

**CITY OF SHOREVIEW  
AGENDA  
REGULAR CITY COUNCIL MEETING  
July 1, 2013  
7:00 P.M.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF AGENDA**

**PROCLAMATIONS AND RECOGNITIONS**

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

**COUNCIL COMMENTS**

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

1. June 17, 2013 City Council Workshop Meeting Minutes
2. June 17, 2013 City Council Meeting Minutes
3. Receipt of Committee/Commission Minutes—
  - Economic Development Commission, May 21, 2013
  - Parks and Recreation Commission, May 23, 2013
  - Economic Development Authority, June 17, 2013
  - Environmental Quality Committee, June 24, 2013
4. Verified Claims
5. Purchases

6. License Applications
7. Approval of Application for Temporary Intoxicating Liquor License and Lawful Gambling Permit—St. Odilia Catholic Church
8. Comprehensive Sign Plan—Lawrence Signs/Northern Tier Retail, 3592 Lexington Avenue
9. Developer Escrow Reduction

## **PUBLIC HEARING**

## **GENERAL BUSINESS**

10. Approval of Purchase Agreement for City Acquisition of Property—Richard McGuire, 3339 Victoria Street North
11. Wireless Telecommunication Permit/Site Lease—Verizon Wireless, LLC/Buell Consulting, Inc., 4344 Hodgson Road (Sitzer Park)
12. Rice Creek North Regional Trail Master Plan Amendment—Ramsey County

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

## **SPECIAL ORDER OF BUSINESS**

## **ADJOURNMENT**

**CITY OF SHOREVIEW  
MINUTES  
CITY COUNCIL WORKSHOP MEETING  
June 17, 2013**

**CALL TO ORDER**

Mayor Martin called the workshop meeting of the Shoreview City Council to order at 8:23 p.m. on June 17, 2013.

**ROLL CALL**

The following attended the meeting:

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

Staff: Terry Schwerm, City Manager

**REVIEW OF FINAL DRAFT OF COMMUNITY SURVEY**

City Manager Schwerm reported that the changes discussed at the last Council workshop meeting have been incorporated into the Community Survey. The Council discussed the following changes:

- Question No. 39 regarding a theater was taken out.
- Question No. 48 regarding use of which parks was left in to use for performance measures.
- Question Nos. 102 and 103 are new relating to foreclosed properties.
- The explanatory comment before Question No. 109 was changed to explain that the City of Shoreview contracts with the HRC, a free home improvement counseling service to residents located in the Larson/Lepak House, to administer the City's home improvement loan program.
- Question No. 116 and 117 are to include a question about anything else the City should know regarding outside storage on residential property.
- Question No. 122 includes auto theft.
- If question No. 156 is answered "yes," then question Nos. 157 and 158 are asked. If the answer is "no," the next question would be No. 159. This is an important question because it would be helpful to know the percentage of residents that actually use the lakes but do not live on a lake. Staff will discuss this question further with Decision Resources. Councilmember Withhart stated that if it is known how many residents use lakes, then when development plans are approved for those parks, the Council has better knowledge for an informed decision.

Mayor Martin stated that the assumption is that if one lives on a lake, there is interest in using it. Questions only related to usage by those living on lakes are inaccurate. The questions have to be community wide because costs will come out of community revenues.

- Question No. 159 was changed to indicate the City could contract with multiple haulers in an organized collection system. The haulers could be different for different sections.

- Question No. 160 will include the option of lower cost.
- Question No. 180 will include asking if the program watched can be named. Councilmember Wickstrom stated it is not worth splitting basic programming from public access. When residents receive public access, they also receive Basic. Comcast wants to take the free channels off the air.
- Question Nos. 189 through 194 are new to cover social media.

