” as it relates to size, area and setback requirements in both Section 202 – Definitions and Section 205.082 – Residential Districts. Staff believes that this change will clarify that the regulations are for an accessory building versus an accessory structure. Accessory structures, such as fences and pergolas are not subject to these area and size requirements and will also be defined as permitted encroachments. The proposed changes are included in the accessory structure/building ordinance change being proposed.

### **PUBLIC HEARING**

Notice of the hearing has been published in the City’s Legal Newspaper. No comments from the public have been received.

### **PLANNING COMMISSION REVIEW**

The Planning Commission held a public hearing at their February 23<sup>rd</sup> meeting and considered the text amendment. A Commission member recommended a minor change to the ordinance to include specific language stating that “greater setbacks may be required to mitigate impacts to adjoining properties”. This change was supported by the Commission and the Commission recommended the City Council approve the ordinance.

### **RECOMMENDATION**

The Staff believes the proposed changes related accessory structures add greater flexibility to our residents while keeping the spirit and intent of the original code. The changes also better clarify accessory structure versus building, the requirements for buildings and add a cap to the total allowable square footages for buildings on all property sizes. Staff is recommending the City Council adopt Ordinance #942 approving the text amendment.

## Attachments

- 1) February 23, 2016 Planning Commission Minutes
- 2) Accessory Structure Parcel Size Map
- 3) Proposed Sections 202, 205.081 and 205.082 changes with existing code to be removed
- 4) Proposed Sections 202, 205.081 and 205.082 final text after changes
- 5) Ordinance 942
- 6) Motion Sheet

Chair Doan thanked Commissioner Solomonson for his guidance through this process. This has been one of the most heated items for the Planning Commission in the last several months.

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

Chair Doan called a break and then reconvened the meeting.

**NEW BUSINESS**

**PUBLIC HEARING - TEXT AMENDMENT - ACCESSORY STRUCTURES**

**FILE NO.:**                      2605-16-04  
**APPLICANT:**                CITY OF SHOREVIEW  
**LOCATION:**                    CITY WIDE

The City Attorney stated that proper notice was given for this public hearing.

**Presentation by Economic Development and Planning Associate Niki Hill**

A text amendment relating to accessory structures is proposed to Section 205 of the City Code, *Development Districts*. The purpose of the amendment is to provide more flexibility to residential property owners for accessory structure size based on property size. Area and setbacks are based on a tiered system to make sure the accessory structure remains subordinate to the principal structure on the property and does not have an adverse impact to adjoining properties.

Current Code for properties under one acre allow a maximum size of 150 square feet, but can increase in size up to 288 square feet with a Conditional Use Permit. There is a cap on accessory structures. They are not allowed to exceed 90% of the dwelling unit foundation area or 1200 square feet, whichever is less.

Properties that are greater than one acre, a Conditional Use Permit is required for accessory structures to exceed what is defined for parcels less than one acre. There is no cap to the maximum area.

The proposed changes define four tiers:

- Properties under 1/2 acre
- Properties from 1/2 acre to under 1 acre
- Properties from 1 acre to under 2 acres
- Properties of 2 acres and above

The changes proposed would increase the maximum permitted sizes to 200 square feet and increase permitted sizes with a Conditional Use Permit for properties that are 1/2 acre or larger. There would be a cap for the total amount of accessory structure square footage in all tiers. The proposed changes would minimally impact the majority of properties.

Regulations for properties less than 1/2 acre:

The changes allow a detached accessory structure when there is no attached accessory or an attached accessory structure that is less than 2-car size would be up to 200 square feet or up to 288 square feet with a Conditional Use Permit. Nothing over 288 square feet would be allowed.

Changes for properties of 1/2 acre to under 1 acre:

- A detached accessory structure, where there is no attached accessory structure or less than a 2-car attached accessory structure, could be 1000 square feet or 80% of the dwelling unit foundation area, whichever is the more restrictive.
- When there is a 2-car attached garage, a detached accessory structure can be up to 288 square feet outright. Up to 440 square feet could be allowed with a Conditional Use Permit.

Changes for properties of 1 acre to less than 2 acres:

- When there is less than a 2-car attached accessory structure, a detached accessory can be built up to 1000 square feet or 80% of the dwelling unit, whichever is more restrictive.
- If there is a 2-car attached accessory structure, a detached accessory structure of up to 440 square feet. A larger accessory structure is possible with a Conditional Use Permit. However, the total accessory structure area cannot exceed 1500 square feet or 100% of the dwelling unit foundation area.

Changes for properties of 2 acres or more:

- A detached accessory structure, where there is no attached accessory structure or less than a 2-car attached accessory structure, could be 1000 square feet or 80% of the dwelling unit foundation area, whichever is more restrictive.
- If there is a 2-car attached accessory structure, a detached accessory structure of up to 440 square feet. A Conditional Use Permit is required for larger than 440 square feet. The cap for the combined attached and detached accessory structure square footage is 125% of the dwelling unit foundation area.

Notice of this public hearing was published in the City's legal newspaper. No comments have been received from the public.

Staff recommends the proposed changes because they provide greater flexibility and better clarify the requirements. Also, a cap of total allowable accessory structure square footage is defined for all property sizes.

Chair Doan opened the public hearing. There were no comments or questions.

MOTION: by Commissioner McCool, seconded by Commissioner Solomonson to close the public hearing at 9:46 p.m.

VOTE: Ayes - 5 Nays - 0

Commissioner Solomonson suggested that the the bigger lots that are allowed larger accessory structures also be required to have larger setbacks. Ms. Hill noted a provision that will be

included that indicates greater setbacks may be required to mitigate impacts to adjoining properties. He would recommend a 15-foot side and rear setback for properties of 1 acre or more.

Commissioner Ferrington stated that she would not strictly define greater setbacks because there are long narrow lake lots that often come before the Commission. She stated she appreciates this presentation which is easy to follow and should decrease the number of variances.

Commissioner McCool agreed with Commissioner Ferrington and stated that he likes the idea of potentially increasing the setback based on site conditions. He would like the ordinance to include, "Setbacks may be increased to mitigate impacts to adjoining properties." Regardless of size, people will want an accessory structure closer to a property line, not in the middle of the property and it is hard to define the appropriate setback. Also, he would add the language, "whichever is more restrictive" to each table entry for properties of under 1/2 acre; properties of 1/2 acre to under 1 acre; and properties of 1 acre to under 2 acres. What is presented is an improvement.

**MOTION:** by Commissioner Ferrington, seconded by Commissioner McCool to recommend the City Council approve the amendment to Section 205.082, Development Code pertaining to accessory structures in the R1 Detached Residential District with the modifications indicated in the Commission's discussion.

Discussion:

Chair Doan clarified that the language, "whichever is more restrictive," would be added to Section 205-40 and 205-41. Further, language will be added to the text indicating that greater setbacks may be required to mitigate impacts to adjoining properties.

## **MISCELLANEOUS**

### **City Council Meetings**

Commissioners Solomonson and Ferrington will respectively attend the March 7, 2016 and March 21, 2016 City Council meetings.

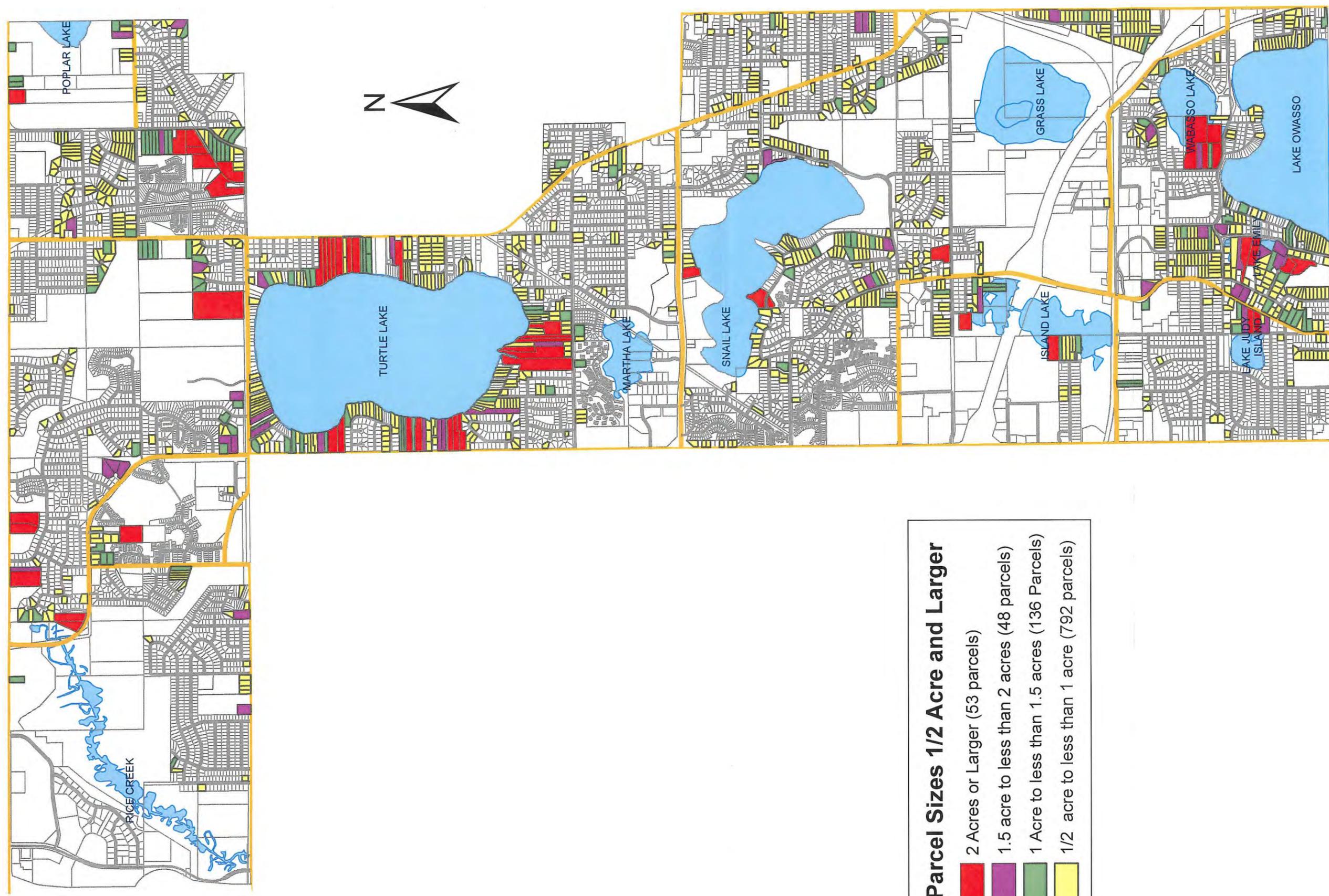
### **Workshop**

The Planning Commission was scheduled to meet in a workshop session immediately after the regular meeting on March 22, 2016. Upon learning that five applications are scheduled for the March meeting, there was discussion about possibly holding two short meetings.