### **REVIEW OF REQUEST FOR PROPOSAL FOR THE COMMUNITY CENTER EXPANSION**

City Manager Schwerm stated that an expansion to the Community Center is scheduled in the City's Capital Improvement Program (CIP) in 2014, and replacement of the outdoor water play area is scheduled for 2016. The first step is to determine the scope of improvements to be made. Since the last expansion in 2002, membership at the Community Center has tripled. The fitness center is often overcrowded and needs more space. There are periodic complaints about the limited number of family changing areas since there are only two family locker areas. Six are needed. Staff will explore potential to add a deck outside the Shoreview Room. The Tropical Adventure Indoor Playground area does not feel open. It is a tight fit where it is placed. Possibly it could be combined with the third gym area. There is no toddler area in this playground. However, if the playground is expanded, the gym activity room needs to be replaced because it is used for many programs, especially the Summer Discovery program, which generates the most dollars of all park and recreation programs. The Summer Discovery program has expanded and looking for more space. More space is needed for eating. The outdoor wading pool is now closed and is used for pool groups. This is a temporary fix until the outdoor wading pool is put in. A Request for Proposal (RFP) has been prepared to hire an architect firm to develop various concept scenarios for potential expansion and related cost estimates.

Mayor Martin noted that water play areas are much more common, and she expects prices have come down. Mr. Schwerm stated that during winter months, he would like to be able to cover the area.

Councilmember Withhart suggested enhanced security form theft from lockers. Mr. Schwerm noted that most thefts occur in unlocked lockers.

Councilmember Johnson suggested doing a needs assessment in a scalable way to reach all audiences rather than an RFP. Needs identified through an RFP are based on cost. Mr. Schwerm stated that a needs assessment is embedded in the first phase of developing a concept plan. It will be good to know how many elements can be done and at what cost. That information will not be known without designs and cost estimates. The last time the Community Center was expanded a staff design committee drove the process. That process could be used again, or the committee could be opened to Councilmembers and Parks and Recreation Commission members. The committee checks all key decisions with the Council and Parks and Recreation Commission.

It was the consensus of the Council for staff to move forward and use a staff design committee. The Parks and Recreation Commission and the Council will be involved in all key design and decision points.

Mr. Schwerm noted that originally, BWBR worked with the City on the Community Center and expansion. The City has a good working relationship with the firm, but he would be happy to solicit proposals from other firms to get a broader look at what could be done.

Mayor Martin stated that the City needs to look at different proposals. The proposals should include types of services as well as a needs assessment as part of the RFP.

## **OTHER ISSUES**

### **Library Expansion**

Ramsey County Commissioner Huffman has asked the County Board of Commissioners to budget \$10 million for a library improvement. He has raised the idea of constructing a new library rather than an expansion of the old one because more value would be realized with a new building for the money, and the plan is to make the library into a regional facility. Plans for the old library are to use it for administration and/or lease the space. There are deed restrictions limiting the old library to a public use. Placing County employees in the building would be a legitimate use. The Lakeshore Players are looking for a new home and do have interest in potentially being part of this library redevelopment. Lakeshore Players would be responsible for their own fundraising.

Staff will report the Council's discussion to library board officials and continue to keep the Council informed on this issue.

### **Turtle Lake Homeowners Association**

The Turtle Lake Homeowners Association is circulating another survey for an up or down vote on augmentation for Turtle Lake. There is also discussion about forming a Lake Improvement District. It was noted that the lake level has risen significantly this spring with the heavy snow melt and all the rain.

### **Kozlak's Proposal**

United Properties has a purchase agreement for the Kozlak's property and will be presenting a PUD concept plan proposal to the Planning Commission for a senior cooperative (Applewood Pointe) at their next meeting. It has generated many emails to Councilmembers.

The meeting adjourned at 10:06 p.m.

**CITY OF SHOREVIEW  
MINUTES  
REGULAR CITY COUNCIL MEETING  
June 17, 2013**

**CALL TO ORDER**

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on June 17, 2013.

**PLEDGE OF ALLEGIANCE**

The meeting opened with the Pledge of Allegiance.

**ROLL CALL**

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

**APPROVAL OF AGENDA**

MOTION: by Councilmember Wickstrom, seconded by Councilmember Quigley, to approve the June 17, 2013 agenda as submitted.

VOTE:                   Ayes - 5                   Nays - 0

**PROCLAMATIONS AND RECOGNITIONS**

There were none.