Chair Doan stated that if the meeting can finish by 10:30 p.m. or 11:00 p.m., he would prefer one meeting. Otherwise, two meetings should be scheduled. He will leave it to staff to inform the Commission. At this time the workshop will be postponed to before or after the April meeting.

Chair Doan again thanked Commissioner Solomonson for his leadership and all Commissioners for their efforts.

# Accessory Structure Parcel Sizes



**202 Definitions**

**202.010** Unless specifically defined below, in Section 205.091 pertaining to Flood Plain Management, or in Section 208.020 pertaining to Signs, words or phrases used in the City of Shoreview Code of Ordinances shall be interpreted so as to give them the same meaning as they have in common usage and so as to give subject code its most reasonable application.

Accessory Apartment. A clearly secondary dwelling unit created within an owner-occupied, single-family dwelling and meeting the permit requirements of this ordinance.

Accessory Building. An attached or detached subordinate building, **or a portion of the main building the use of which is incidental to that of the main building or to the use of the premises,** with the exception of enclosed porches. Examples include, but are not limited to, garages, storage sheds and gazebos.

Accessory Structure. A subordinate structure, or a portion of the main structure, the use of which is incidental to that of the main structure or to the use of the premises. **Examples include, but are not limited to – deck, fencing, and landscape features such as a pergola.**

Accessory **Building Structure**, Attached. An accessory structure that has a contiguous foundation, roof, floor or wall system connected to the main building.

Accessory **Building Structure**, Detached. An accessory structure that is separated from the principal structure by at least 6 feet with no connecting structures except for at-grade sidewalks or pathways.

Accessory **Building Structure**, Water-Oriented. A small, above-ground building or structure which because of its relationship to the use and enjoyment of a public water, is permitted to be located closer to the water than the required structure setback. Examples of such structures include boathouses, storage sheds, patios, screen porches/gazebos, and detached decks. Stairways, fences, retaining walls, docks and dock sections, and boatlifts are not included in this definition.

Accessory Use. A use, on the same lot with, and of a nature customarily incidental and subordinate to, the principal use.

Agriculture. The cultivation of the soil and all activities incident thereto, except that said term shall not include the raising and feeding of hogs, sheep, goats, cattle, poultry and fur bearing animals.

**Proposed Final Version of Section 205.082**  
**Red Text = Proposed New Text**

**205.081 Residential Estate District (RE)**

- (A) Purpose. In addition to the purposes established in Section 205.080 (Residential Overview), the Residential Estate District is established to protect and enhance the character of single-dwelling neighborhoods where lot areas are substantially larger than required in the R1, Detached Residential District and to protect mature trees and other significant natural features that would otherwise be lost if more intensive subdivision were to occur. The term "neighborhood" is intended to consist of several lots with similar development and aesthetic characteristics.
- (B) Permitted Uses. As regulated by Section 205.082(B) (Detached Residential).
- (C) Required Conditions. As regulated by Section 205.082(D) (Detached Residential), with the following exceptions, unless less restrictive than another section of City Code (e.g., the Shoreland Ordinance), then the most restrictive Code shall prevail.
- (1) Lot Area. Except as provided in this section, the minimum lot area shall be determined by the City Council at the time of rezoning but shall be limited to the following alternatives: 20,000 square feet; 40,000 square feet; 60,000 square feet; or 80,000 square feet. Minimum lot area requirements shall be designated on the zoning map in each RE District Title, e.g., RE(20) would indicate a minimum lot area of 20,000 square feet.
- (a) The City Council shall base their decision on the character of the developed lots within an existing neighborhood or on the desired character of lots in an undeveloped or underdeveloped area. Once established, any request to change a district's minimum lot area requirement shall be processed as a request for rezoning.
- (b) When a subdivision is proposed for property zoned RE(20), the average area of the lots, less any land dedicated for public street, shall not be less than 20,000 square feet. To qualify to use an average lot area, the smallest lot(s) shall have at least 15,000 square feet of area. When such lot(s) will exceed 20,000 square feet of area, only up to 25,000 square feet of such lot shall be counted for purposes of calculating the average lot area.

(2) Lot Width-Interior Lots.

<u>District Title</u>	<u>Minimum Lot Width*</u>
RE (20)	80
RE (40)	100
RE (60)	100
RE (80)	120

(a) Add 15 feet for the minimum corner lot width requirement.

(3) Setbacks.

Rev. Date  
5/20/13  
Ord. 907

(a) Front Yard. Dwellings and accessory **buildings** shall have a front yard setback of at least twenty-five (25) feet but in no event more than forty (40) feet.

(b) Rear Yard. Dwellings shall have a rear yard setback of at least 30 feet and accessory **buildings** shall have a rear yard setback of at least 10 feet, regardless of lot area requirements.

(c) Side Yard. Side yards adjoining a street right-of-way shall be treated as a front yard for purposes of setback requirements. Dwellings and accessory **buildings** shall maintain minimum side yard setbacks as follows:

<u>District</u>	<u>Dwelling</u>	<u>Accessory Buildings</u>
RE (20)	10	5
RE (40)	10	5
RE (60)	15	10
RE (80)	15	10

(d) Lot Coverage. Lot coverage shall be restricted as follows:

<u>District Title</u>	<u>Maximum Lot Coverage</u>
RE (20)	30%
RE (40)	20%
RE (60)	15%
RE (80)	15%

(D) Lots of Record. Legal lots of record that existed prior to a rezoning to a Residential Estate District shall continue to be classified as buildable lots, provided any new construction complies with the RE District standards to extent practical, as determined by the Director of Community Development.

**205.082 Detached Residential District (R1)**

(A) Purpose. In addition to the purposes defined in Section 205.080 (Residential Overview), the Detached Residential District is established to reserve appropriately located areas for single-family living at reasonable population densities consistent with the Land Use Plan Chapter of the Comprehensive Guide Plan.

(B) Permitted Uses. In addition to the uses defined in Section 205.080 (Residential Overview), the following activities are permitted in the Detached Residential District:

- (1) Single-family structures and accessory structures.
- (2) Accessory apartments subject to permit requirements of Section 203.031 (Accessory Apartment Permit).
- (3) Manufactured homes.
- (4) The keeping of non-domestic animals is permitted on property containing two (2) or more acres. The City Council may require the owner of non-domestic animals to apply for a Conditional Use Permit if the Council determines that it is in the best interest of the public's health, safety or general welfare; provided, however, that the raising and keeping of not more than four (4) hen chickens or pullets is permitted on property less than two (2) acres provided a license is obtained in accordance with Section 601.020(D).
- (5) The keeping of Wild Animals is permitted pursuant to the provisions of Section 601.020(B) and provided a license is obtained in accordance with the requirements of that Section.

Rev.Date  
5/3/10  
Ord. #868

Rev. Date  
11/17/08  
Ord. 837

(C) Conditional Uses. Approval of a Conditional Use Permit shall require compliance with the requirements set forth in Section 203.032(D) (Conditional Use Permits).

- (1) Funeral Homes (mortuaries) provided the site adjoins a collector or arterial roadway. The performance standards set forth in Section 205.043(C) (General Commercial District (Conditional Uses) shall also be imposed as a condition(s) of approval.
- (2) Accessory **Buildings that exceed the maximum allowable permitted with a conditional use permit provided that the standards in Table 205-A are met.**
  - (a) Performance Standards
    - (1) The accessory **buildings** shall be located in the rear yard of the property except as otherwise permitted by this ordinance.
    - (2) **The accessory building shall be subordinate to the single-family residential dwelling unit.**
    - (3) For parcels 1 acre or larger in size, the lot shall have a minimum area of 1 acre above the ordinary high water line of a lake, ponding area or wetland on the property.
    - (4) The accessory **buildings** shall be screened from view of adjacent properties and public streets through the use of landscaping, berming, fencing or a combination thereof.
    - (5) **Greater setbacks may be required to mitigate impacts on adjoining properties.**

(D) Required Conditions. In addition to the conditions of Section 205.080(D) (Residential Overview), the following conditions apply:

- (1) Lot Size. A lot of not less than 10,000 square feet with a minimum width of 75 feet and a minimum depth of 125 feet.
- (2) Setback. Dwelling and accessory **buildings** shall have a front yard setback of at least twenty-five (25) feet but in no event more than forty (40) feet. The side yard setback shall be a minimum of ten (10) feet except that side yards adjoining a street right-of-way shall be treated as a front yard for purposes of setback requirements. The rear yard setback shall be a minimum of thirty (30) feet. Zero lot line developments are permitted if consistent with adjacent land uses.
- (3) Height. 35-feet maximum.
- (4) Lot coverage. Maximum of 40%.
- (5) Accessory Buildings are subject to the maximum size and setback standards of Table 205-A below.

Rev. Date  
5/20/13  
Ord. 907

Table 205-A

Lot Area	Type of Accessory Building	Maximum Area	Minimum Side Setback	Minimum Rear Setback
<b>Less than ½ acre</b>				
	Attached	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached (with no attached or less than 2 car attached)	750 square feet or 75% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached Accessory Building (with 2-car or larger attached garage)	Up to 200 square feet	5 ft.	10 ft.
		CUP - 200 square feet up to 288 square feet	10 ft.	10 ft.
	Combined – Attached and Detached	1,200 square feet or 90% of the dwelling unit foundation area whichever is more restrictive.		

Lot Area	Type of Accessory Building	Maximum Area	Minimum Side Setback	Minimum Rear Setback
<b>1/2 acre to less than 1 acre</b>				
	Attached	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached (with no attached or less than 2 car attached)	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached Accessory Building (with 2-car or more attached garage)	Up to 288 square feet	5 ft. – under 200 sq ft. 10 ft. – 200 sq ft. and above	10 ft.
		CUP – Up to 440 square feet	10 ft.	10 ft.
	Combined – Attached and Detached	1,200 square feet or 90% of the dwelling unit foundation area whichever is more restrictive.		
<b>1 acre to less than 2 acres</b>				
	Attached	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached (with no attached or less than 2 car attached)	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached Accessory Building (with 2-car or more attached garage)	Up to 440 square feet	5 ft. – under 200 sq ft. 10 ft. – 200 sq ft. and above	10 ft.
		CUP – Larger than 440 sq. ft.	10 ft.	10 ft.
	Combined – Attached and Detached	1,500 square feet or 100% of the dwelling unit foundation area whichever is more restrictive.		

Lot Area	Type of Accessory Building	Maximum Area	Minimum* Side Setback	Minimum* Rear Setback
<b>2 acres or more</b>				
	Attached	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached (with no attached or less than 2 car attached)	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached Accessory Structure (with 2-car or more attached garage)	Up to 440 square feet	5 ft. – under 200 sq ft. 10 ft. – 200 sq ft. and above	10 ft.
		CUP – Larger than 440 sq. ft.	10 ft.	10 ft.
	Combined – Attached and Detached	125% of the dwelling unit foundation area		

(a) Additional Setback Standards:

- i. Alleys:
  - a. 20 feet if a garage overhead door faces the alley.
  - b. 10 feet if a garage overhead door is side loaded and does not face the alley.
  - c. Location of the accessory structure shall not interfere with vehicle visibility or traffic movement in the alleyway.
- ii. Accessory buildings on corner lots shall be setback the same distance as the principal structure from the street right-of-way except as permitted in 205.080(D)(1).
- iii. No accessory buildings shall be located in the front yard of any lot, except for a riparian lot which shall comply with the provisions of Section 203.039 (Riparian Lot-Detached Accessory Structure Permit).
- iv. Buildings housing non-domestic animals: 100 feet from all property lines except as permitted by the City’s licensing provisions.

(b) Height – Detached Accessory Buildings

- i. Height of sidewalls cannot exceed 10 feet.
- ii. Maximum height: 18 feet as measured from the highest roof peak to the lowest finished grade; however, in no case shall the height of the accessory building exceed the height of the dwelling unit
- iii. Storage areas are permitted above the main floor provided they do not exceed an interior height of 6 feet.

(c) Maximum Number of Detached Accessory Buildings: 2

(d) Exterior Design and Construction

- (i) The exterior design and materials shall be compatible with the dwelling unit and be similar in appearance from an aesthetic, building material and architectural standpoint.
- (ii) Unfinished metal building exteriors, including corrugated metal siding, untreated non-decay resistant wood, concrete block, cloth, plastic sheeting and other materials that are not compatible with residential neighborhoods are prohibited.
- (iii) All accessory buildings shall maintain a high standard of architectural and aesthetic compatibility with surrounding properties to ensure that they will not adversely impact the surrounding properties and neighborhood.
- (ii) All accessory buildings shall have a finished flooring system, with the exception of boathouses.
- (iii) No accessory buildings shall be constructed prior to the construction of a principal structure.

(e) Use: Accessory buildings are to be used for personal use only and no commercial use or commercial related storage is permitted.

(f) Escrow: A cash escrow may be required to insure the removal of any accessory buildings on the property if said structure must be removed to comply with this Ordinance.

(g) Evaluation of Impact. The proposed design, scale, massing, height and other aspects related to the accessory buildings of any permit requested herein shall be evaluated by the City Manager with respect to the structures and properties in the surrounding area. A building permit may be issued upon the finding that the appearance of the structure is compatible with the structures and properties in the

surrounding area and does not reasonably detract from the appearance of the area or city as a whole. Conditions may be attached to the approval of any building permit to ensure that the proposed structure does not have a negative impact on the surrounding areas.

**205.083 Attached Residential District (R2)**

(A) Purpose. In addition to the purposes defined in Section 205.080(A) (Residential Overview), the Attached Residential District is established to:

- (1) Provide for all income levels an opportunity to enjoy a medium density environment.
- (2) Reserve appropriately located areas for family living in a variety of types of dwellings at a reasonable range of population densities consistent with the Land Use Chapter of the Comprehensive Guide Plan.
- (3) Provide special requirements for common facilities, parking and other conditions created by an increased population density.

(B) Permitted Uses. In addition to the uses defined in Section 205.080(B) (Residential Overview), buildings with 2-6 residential units are permitted in the Attached Residential District.

(C) Required Conditions. In addition to the conditions of Section 205.080(D) (Residential Overview), the following conditions apply for the Attached Residential District:

- (1) Lot size. Minimum zoned area of 5 acres unless being rezoned from Urban Underdeveloped; minimum lot size of 10,000 square feet per building plus 1,000 square feet per unit and a width of not less than 80 feet per building.
- (2) Setback. A front yard of 30 feet, a side yard of 10 feet except that side yards adjoining a street right-of-way shall be treated as a front yard for purposes of setback requirements. Zero lot line developments shall be permitted.
- (3) Height. 35-feet maximum.
- (4) Lot Coverage. A maximum of 55%. Maximum lot coverage may be increased to 60% if best management practice measures are taken to minimize negative effects on the environment as documented in the current editions of Minnesota Construction Site Erosion and Sediment Control Planning Handbook (MBWSR) and Protecting Water Quality in Urban Areas (MPCA).
- (5) Accessory Structures.
  - (a) No accessory structures, other than attached or detached garages approved in conjunction with the building plans, shall be permitted.

## 202 Definitions

**202.010** Unless specifically defined below, in Section 205.091 pertaining to Flood Plain Management, or in Section 208.020 pertaining to Signs, words or phrases used in the City of Shoreview Code of Ordinances shall be interpreted so as to give them the same meaning as they have in common usage and so as to give subject code its most reasonable application.

Accessory Apartment. A clearly secondary dwelling unit created within an owner-occupied, single-family dwelling and meeting the permit requirements of this ordinance.

Accessory Building. An attached or detached subordinate building, **or a portion of the main building the use of which is incidental to that of the main building or to the use of the premises**, with the exception of enclosed porches. Examples include, but are not limited to, garages, storage sheds and gazebos.

Accessory Structure. A subordinate structure, or a portion of the main structure, the use of which is incidental to that of the main structure or to the use of the premises. **Examples include, but are not limited to – deck, fencing, and landscape features such as a pergola.**

Accessory Building, Attached. An accessory structure that has a contiguous foundation, roof, floor or wall system connected to the main building.

Accessory Building, Detached. An accessory structure that is separated from the principal structure by at least 6 feet with no connecting structures except for at-grade sidewalks or pathways.

Accessory Building, Water-Oriented. A small, above-ground building or structure which because of its relationship to the use and enjoyment of a public water, is permitted to be located closer to the water than the required structure setback. Examples of such structures include boathouses, storage sheds, patios, screen porches/gazebos, and detached decks. Stairways, fences, retaining walls, docks and dock sections, and boatlifts are not included in this definition.

Accessory Use. A use, on the same lot with, and of a nature customarily incidental and subordinate to, the principal use.

Agriculture. The cultivation of the soil and all activities incident thereto, except that said term shall not include the raising and feeding of hogs, sheep, goats, cattle, poultry and fur bearing animals.

All Terrain Vehicle. A motorized floatation-tired vehicle of not less than three low-pressure tires, but no more than six tires, that is limited in engine

**Section 205.082 Proposed Additions and Deletions**  
 Red Text = Proposed Changes  
~~Stricken Text~~ = Proposed Deletion

**205.081 Residential Estate District (RE)**

(A) Purpose. In addition to the purposes established in Section 205.080 (Residential Overview), the Residential Estate District is established to protect and enhance the character of single-dwelling neighborhoods where lot areas are substantially larger than required in the R1, Detached Residential District and to protect mature trees and other significant natural features that would otherwise be lost if more intensive subdivision were to occur. The term "neighborhood" is intended to consist of several lots with similar development and aesthetic characteristics.

(B) Permitted Uses. As regulated by Section 205.082(B) (Detached Residential).

(C) Required Conditions. As regulated by Section 205.082(D) (Detached Residential), with the following exceptions, unless less restrictive than another section of City Code (e.g., the Shoreland Ordinance), then the most restrictive Code shall prevail.