**CITIZEN COMMENTS**

**Mr. Tom Kramer**, 4444 Chatsworth Street, spoke to urge the Council to investigate organized trash collection for Shoreview. It would not necessarily mean one company in a city, but it would mean one garbage truck in a neighborhood. Using Mn/DOT standards, one full garbage truck amounts to 1,000 car trips on a road. The Minnesota Pollution Control Agency (MPCA), in a 2009 report, states that trash trucks are one of the heaviest vehicles traveling local streets. It is estimated that one garbage truck causes 7.8% impact to the road. Five trucks using the same alley amounts to an impact of 85.6%. The most impact is to roads with the least vehicle use. Roseville estimates that one mile of a 7-ton street repair costs \$500,000. Streets with limited garbage truck usage last five to 10 years longer, which saves property owners \$20 to \$40 per year. With 9,000 households, this saves Roseville between \$188,000 and \$376,000 per year. Rates for homeowners decrease between 35% to 50% with organized trash collection.

Mayor Martin responded that the Environmental Quality Committee (EQC) has made this recommendation to the Council in support of organized collection. On the last community survey, when that question was put to residents, it was rejected by a two to one margin. Although she does not doubt the data presented, the consideration is about how the community feels. A new survey is being done this year, and that question will be asked again.

**Mr. Kramer** stated that it is important for residents to understand the cost savings. He offered to turn in a petition. Mayor Martin stated that a petition of 100 signatures would not be enough in a city of 27,000.

Councilmember Wickstrom agreed that residents do not understand the cost benefits. She suggested writing a factual letter to the editor as one way to educate people. Mr. Schwerm added that the EQC is very supportive and plans a speaker on this topic during their educational series next year. The question is asked on the community survey to see if attitudes have changed.

### **COUNCIL COMMENTS**

#### **Mayor Martin:**

The Concert in the Commons Series continues this Wednesday at 7:00 p.m. with “Inside Straight,” a blues band.

Shoreview has been recognized by the GreenStep City organization for its environmental sustainability efforts and will be receiving an award. Congratulations to the EQC and Jessica Schaum, Environmental Officer.

Noted the State Auditor findings in the Finance Director’s monthly report that is now available on the City’s website. A comparison of other cities the size of Shoreview shows revenue per capita, spending per capita, taxes per capita and debt. The report is extremely flattering to the City.

#### **Councilmember Johnson:**

Wednesday, from 5:00 to 6:00 p.m. is the Turtle Lake Pavilion Grand Opening.

She noted that she will be absent at the July 1, 2013 Council meeting.

#### **Councilmember Wickstrom:**

Thank you to all the Green Community volunteers for taking care of the rain garden at the fire station south of Island Lake.

Beyond the Yellow Ribbon of Ramsey County is planning a benefit concert on Sunday, June 23, 2013, at North Heights Lutheran Church from 5:00 to 6:30 p.m. to give scholarships to children of fallen soldiers. Donations will be accepted.

**CONSENT AGENDA**

MOTION: by Councilmember Withhart, seconded by Councilmember Wickstrom, to approve the Consent Agenda for June 17, 2013, and all relevant resolutions for item Nos. 1 through 13 with the exception of item Nos. 1 and 10, which were pulled for a separate vote:

2. Receipt of Committee/Commission Minutes:
  - Planning Commission, May 28, 2013
  - Bike and Trails Committee, June 16, 2013
3. Monthly Reports:
  - Administration
  - Community Development
  - Finance
  - Public Works
  - Park and Recreation
4. Verified Claims in the Amount of \$1,174,896.52
5. Purchases
6. Declaration of Intent to Bond for Project Costs
7. Approval of Fireworks Display for Slice of Shoreview
8. Change Order #1 - County Road D, CP 13-01A and Cottage Place, CP 13-01B
9. Approve Reapportionment of Assessments Combination #DB071412
11. Award of Quote - 2013 Streetlight Replacements, CP 13-05
12. Acceptance of Quote - Waterslide Stair Repairs
13. Amendment to 2013 Job Title and Wage Plan

VOTE:                   Ayes - 5                   Nays - 0

MOTION: by Councilmember Wickstrom, seconded by Councilmember Johnson, to approve the June 23, 2013 City Council Meeting Minutes as submitted.

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

MOTION: by Councilmember Withhart, seconded by Councilmember Wickstrom to approve the amendment to the planned unit development stage application submitted by Target Corporation, 3800 Lexington Avenue. Said approval is subject to the following:

**Planned Unit Development - Amendment**

1. The PUD amendment replaces the previous PUD approval from 1989, 1990 and 2000.
2. A Development Agreement shall be executed and shall include applicable provisions from the previous PUD approvals referenced in Condition No. 1 above as well as any requirements associated with this PUD amendment.
3. The applicant shall execute an agreement between Lots 1 and 2 addressing the shared driveway, access, signage and maintenance. Said agreements shall be submitted to the City

Attorney for review and approval prior to the City’s review of the Final Stage PUD plans and Final Plat.