(1) Lot Area. Except as provided in this section, the minimum lot area shall be determined by the City Council at the time of rezoning but shall be limited to the following alternatives: 20,000 square feet; 40,000 square feet; 60,000 square feet; or 80,000 square feet. Minimum lot area requirements shall be designated on the zoning map in each RE District Title, e.g., RE(20) would indicate a minimum lot area of 20,000 square feet.

(a) The City Council shall base their decision on the character of the developed lots within an existing neighborhood or on the desired character of lots in an undeveloped or underdeveloped area. Once established, any request to change a district's minimum lot area requirement shall be processed as a request for rezoning.

(b) When a subdivision is proposed for property zoned RE(20), the average area of the lots, less any land dedicated for public street, shall not be less than 20,000 square feet. To qualify to use an average lot area, the smallest lot(s) shall have at least 15,000 square feet of area. When such lot(s) will exceed 20,000 square feet of area, only up to 25,000 square feet of such lot shall be counted for purposes of calculating the average lot area.

(2) Lot Width-Interior Lots.

<u>District Title</u>	<u>Minimum Lot Width*</u>
RE (20)	80
RE (40)	100
RE (60)	100
RE (80)	120

(a) Add 15 feet for the minimum corner lot width requirement.

(3) Setbacks.

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(a) Front Yard. Dwellings and accessory **buildings structures** shall have a front yard setback of at least twenty-five (25) feet but in no event more than forty (40) feet.

(b) Rear Yard. Dwellings shall have a rear yard setback of at least 30 feet and accessory **buildings structures** shall have a rear yard setback of at least 10 feet, regardless of lot area requirements.

(c) Side Yard. Side yards adjoining a street right-of-way shall be treated as a front yard for purposes of setback requirements. Dwellings and accessory **buildings structures** shall maintain minimum side yard setbacks as follows:

<u>District</u>	<u>Dwelling</u>	<u>Accessory <b>Buildings Structures</b></u>
RE (20)	10	5
RE (40)	10	5
RE (60)	15	10
RE (80)	15	10

(d) Lot Coverage. Lot coverage shall be restricted as follows:

<u>District Title</u>	<u>Maximum Lot Coverage</u>
RE (20)	30%
RE (40)	20%
RE (60)	15%
RE (80)	15%

(D) Lots of Record. Legal lots of record that existed prior to a rezoning to a Residential Estate District shall continue to be classified as buildable lots, provided any new construction complies with the RE District standards to extent practical, as determined by the Director of Community Development.

**205.082 Detached Residential District (R1)**

(A) Purpose. In addition to the purposes defined in Section 205.080 (Residential Overview), the Detached Residential District is established to reserve appropriately located areas for single-family living at reasonable population densities consistent with the Land Use Plan Chapter of the Comprehensive Guide Plan.

(B) Permitted Uses. In addition to the uses defined in Section 205.080 (Residential Overview), the following activities are permitted in the Detached Residential District:

- (1) Single-family structures and accessory structures.
- (2) Accessory apartments subject to permit requirements of Section 203.031 (Accessory Apartment Permit).
- (3) Manufactured homes.
- (4) The keeping of non-domestic animals is permitted on property containing two (2) or more acres. The City Council may require the owner of non-domestic animals to apply for a Conditional Use Permit if the Council determines that it is in the best interest of the public's health, safety or general welfare; provided, however, that the raising and keeping of not more than four (4) hen chickens or pullets is permitted on property less than two (2) acres provided a license is obtained in accordance with Section 601.020(D).
- (5) The keeping of Wild Animals is permitted pursuant to the provisions of Section 601.020(B) and provided a license is obtained in accordance with the requirements of that Section.

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Ord. 837

(C) Conditional Uses. Approval of a Conditional Use Permit shall require compliance with the requirements set forth in Section 203.032(D) (Conditional Use Permits).

- (1) Funeral Homes (mortuaries) provided the site adjoins a collector or arterial roadway. The performance standards set forth in Section 205.043(C) (General Commercial District (Conditional Uses) shall also be imposed as a condition(s) of approval.
- (2) Accessory **Buildings structures that exceed the maximum allowable permitted with a conditional use permit provided that the standards in Table 205-A are met.**

~~(a) On parcels less than 1 acre in size, accessory structures that have an area of 150 square feet to 288 square feet in size are permitted as a conditional use provided the standards in Section 205.082(C)(2)(e) are met.~~

~~(b) On parcels 1 acre or larger in size, accessory structures that exceed the maximum allowable square footage are permitted as a conditional use provided the standards in Section 205.082(C)(2)(e) are met.~~

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- (a) ~~(e)~~ Performance Standards
  - (1) The accessory **buildings structures** shall be located in the rear yard of the property except as otherwise permitted by this ordinance.
  - (2) ~~The accessory structure shall be setback a minimum of 10 feet from the side property line and 10 feet from the rear property line; however, the City may require greater setbacks to mitigate impacts on adjoining properties.~~

The accessory buildings shall be subordinate to the single-family residential dwelling unit.

- (3) For parcels 1 acre or larger in size, the lot shall have a minimum area of 1 acre above the ordinary high water line of a lake, ponding area or wetland on the property.
- (4) The accessory buildings structures shall be screened from view of adjacent properties and public streets through the use of landscaping, berming, fencing or a combination thereof.
- (5) Greater setbacks may be required to mitigate impacts on adjoining properties.

(D) Required Conditions. In addition to the conditions of Section 205.080(D) (Residential Overview), the following conditions apply:

- (1) Lot Size. A lot of not less than 10,000 square feet with a minimum width of 75 feet and a minimum depth of 125 feet.
- (2) Setback. Dwelling and accessory buildings structures shall have a front yard setback of at least twenty-five (25) feet but in no event more than forty (40) feet. The side yard setback shall be a minimum of ten (10) feet except that side yards adjoining a street right-of-way shall be treated as a front yard for purposes of setback requirements. The rear yard setback shall be a minimum of thirty (30) feet. Zero lot line developments are permitted if consistent with adjacent land uses.
- (3) Height. 35-feet maximum.
- (4) Lot coverage. Maximum of 40%.
- (5) Accessory Buildings structures are subject to the maximum size and setback standards of Table 205-A below.

~~(a) Maximum Area.~~

~~(i) Attached Accessory Structure: 1,000 square feet or 80% of dwelling unit foundation area, whichever is more restrictive.~~

~~(ii) Detached Accessory Structure:~~

~~a. Area shall not exceed the 75% foundation area of the dwelling unit or 750 square feet whichever is more restrictive.~~

~~b. Parcels less than 1 acre in size:~~

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- ~~i.—When there is no attached garage or an attached garage that is less than a two-car, a single detached accessory structure may consist of the maximum area allowed in Section 205.082(D)(5)(a)(ii)(a). However, the second detached structure shall not exceed 150 square feet. The area of the second detached accessory structure may be increased to a maximum of 288 square feet upon Conditional Use Permit approval.~~
- ~~ii.—When there is an attached two-car garage or larger on the property, the total area of all detached accessory structures shall not exceed 150 square feet. The total area of all detached accessory structures may be increased to a maximum of 288 square feet upon Conditional Use Permit approval.~~
- ~~e.—Parcels that have a lot area of one or more acres:
  - ~~i.—When there is no attached garage or an attached garage that is less than a two-car, a single detached accessory structure may consist of the maximum area allowed in Section 205.082(D)(5)(a)(ii)(a). However, the second detached structure shall not exceed 288 square feet.~~
  - ~~ii.—When there is an attached two-car garage or larger on the property, the total area of all detached accessory structures shall not exceed 288 square feet.~~
  - ~~iii.—The maximum allowable square footage for accessory structures may be exceeded upon Conditional Use Permit approval.~~~~
- ~~(iii)—The combined area of all accessory structures shall not exceed 90% of the dwelling unit foundation area or 1,200 square feet whichever is more restrictive.~~

Table 205-A

Lot Area	Type of Accessory Building	Maximum Area	Minimum Side Setback	Minimum Rear Setback
<b>Less than ½ acre</b>				
	Attached	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached (with no attached or less than 2 car attached)	750 square feet or 75% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached Accessory Building (with 2-car or larger attached garage)	Up to 200 square feet	5 ft.	10 ft.
		CUP - 200 square feet to 288 square feet	10 ft.	10 ft.
	Combined – Attached and Detached	1,200 square feet or 90% of the dwelling unit foundation area		
<b>½ acre to less than 1 acre</b>				
	Attached	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached (with no attached or less than 2 car attached)	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached Accessory Building (with 2-car or more attached garage)	Up to 288 square feet	5 ft. – under 200 sq ft. 10 ft. – 200 sq ft. and above	10 ft.
		CUP – Up to 440 square feet	10 ft.	10 ft.
	Combined – Attached and Detached	1,200 square feet or 90% of the dwelling unit foundation area		

Lot Area	Type of Accessory Building	Maximum Area	Minimum Side Setback	Minimum Rear Setback
<b>1 acre to less than 2 acres</b>				
	Attached	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached (with no attached or less than 2 car attached)	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached Accessory Building (with 2-car or more attached garage)	Up to 440 square feet	5 ft. – under 200 sq ft. 10 ft. – 200 sq ft. and above	10 ft.
		CUP – Larger than 440 sq. ft.	10 ft.	10 ft.
	Combined – Attached and Detached	1,500 square feet or 100% of the dwelling unit foundation area		
<b>2 acres or more</b>				
	Attached	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached (with no attached or less than 2 car attached)	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached Accessory Building (with 2-car or more attached garage)	Up to 440 square feet	5 ft. – under 200 sq ft. 10 ft. – 200 sq ft. and above	10 ft.
		CUP – Larger than 440 sq. ft.	10 ft.	10 ft.
	Combined – Attached and Detached	125% of the dwelling unit foundation area		

~~(a)~~ Additional Setback Standards:

~~i.~~ Attached Accessory Structures

~~a.~~ Rear yard setback: Not less than 30 feet or the minimum setback required for the principal structure

~~b.~~ Side yard setback: 5 feet

~~ii.~~ Detached Accessory Structures

~~a.~~ Side yard: 5 feet

~~b.~~ Rear yard: 10 feet

i. Alleys:

~~a.i.~~ 20 feet if a garage overhead door faces the alley.

~~b.ii.~~ 10 feet if a garage overhead door is side loaded and does not face the alley.

~~c.iii.~~ Location of the accessory **buildings structures** shall not interfere with vehicle visibility or traffic movement in the alleyway.

~~ii.iii.~~ Accessory **buildings structures** on corner lots shall be setback the same distance as the principal structure from the street right-of-way except as permitted in 205.080(D)(1).

~~iii.iv.~~ No accessory **buildings structures** shall be located in the front yard of any lot, except for a riparian lot which shall comply with the provisions of Section 203.039 (Riparian Lot-Detached Accessory Structure Permit).

~~iv.v.~~ **Buildings structures** housing non-domestic animals: 100 feet from all property lines except as permitted by the City's licensing provisions.

~~(b)(e)~~ Height – Detached Accessory Buildings Structures

i. Height of sidewalls cannot exceed 10 feet.

ii. Maximum height: 18 feet as measured from the highest roof peak to the lowest finished grade; however, in no case shall the height of the accessory **building structure** exceed the height of the dwelling unit

iii. Storage areas are permitted above the main floor provided they do not exceed an interior height of 6 feet.

~~(c)(d)~~ Maximum Number of Detached Accessory **Buildings structures**: 2

~~(d)(e)~~ Exterior Design and Construction

- (i) The exterior design and materials shall be compatible with the dwelling unit and be similar in appearance from an aesthetic, building material and architectural standpoint.
- (ii) Unfinished metal building exteriors, including corrugated metal siding, untreated non-decay resistant wood, concrete block, cloth, plastic sheeting and other materials that are not compatible with residential neighborhoods are prohibited.
- (iii) All accessory buildings shall maintain a high standard of architectural and aesthetic compatibility with surrounding properties to ensure that they will not adversely impact the surrounding properties and neighborhood.
- (iv) All accessory **buildings structures** shall have a finished flooring system, with the exception of boathouses.
- (v) No accessory **buildings structures** shall be constructed prior to the construction of a principal structure.

~~(e)(f)~~ Use: Accessory **buildings structures** are to be used for personal use only and no commercial use or commercial related storage is permitted.

~~(f)(g)~~ Escrow: A cash escrow may be required to insure the removal of any accessory **buildings structures** on the property if said structure must be removed to comply with this Ordinance.

~~(g)(h)~~ Evaluation of Impact. The proposed design, scale, massing, height and other aspects related to the accessory **buildings structure** of any permit requested herein shall be evaluated by the City Manager with respect to the structures and properties in the surrounding area. A building permit may be issued upon the finding that the appearance of the structure is compatible with the structures and properties in the surrounding area and does not reasonably detract from the appearance of the area or city as a whole. Conditions may be attached to the approval of any building permit to ensure that the proposed structure does not have a negative impact on the surrounding areas.

### **205.083 Attached Residential District (R2)**

(A) Purpose. In addition to the purposes defined in Section 205.080(A) (Residential Overview), the Attached Residential District is established to:

- (1) Provide for all income levels an opportunity to enjoy a medium density environment.

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*Table 205-A is proposed for addition*

## ORDINANCE NO. 942

### AN ORDINANCE TO AMEND CHAPTER 200 OF THE MUNICIPAL CODE PERTAINING TO ACCESSORY STRUCTURES AND BUILDINGS

The Shoreview City Council ordains that Chapter 200, Development Code, is hereby amended as follows: Section 202 Definitions and Section 205.081 and 205.082, pertaining to Accessory Structures in single family residential areas. The intent of the proposed amendment is to better define standards related to accessory buildings and structures. The amendment hereby follows:

#### 202 Definitions

Accessory Building. An attached or detached subordinate building, or a portion of the main building, the use of which is incidental to that of the main building or to the use of the premises, with the exception of enclosed porches. Examples include, but are not limited to, garages, storage sheds and gazebos.

Accessory Structure. A subordinate structure, or a portion of the main structure, the use of which is incidental to that of the main structure or to the use of the premises. Examples include, but are not limited to – deck, fencing, and landscape features such as a pergola.

Accessory Building Structure, Attached. An accessory structure that has a contiguous foundation, roof, floor or wall system connected to the main building.

Accessory Building Structure, Detached. An accessory structure that is separated from the principal structure by at least 6 feet with no connecting structures except for at-grade sidewalks or pathways.

Accessory Building Structure, Water-Oriented. A small, above-ground building or structure which because of its relationship to the use and enjoyment of a public water, is permitted to be located closer to the water than the required structure setback. Examples of such structures include boathouses, storage sheds, patios, screen porches/gazebos, and detached decks. Stairways, fences, retaining walls, docks and dock sections, and boatlifts are not included in this definition.

#### 205.081 Residential Estate District (RE)

(A) Purpose. In addition to the purposes established in Section 205.080 (Residential Overview), the Residential Estate District is established to protect and enhance the character of single-dwelling neighborhoods where lot areas are substantially

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larger than required in the R1, Detached Residential District and to protect mature trees and other significant natural features that would otherwise be lost if more intensive subdivision were to occur. The term "neighborhood" is intended to consist of several lots with similar development and aesthetic characteristics.

(B) Permitted Uses. As regulated by Section 205.082(B) (Detached Residential).

(C) Required Conditions. As regulated by Section 205.082(D) (Detached Residential), with the following exceptions, unless less restrictive than another section of City Code (e.g., the Shoreland Ordinance), then the most restrictive Code shall prevail.

(1) Lot Area. Except as provided in this section, the minimum lot area shall be determined by the City Council at the time of rezoning but shall be limited to the following alternatives: 20,000 square feet; 40,000 square feet; 60,000 square feet; or 80,000 square feet. Minimum lot area requirements shall be designated on the zoning map in each RE District Title, e.g., RE(20) would indicate a minimum lot area of 20,000 square feet.

(a) The City Council shall base their decision on the character of the developed lots within an existing neighborhood or on the desired character of lots in an undeveloped or underdeveloped area. Once established, any request to change a district's minimum lot area requirement shall be processed as a request for rezoning.

(b) When a subdivision is proposed for property zoned RE(20), the average area of the lots, less any land dedicated for public street, shall not be less than 20,000 square feet. To qualify to use an average lot area, the smallest lot(s) shall have at least 15,000 square feet of area. When such lot(s) will exceed 20,000 square feet of area, only up to 25,000 square feet of such lot shall be counted for purposes of calculating the average lot area.

(2) Lot Width-Interior Lots.

<u>District Title</u>	<u>Minimum Lot Width*</u>
RE (20)	80
RE (40)	100
RE (60)	100
RE (80)	120

(a) Add 15 feet for the minimum corner lot width requirement.

(3) Setbacks.

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- (a) Front Yard. Dwellings and accessory **buildings** shall have a front yard setback of at least twenty-five (25) feet but in no event more than forty (40) feet.
- (b) Rear Yard. Dwellings shall have a rear yard setback of at least 30 feet and accessory **buildings** shall have a rear yard setback of at least 10 feet, regardless of lot area requirements.
- (c) Side Yard. Side yards adjoining a street right-of-way shall be treated as a front yard for purposes of setback requirements. Dwellings and accessory **buildings** shall maintain minimum side yard setbacks as follows:

<u>District</u>	<u>Dwelling</u>	<u>Accessory <b>Building</b></u>
RE (20)	10	5
RE (40)	10	5
RE (60)	15	10
RE (80)	15	10

- (d) Lot Coverage. Lot coverage shall be restricted as follows:

<u>District Title</u>	<u>Maximum Lot Coverage</u>
RE (20)	30%
RE (40)	20%
RE (60)	15%
RE (80)	15%

- (D) Lots of Record. Legal lots of record that existed prior to a rezoning to a Residential Estate District shall continue to be classified as buildable lots, provided any new construction complies with the RE District standards to extent practical, as determined by the Director of Community Development.

**205.082 Detached Residential District (R1)**

- A) Purpose. In addition to the purposes defined in Section 205.080 (Residential Overview), the Detached Residential District is established to reserve appropriately located areas for single-family living at reasonable population densities consistent with the Land Use Plan Chapter of the Comprehensive Guide Plan.
- (B) Permitted Uses. In addition to the uses defined in Section 205.080 (Residential Overview), the following activities are permitted in the Detached Residential District:

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*Table 205-A is proposed for addition*

- (1) Single-family structures and accessory structures.
- (2) Accessory apartments subject to permit requirements of Section 203.031 (Accessory Apartment Permit).
- (3) Manufactured homes.
- (4) The keeping of non-domestic animals is permitted on property containing two (2) or more acres. The City Council may require the owner of non-domestic animals to apply for a Conditional Use Permit if the Council determines that it is in the best interest of the public's health, safety or general welfare; provided, however, that the raising and keeping of not more than four (4) hen chickens or pullets is permitted on property less than two (2) acres provided a license is obtained in accordance with Section 601.020(D).
- (5) The keeping of Wild Animals is permitted pursuant to the provisions of Section 601.020(B) and provided a license is obtained in accordance with the requirements of that Section.

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(C) Conditional Uses. Approval of a Conditional Use Permit shall require compliance with the requirements set forth in Section 203.032(D) (Conditional Use Permits).