4. Development on Lot 2 shall require an amendment to this Planned Unit Development.
5. Target agrees to work with the City on developing a landscape plan that addresses landscaping within the landscape islands where trees have died and have been removed. Said plan shall be submitted with the Final PUD application.
6. Truck traffic to Lot 1 shall be prohibited between the hours of 12:00 a.m. and 5:00 a.m. with the exception of trailer drop-offs.
7. An exception to the City’s minimum parking requirements is approved as part of this PUD. As indicated in the submittal, 765 stalls shall be provided on Lot 1 for the SuperTarget Retail store.
8. The existing freestanding sign on Lexington Avenue identifying the SuperTarget store may remain provided a sign easement is conveyed to and benefits Lot 1. It is the City’s preference that this sign be shared with the future use of Lot 2.
9. The existing condition limiting the retail hours of the SuperTarget store from 7:00 a.m. to 12:00 a.m. shall be lifted with this approval.
10. Target is released from the responsibility imposed with the 1989 PUD requiring snow removal on Red Fox Road as this road is plowed and maintained by the City of Shoreview. Target shall continue to be responsible for the removal of snow on the South Access Road until such time the City takes over snow plowing on said road.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated commercial land use in the Comprehensive Plan.
2. The proposed use is consistent with the underlying C1, Retail Service zoning of the PUD.
3. The amended PUD benefits the City, as the Outlot A will be conveyed to the City for storm water ponding associated with the Red Fox Road construction project.

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

**PUBLIC HEARING - NPDES ANNUAL REPORT**

City Attorney Kelly stated that he has reviewed the affidavit of notice for the public hearing which is in order at this time.

**Presentation by Public Works Director Mark Maloney**

No comments have been received from the public on the draft report. This report is required annually by the Minnesota Pollution Control Agency (MPCA) for the City’s permit to own and operate a storm water collection system. This reporting process began in 2003, when six minimum control measures were required all of which the City is in compliance with:

- Public education and outreach through articles in the ShoreViews, EQC Speaker Series, City website and Access TV;
- Public participation/involvement through the Green Community Award program;

- Illicit discharge, detection and elimination;
- Construction site runoff control that is regularly enforced by the City;
- Post-construction site runoff control, such as the storm water infiltration system for the Floral/Demar neighborhood and the sand filter on Wabasso and Ernal Drive; and prohibition of coal tar based sealers;
- Pollution prevention/good housekeeping.

Councilmember Withhart asked for examples of noncompliance of illicit discharge. Mr. Maloney stated that pouring material down a catch basin, storage of salt on private property that is not properly contained and covered in summer will wash off into the sewer system. Pollution prevention is addressed with good inspection and maintenance schedules and GPS records.

The draft report is submitted, and staff recommends the public hearing.

Mayor Martin opened the public hearing at 7:24 p.m. There were no comments or questions from the public.

MOTION: by Councilmember Quigley, seconded by Councilmember Wickstrom to close the public hearing at 7:24 p.m.

VOTE: Ayes - 5 Nays - 0

Councilmember Withhart stated that it is his hope that the permitting process is not just paperwork but provides helpful suggestions to the City. The City tries to be innovative with this process. Mr. Maloney responded that the requirements stipulated in 2003 found Shoreview to be well positioned regarding storm water issues.

Mayor Martin expressed concern that with all the measures taken, and then there is a 100-year event. Her question is if there is enough good with preventative measures to undo the damage done by these storms. Mr. Maloney stated that the process is a balancing act between cost and the types of storm experienced. A certain level of protection is required. To protect the City at a higher level from heavy storms is a cost issue.

MOTION: by Councilmember Quigley, seconded by Councilmember Johnson to direct the Public Works Director to submit the final MS4 Annual Report for 2012 to the Minnesota Pollution Control Agency reflecting the receipt of any comments from the Public Hearing held on June 17, 2013.