- (1) Funeral Homes (mortuaries) provided the site adjoins a collector or arterial roadway. The performance standards set forth in Section 205.043(C) (General Commercial District (Conditional Uses) shall also be imposed as a condition(s) of approval.
- (2) Accessory Buildings structures that exceed the maximum allowable permitted with a conditional use permit provided that the standards in Table 205-A are met.

~~(a) On parcels less than 1 acre in size, accessory structures that have an area of 150 square feet to 288 square feet in size are permitted as a conditional use provided the standards in Section 205.082(C)(2)(e) are met.~~

~~(b) On parcels 1 acre or larger in size, accessory structures that exceed the maximum allowable square footage are permitted as a conditional use provided the standards in Section 205.082(C)(2)(e) are met.~~

(a) ~~(e)~~ Performance Standards

- (1) The accessory buildings structures shall be located in the rear yard of the property except as otherwise permitted by this ordinance.

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*Table 205-A is proposed for addition*

- (2) ~~The accessory structure shall be setback a minimum of 10 feet from the side property line and 10 feet from the rear property line; however, the City may require greater setbacks to mitigate impacts on adjoining properties.~~

The accessory buildings shall be subordinate to the single-family residential dwelling unit.

- (3) For parcels 1 acre or larger in size, the lot shall have a minimum area of 1 acre above the ordinary high water line of a lake, ponding area or wetland on the property.
- (4) The accessory buildings structures shall be screened from view of adjacent properties and public streets through the use of landscaping, berming, fencing or a combination thereof.
- (5) Greater setbacks may be required to mitigate impacts on adjoining properties.

(D) Required Conditions. In addition to the conditions of Section 205.080(D) (Residential Overview), the following conditions apply:

- (1) Lot Size. A lot of not less than 10,000 square feet with a minimum width of 75 feet and a minimum depth of 125 feet.
- (2) Setback. Dwelling and accessory buildings structures shall have a front yard setback of at least twenty-five (25) feet but in no event more than forty (40) feet. The side yard setback shall be a minimum of ten (10) feet except that side yards adjoining a street right-of-way shall be treated as a front yard for purposes of setback requirements. The rear yard setback shall be a minimum of thirty (30) feet. Zero lot line developments are permitted if consistent with adjacent land uses.
- (3) Height. 35-foot maximum.
- (4) Lot coverage. Maximum of 40%.
- (5) Accessory Buildings structures are subject to the maximum size and setback standards of Table 205-A below.

(a) Maximum Area:

- ~~(i) Attached Accessory Structure: 1,000 square feet or 80% of dwelling unit foundation area, whichever is more restrictive.~~

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*Table 205-A is proposed for addition*

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Ord. #789

~~(ii) — Detached Accessory Structure:~~

~~a. — Area shall not exceed the 75% foundation area of the dwelling unit or 750 square feet whichever is more restrictive.~~

~~b. — Parcels less than 1 acre in size:~~

~~i. — When there is no attached garage or an attached garage that is less than a two-car, a single detached accessory structure may consist of the maximum area allowed in Section 205.082(D)(5)(a)(ii)(a). However, the second detached structure shall not exceed 150 square feet. The area of the second detached accessory structure may be increased to a maximum of 288 square feet upon Conditional Use Permit approval.~~

~~ii. — When there is an attached two-car garage or larger on the property, the total area of all detached accessory structures shall not exceed 150 square feet. The total area of all detached accessory structures may be increased to a maximum of 288 square feet upon Conditional Use Permit approval.~~

~~c. — Parcels that have a lot area of one or more acres:~~

~~i. — When there is no attached garage or an attached garage that is less than a two-car, a single detached accessory structure may consist of the maximum area allowed in Section 205.082(D)(5)(a)(ii)(a). However, the second detached structure shall not exceed 288 square feet.~~

~~ii. — When there is an attached two-car garage or larger on the property, the total area of all detached accessory structures shall not exceed 288 square feet.~~

~~iii. — The maximum allowable square footage for accessory structures may be exceeded upon Conditional Use Permit approval. —~~

~~(iii) — The combined area of all accessory structures shall not exceed 90% of the dwelling unit foundation area or 1,200 square feet whichever is more restrictive.~~

*Stricken text is proposed for deletion*  
*Underlined Text is proposed for addition*  
*Table 205-A is proposed for addition*

**Table 205-A**

<b>Lot Area</b>	<b>Type of Accessory Building</b>	<b>Maximum Area</b>	<b>Minimum Side Setback</b>	<b>Minimum Rear Setback</b>
<b>Less than ½ acre</b>				
	Attached	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached (with no attached or less than 2 car attached)	750 square feet or 75% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached Accessory Building (with 2-car or larger attached garage)	<b>Up to 200 square feet</b>	5 ft.	10 ft.
		<b>CUP - 200 square feet to 288 square feet</b>	10 ft.	10 ft.
	Combined – Attached and Detached	1,200 square feet or 90% of the dwelling unit foundation area		
<b>½ acre to less than 1 acre</b>				
	Attached	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.
	Detached (with no attached or less than 2 car attached)	<b>1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive</b>	5 ft.	10 ft.
	Detached Accessory Building (with 2-car or more attached garage)	<b>Up to 288 square feet</b>	<b>5 ft. – under 200 sq ft.</b>	10 ft.
		<b>CUP – Up to 440 square feet</b>	<b>10 ft. – 200 sq ft. and above</b>	10 ft.
	Combined – Attached and Detached	1,200 square feet or 90% of the dwelling unit foundation area		

*Stricken text is proposed for deletion*  
*Underlined Text is proposed for addition*  
*Table 205-A is proposed for addition*

<b>Lot Area</b>	<b>Type of Accessory Building</b>	<b>Maximum Area</b>	<b>Minimum Side Setback</b>	<b>Minimum Rear Setback</b>	
<b>1 acre to less than 2 acres</b>					
	Attached	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.	
	Detached (with no attached or less than 2 car attached)	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.	
	Detached Accessory Building (with 2-car or more attached garage)	Up to 440 square feet	5 ft. – under 200 sq ft. 10 ft. – 200 sq ft. and above	10 ft.	10 ft.
		CUP – Larger than 440 sq. ft.	10 ft.	10 ft.	
	Combined – Attached and Detached	1,500 square feet or 100% of the dwelling unit foundation area			
<b>2 acres or more</b>					
	Attached	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.	
	Detached (with no attached or less than 2 car attached)	1,000 square feet or 80% of the dwelling unit foundation area whichever is more restrictive	5 ft.	10 ft.	
	Detached Accessory Building (with 2-car or more attached garage)	Up to 440 square feet	5 ft. – under 200 sq ft. 10 ft. – 200 sq ft. and above	10 ft.	10 ft.
		CUP – Larger than 440 sq. ft.	10 ft.	10 ft.	
	Combined – Attached and Detached	125% of the dwelling unit foundation area			

~~(a) Additional Setback Standards:~~

~~i. Attached Accessory Structures~~

*Stricken text is proposed for deletion*  
*Underlined Text is proposed for addition*  
*Table 205-A is proposed for addition*

~~a. Rear yard setback: Not less than 30 feet or the minimum setback required for the principal structure~~

~~b. Side yard setback: 5 feet~~

~~ii. Detached Accessory Structures~~

~~a. Side yard: 5 feet~~

~~b. Rear yard: 10 feet~~

i. Alleys:

~~a.i.~~ 20 feet if a garage overhead door faces the alley.

~~b.ii.~~ 10 feet if a garage overhead door is side loaded and does not face the alley.

~~c. iii.~~ Location of the accessory buildings structures shall not interfere with vehicle visibility or traffic movement in the alleyway.

~~ii.iii.~~ Accessory buildings structures on corner lots shall be setback the same distance as the principal structure from the street right-of-way except as permitted in 205.080(D)(1).

~~iii.iv.~~ No accessory buildings structures shall be located in the front yard of any lot, except for a riparian lot which shall comply with the provisions of Section 203.039 (Riparian Lot-Detached Accessory Structure Permit).

~~iv.v.~~ Buildings structures housing non-domestic animals: 100 feet from all property lines except as permitted by the City's licensing provisions.

(b)(e) Height – Detached Accessory Buildings Structures

i. Height of sidewalls cannot exceed 10 feet.

ii. Maximum height: 18 feet as measured from the highest roof peak to the lowest finished grade; however, in no case shall the height of the accessory building exceed the height of the dwelling unit

*Stricken text is proposed for deletion*  
*Underlined Text is proposed for addition*  
*Table 205-A is proposed for addition*

- iii. Storage areas are permitted above the main floor provided they do not exceed an interior height of 6 feet.

~~(c)(d)~~ Maximum Number of Detached Accessory **Buildings structures**: 2

~~(d)(e)~~ Exterior Design and Construction

- (i) The exterior design and materials shall be compatible with the dwelling unit and be similar in appearance from an aesthetic, building material and architectural standpoint.
- (ii) Unfinished metal building exteriors, including corrugated metal siding, untreated non-decay resistant wood, concrete block, cloth, plastic sheeting and other materials that are not compatible with residential neighborhoods are prohibited.
- (iii) All accessory buildings shall maintain a high standard of architectural and aesthetic compatibility with surrounding properties to ensure that they will not adversely impact the surrounding properties and neighborhood.
- (iv) All accessory **buildings structures** shall have a finished flooring system, with the exception of boathouses.
- (v) No accessory **buildings structures** shall be constructed prior to the construction of a principal structure.

~~(e)(f)~~ Use: Accessory **buildings structures** are to be used for personal use only and no commercial use or commercial related storage is permitted.

~~(f)(g)~~ Escrow: A cash escrow may be required to insure the removal of any accessory **buildings structures** on the property if said structure must be removed to comply with this Ordinance.

~~(g)(h)~~ Evaluation of Impact. The proposed design, scale, massing, height and other aspects related to the accessory **building** of any permit requested herein shall be evaluated by the City Manager with respect to the structures and properties in the surrounding area. A building permit may be issued upon the finding that the appearance of the structure is compatible with the structures and properties in the surrounding area and does not reasonably detract from the appearance of the area or city as a whole. Conditions may be attached to the approval of any building permit to ensure that the proposed structure does not have a negative impact on the surrounding areas.

*Stricken text is proposed for deletion*  
*Underlined Text is proposed for addition*  
*Table 205-A is proposed for addition*

Effective Date. This ordinance shall become effective the day following its publication in the City's official newspaper.

Publication Date. Published on or after April 4, 2016

SEAL

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Sandra C Martin, Mayor

**PROPOSED MOTION**

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

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

To approve Resolution No. 16-25 revising city election precincts.

<b>ROLL CALL:</b>	<b>AYES</b> _____	<b>NAYS</b> _____
<b>JOHNSON</b>	_____	_____
<b>QUIGLEY</b>	_____	_____
<b>SPRINGHORN</b>	_____	_____
<b>WICKSTROM</b>	_____	_____
<b>MARTIN</b>	_____	_____

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRI HOFFARD  
DEPUTY CLERK**

**DATE: MARCH 25, 2016**

**SUBJECT: APPROVAL OF NEW PRECINCT PLAN**

### **BACKGROUND**

Currently, the City has 7 precincts for voting. Staff contacted all facilities that are currently used as polling places in preparation for the upcoming 2016 elections and were informed by St. Odilia School (Precinct 1N) that we no longer have the use of their facility.

### **DISCUSSION**

While researching another location for this precinct, staff was not able to find a suitable location that would accommodate our voters and also follow state law requirements for polling places.

Staff is suggesting that we combine current Precincts 1N and 2 together to form one precinct (map attached). The Precinct 2 polling location (Shepherd of the Hills Church) has adequate space to accommodate more voters and also has sufficient parking. Shepherd of the Hills staff were contacted and they do not have any concerns with this recommended change.

As part of this change, staff is suggesting that we also renumber current Precinct 1S to Precinct 1. The former precinct 1N would then become part of Precinct 2.

### **RECOMMENDATION**

Staff recommends approval of Resolution No. 16-25 which revises city election precincts.

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA  
HELD APRIL 4, 2016**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on April 4, 2016, at 7:00 p.m.

The following members were present:

And the following members were absent:

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption.

**RESOLUTION NO. 16-25**

**RESOLUTION REVISING CITY ELECTION PRECINCTS**

WHEREAS, the City of Shoreview currently has 7 voting precincts; and

WHEREAS, the City has a Precinct 1S and 1N to conform with state law which requires precinct boundaries to follow visible, clearly recognizable physical features; and

WHEREAS, while preparing for the upcoming 2016 elections, staff contacted all polling places to check on availability; and

WHEREAS, St. Odilia School informed the City we could no longer use their facility as a polling place; and

WHEREAS, staff is recommending that Precinct 1N (St. Odilia School) and Precinct 2 (Shepherd of the Hills) be combined; and

WHEREAS, staff are recommending that current Precinct 1S (Emmet Williams School) be renumbered to Precinct 1 since there is no longer a need to specify between 1S and 1N.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Shoreview, County of Ramsey, State of Minnesota hereby revises the polling places (see attached map) as follows:

- Precinct 1 – Emmet D. Williams School
- Precinct 2 – Shepherd of the Hills Church
- Precinct 3 – Shoreview City Hall
- Precinct 4 – Shoreview Community Center

Precinct 5 – Incarnation Lutheran Church  
Precinct 6 – Turtle Lake School

BE IT FURTHER RESOLVED that this resolution and revised precinct map be submitted to the Secretary of State of Minnesota and the Ramsey County Auditor.

The motion of the adoption 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 April, 2016.

STATE OF MINNESOTA)

COUNTY OF RAMSEY )

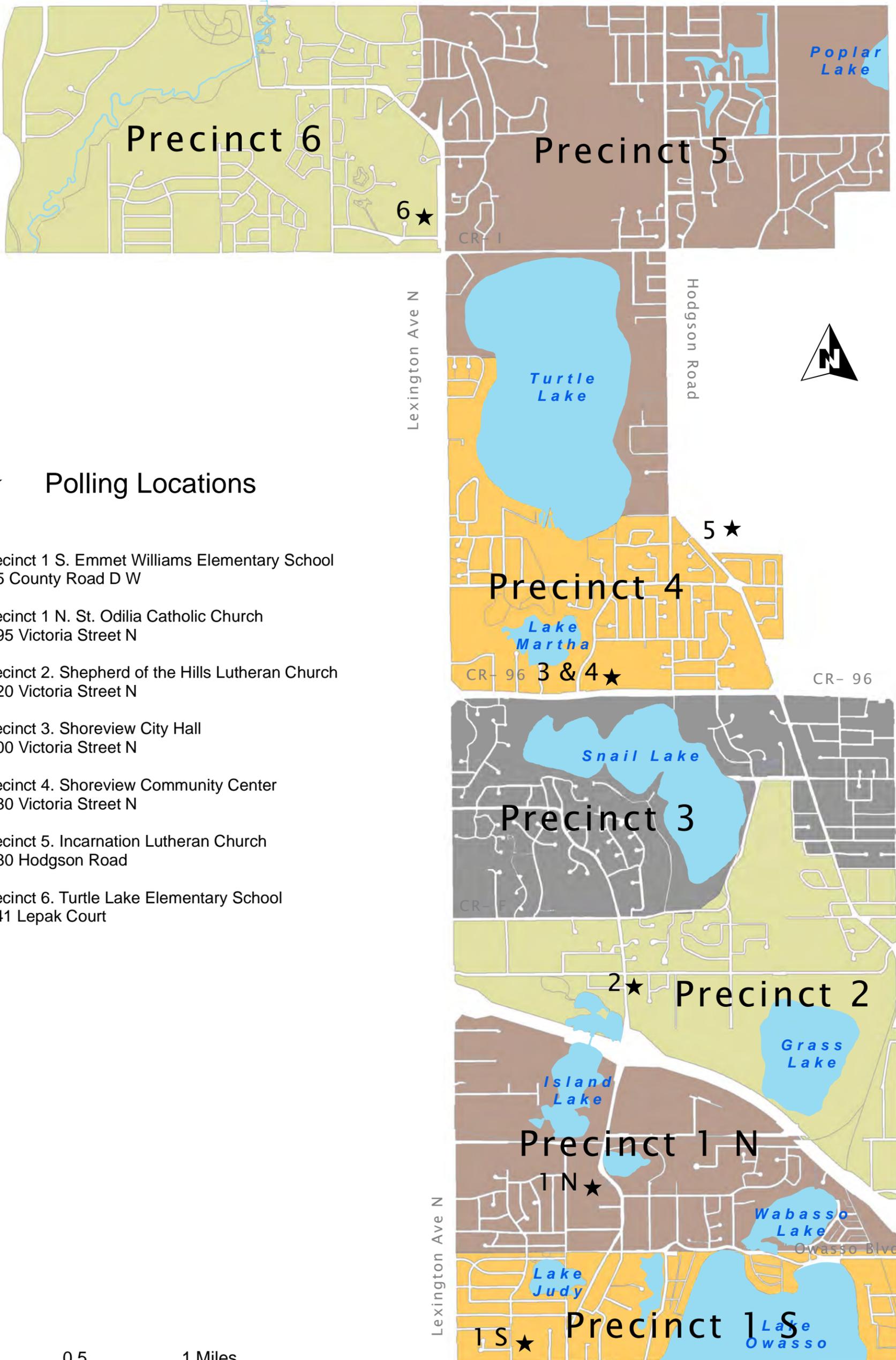
CITY OF SHOREVIEW )

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 April, 2016, 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 revising city election precincts.

**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 April, 2016.

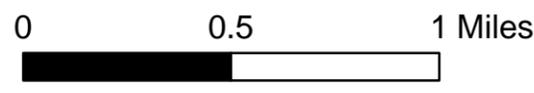
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Terry C. Schwerm, City Manager