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

**GENERAL BUSINESS**

**AWARD OF BID - 2013 STREET SEAL COAT, CP 13-04**

**Presentation by Public Works Director Mark Maloney**

The City is divided into seven zones for annual seal coating street repair. This year, work will be done in Zone 6. Two competitive bids were received for the contract from Allied Blacktop Co. and Pearson Brothers, Inc. The low bid was received from Allied Blacktop Co. in the amount of \$233,974.00. Both companies are very familiar with City standards and specifications. Staff recommends acceptance of the bid received by Allied Blacktop Co.

Councilmember Withhart asked if the construction on Victoria Street impacts this work. Mr. Maloney stated that Allied plans to start the work immediately by the end of June. If seal coating were done later in the summer, there would be a conflict.

Councilmember Quigley noted that the seal coating schedule has decreased street complaints and is an example of long-range preventative planning done by the City.

Councilmember Withhart asked if residents would be notified when the work is to be done. Mr. Maloney stated that the timing of communication to residents is a balance of advance notice and meaningful notice. Rainy days cannot be predicted. When the schedule is known, residents are notified and signs are placed in boulevards.

MOTION: by Councilmember Johnson, seconded by Councilmember Withhart to approve Resolution No. 13-52 accepting the bid from Allied Blacktop Company for the 2013 Street Seal Coating, City Project 13-04, and authorizes the Mayor and City Manager to execute a construction contract in the amount of \$233,974.00.

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

**AWARD OF BID - 2013 STREET REHABILITATION PROJECT, CP13-02 AND GASTON/GROVE/ST. ALBANS WATER MAIN EXTENSION, CP 13-03**

**Presentation by Public Works Director Mark Maloney**

This is a full depth reclamation street project with water main extension for Gaston/Grove and St. Albans and parking lot improvements at Wilson and McCullough Parks. The City Council approved plans and specifications at its May 20, 2013 Council meeting. Five bids were received. The low bidder is North Valley, Inc. in the amount of \$3,331,357.44, which is just 2% over the Engineer's Estimate of \$3,255,000.00. The late start on the construction season due to weather and the many rainy days has contributed to higher bid prices.

Funding sources for this project are listed below:

Street:	Bonding	\$2,500,000
	MSA Funds	\$ 700,000

Wilson & McCullough Parks:	GFA Revolving Fund	\$ 281,000
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## Water Main Extension:

Assessments/Bonding	\$ 98,000
Water Fund	\$ 9,000

Total: \$3,588,000

North Valley, Inc. works well with the City and did a similar project for the City in 2006, with great success.

MOTION: by Councilmember Withhart, seconded by Councilmember Wickstrom to adopt Resolution No. 13-56 accepting the low bid from North Valley, Inc. for the 2013 Street Rehabilitation and Gaston, Grove, St. Albans Watermain Extension, City Projects 13-02 and 13-03 and authorize the Mayor and City Manager to execute a construction contract in the amount of \$3,331,357.44.

## Discussion:

Councilmember Withhart noted the special assessments are only for those who are receiving the water main extension, which is partially offset by the Water Fund. The street reconstruction is not assessed. It is remarkable that City policy with financial foresight and planning budgets these funds ahead of projects. Very few cities are in this position.

Councilmember Wickstrom stated that it is important to do as much maintenance of streets as possible. Maintenance is cheaper and saves money in the long run. The park parking area improvements will take care of handicap access at those parks.

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

**AMENDMENT TO EXHIBIT B, ADMINISTRATIVE FEE SCHEDULE AND SECTION 714, RENTAL LICENSING**

**Presentation by City Planner Kathleen Nordine**

As a result of discussions with the Economic Development Authority (EDA), staff has reviewed the existing rental licensing program. The text amendment proposed would first amend Section 714.040© to require that the license holder or designated rental agent be present at any inspection of the property and assist with enforcement efforts when corrections are required. Also, a Crime Free/Drug Free Lease Addendum would be added to Section 714.040(G) for multi-family license holders to participate in the Ramsey County Crime Prevention Program. This crime free language would be included in all leases and apply to all rental licenses.

In response to a comment received from Lisa Pelan, Minnesota Multi Housing Association, staff did revise the ordinance slightly, which was distributed at this meeting.

The second part of the amendment is to amend administrative fees, which are proposed as follows:

Late Application Fee for License Renewal:	\$75.00
Delinquent Municipal Utility Bill at time of License Renewal	\$75.00
Reinspection Fee	\$50.00
License Transfer Fee	\$30.00

Due to the amount of staff time involved in renewals, a late fee is being added to the fee schedule.