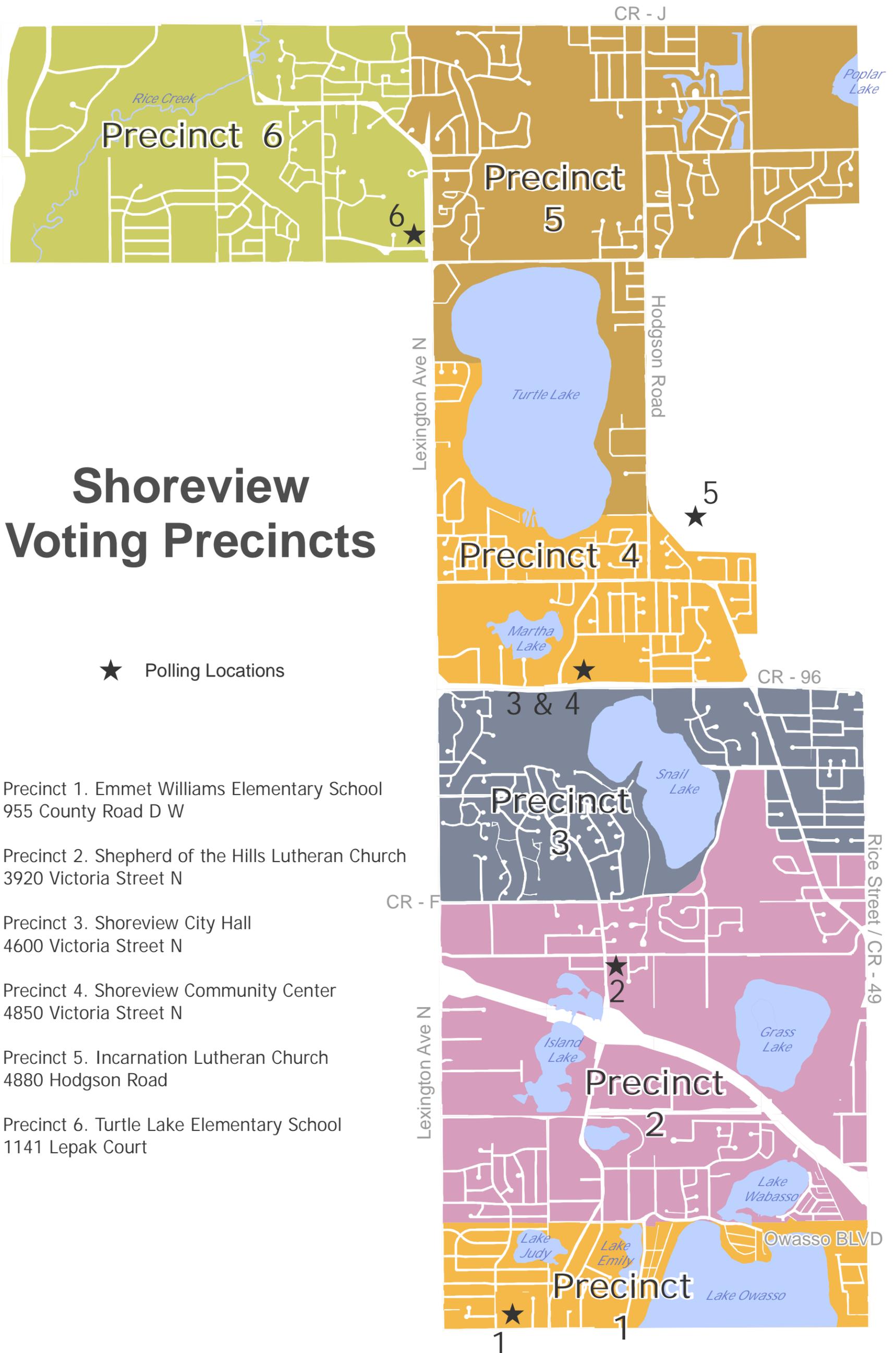


★ Polling Locations

- Precinct 1 S. Emmet Williams Elementary School  
955 County Road D W
- Precinct 1 N. St. Odilia Catholic Church  
3495 Victoria Street N
- Precinct 2. Shepherd of the Hills Lutheran Church  
3920 Victoria Street N
- Precinct 3. Shoreview City Hall  
4600 Victoria Street N
- Precinct 4. Shoreview Community Center  
4580 Victoria Street N
- Precinct 5. Incarnation Lutheran Church  
4880 Hodgson Road
- Precinct 6. Turtle Lake Elementary School  
1141 Lepak Court



Voting Precincts



# Shoreview Voting Precincts

★ Polling Locations

Precinct 1. Emmet Williams Elementary School  
955 County Road D W

Precinct 2. Shepherd of the Hills Lutheran Church  
3920 Victoria Street N

Precinct 3. Shoreview City Hall  
4600 Victoria Street N

Precinct 4. Shoreview Community Center  
4850 Victoria Street N

Precinct 5. Incarnation Lutheran Church  
4880 Hodgson Road

Precinct 6. Turtle Lake Elementary School  
1141 Lepak Court



**PROPOSED MOTION**

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

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

to appoint Jean Kiehnbaum and Matthew Cisneros to the Parks and Recreation Commission for terms ending January 31, 2019.

<b>ROLL CALL:</b>	<b>AYES</b> _____	<b>NAYS</b> _____
<b>JOHNSON</b>	_____	_____
<b>QUIGLEY</b>	_____	_____
<b>SPRINGHORN</b>	_____	_____
<b>WICKSTROM</b>	_____	_____
<b>MARTIN</b>	_____	_____

**TO: MAYOR AND CITY COUNCILMEMBERS**

**FROM: TERRI HOFFARD  
DEPUTY CLERK**

**DATE: MARCH 25, 2016**

**SUBJECT: APPOINTMENT TO THE PARKS AND RECREATION COMMISSION**

### **INTRODUCTION**

The City Council is being asked to make two appointments to the Parks and Recreation Commission.

### **BACKGROUND**

Currently, there are two vacancies on the Parks and Recreation Commission due to recent resignations by Desaree Crane and Sarah Bohnen. The City advertised the vacancies in the local papers and on social media. Two applications were received from Jean Kiehnbaum and Matthew Cisneros expressing their interest in serving on the Parks and Recreation Commission. Parks and Recreation Commission members reviewed the applications and recommended appointment of both applicants to fill the vacancy on the Parks and Recreation Commission. Their applications are attached for Council review.

### **RECOMMENDATION**

It is recommended that the City Council appoint Jean Kiehnbaum and Matthew Cisneros to the Parks and Recreation Commission for terms ending January 31, 2019.



**Citizen Advisory Committees and Commissions  
Application Form**

Name Matthew (Matt) Cisneros

Address 335 Oakwood Drive, Shoreview, MN 55126

\*Home phone number 651-226-1352 \*Work phone number 651-226-1352

E-mail macisneros@msn.com

How long have you lived in the City of Shoreview? Since 2003

Is there any reason that you would be unable to attend regular monthly meetings?

Yes  No

If yes, please explain:

The City of Shoreview currently has several volunteer committees and commissions.

- Bike and Trails Committee
- Economic Development Authority \*
- Economic Development Commission\*
- Environmental Quality Committee
- Human Rights Commission
- Lake Regulations Commission
- Park and Recreation Commission
- Planning Commission
- Public Safety Committee

\* Persons who work in, own, or operate a business within City are eligible to serve on EDA and EDC

Please indicate your preferences on which committee or commission you are interested in serving:

1. Park and Recreation Commission 

2. Economic Development Commission 

3. Planning Commission 

1. What are your specific areas of interest within this committee's or commission's scope of responsibilities?

Parks & Rec: Maintaining the condition of the parks and parks programs to continue to make Shoreview a desirable location to live and work.

EDC/Planning Commission: As a budding business-owner I would love to be able to contribute to the planning and development and have a hand in the success of Shoreview as a prime destination for business.

2. Briefly describe your work experience or other background information that would relate to this committee.

I was in the mortgage industry for 10 years with a local Credit Union and with Coldwell Banker Burnet in North Oaks for 2 years as a Real Estate Agent while I finished by schooling for Air Traffic Control. I worked in Air Traffic Control for 3+ years for the Federal Aviation Administration as a Developmental Controller. The last 2 years I've been in training with American Family Insurance to open an American Family Agency, ideally in the Shoreview area.

3. Please list other organizations or clubs that you have participated in.

NAIFA (National Assoc. of Insurance and Financial Advisors), BNI

4. Why would you like to serve on this committee or commission?

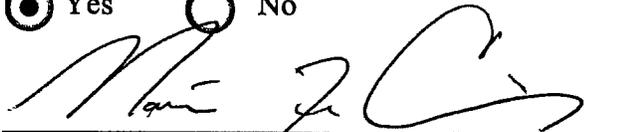
Prior to living in Shoreview, I was a resident of St. Paul where I was born and raised. I watched my Father who contributed to the Parks and Rec programs and contribute time to local government making the East Side of St. Paul a better place and always admired his drive to give of himself to help within the community. I also am a father of 5 kids that we are lucky enough to raise in Shoreview and I would love the opportunity to do what my father did for his kids to make a mark on the community in which we lived.

Additional Comments:

Thank you for your consideration.

If appointed to a committee or commission, may we include your phone number(s) in the committee/commission handbook?

Yes  No



Signature

2/26/2016

Date



**Citizen Advisory Committees and Commissions  
Application Form**

Name Jean Kiehnbaum

Address 4348 Nancy Place, Shoreview MN 55126

\*Home phone number 651-484-0169 \*Work phone number Cell 651-366-9540

E-mail jakiehnbaum@gmail.com

How long have you lived in the City of Shoreview? 39 years

Is there any reason that you would be unable to attend regular monthly meetings?

Yes  No

If yes, please explain:

The City of Shoreview currently has several volunteer committees and commissions.

- Bike and Trails Committee
- Economic Development Authority \*
- Economic Development Commission\*
- Environmental Quality Committee
- Human Rights Commission
- Lake Regulations Commission
- Park and Recreation Commission
- Planning Commission
- Public Safety Committee

\* Persons who work in, own, or operate a business within City are eligible to serve on EDA and EDC

Please indicate your preferences on which committee or commission you are interested in serving:

1. Park and Recreation Commission
2. Park and Recreation Commission
3. Park and Recreation Commission

1. What are your specific areas of interest within this committee's or commission's scope of responsibilities?

I have been a active member of the community center for oner five years and have enjoyed walking biking in the community

I would like to be a part of the future development of the community center as it moves forward.

2. Briefly describe your work experience or other background information that would relate to this committee.

Very active in the out doors with hiking, biking and walking. Being a nurse for over 43 years I would like to see people being more active and help provide them with a space and to do this.

3. Please list other organizations or clubs that you have participated in.

Girl Scout leader for 10 years.  
On the board of Lakeshore Quilters.  
Taught for the American Lung Association.

4. Why would you like to serve on this committee or commission?

To be a part of the community center moving forward and give any ideas I have. To help Shoreview be a great place for indoor and out door activities.

Additional Comments:

If appointed to a committee or commission, may we include your phone number(s) in the committee/commission handbook?

Yes       No

Jean Kiehnbaum

11/24/2015

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Signature

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Date