**MOTION:** by Councilmember Withhart, seconded by Councilmember Wickstrom, to adopt Ordinance #910 amending Section 714, Rental Licensing, related to inspections and license renewal applications and Exhibit B, Administrative Fee Schedule adopting a reinspection fee, license transfer fee and penalty fees in reference to the revised Ordinance Amendment with language and authorization for publication of an ordinance summary.

Discussion:

Councilmember Withhart noted that rental units are applying for building permits at the same rate as owner-occupied homes. Overall, rental properties are being well maintained.

**Ms. Lisa Pelan**, Minnesota Multi Housing Association, stated that the Association is a non-profit organization of 2100 members who work toward equality in rental housing. The Association works to partner with cities. She leads over 100 educational classes per year. A brochure has been published, *Fundamentals of Rental Property Management*. She thanked Shoreview for making the proposed changes.

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

### **ADJOURNMENT**

**MOTION:** by Councilmember Withhart, seconded by Councilmember Johnson, to adjourn the meeting at 8:05 p.m.

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

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2013.

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Terry Schwerm  
City Manager

# SHOREVIEW ECONOMIC DEVELOPMENT COMMISSION

## Meeting Minutes

May 21, 2013

### ROLL CALL

Vice Chair Sue Denkinger called the meeting to order at 7:31 a.m. with the following members present: Jim Gardner, Dave Lukowitz, Gene Marsh, and Jeff Washburn. Members Dave Kroona, Ben Stephens, Jonathan Weinhagen and Josh Wing had excused absences.

Assistant City Manager/Community Development Director Tom Simonson and Assistant to City Manager Tessia Melvin were also in attendance.

### ACCEPTANCE OF AGENDA

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

**Vote: 5 AYES      0 NAYS**

### APPROVAL OF MINUTES

Commissioner Lukowitz, seconded by Commissioner Marsh, moved to approve the minutes of April 16, 2013, as written.

**Vote: 5 AYES      0 NAYS**

### INFORMATION EXCHANGE

Simonson reminded the Commission of the Business Exchange to be co-hosted with the City Council on Thursday, June 6<sup>th</sup> from 5-7 p.m. at the Hilton Garden Inn. Invitations to the networking social have been mailed to all local businesses and personalized invitations from the Mayor will be sent to BRE businesses. A press release has been sent to local media and the website has been updated.

Commissioner Washburn added that he believes the attendance has improved significantly since they moved it to the Hilton Garden Inn and changed the time to 5 – 7 p.m.

### GENERAL BUSINESS

#### Council Actions

Simonson reported that the City Council approved the Preliminary Plat and Site and building plan review applications for St. Odilia Catholic Community for the development of a prayer garden, columbarium and cemetery. These new facilities will be located on the west side of the St. Odilia campus. They also authorized the Joint Powers Agreement with the City of North Oaks for the residential development Charley Lake Preserve water connection. The agreement is for the City's water

supply to serve a residential subdivision in North Oaks for 63 single family lots located along Hodgson Road north of Chippewa Middle School. The City has a long-established policy on charging a premium for water services served in adjacent communities.

Simonson also reported that Allied Generators is a new business moving to Shoreview. Currently in Oakdale, they need more space and have recently purchased the building from Weber Electric company just east of Deluxe Corporation on Shoreview Park Road. Allied Generators is seeking approval of a small building addition as part of their relocation.

### **Review EDC Work Plan and Mission**

Simonson presented updated drafts of the EDC Work Plan and Mission/Vision statements. They read as follows:

#### **Vision:**

Our economic vision for Shoreview is that of a healthy, thriving, high quality community. We recognize our businesses are the cornerstone to the economic vitality which fosters community progress, livability, and overall quality of life. To achieve our vision, we will work for on behalf of the City to maintain Shoreview's reputation as a highly desirable place to do business and by building on the strong and supportive environment that promotes and facilitates business growth and expansion. We will strive to maximize the community's strategic location and many assets and amenities as a valuable resource, including a well-educated workforce. We will proactively retain our key landmark and emerging businesses, and target new companies that offer good employment to prospects and services to the community.

Commissioner Washburn added that he would like to add "work to" the last sentence after proactively.

#### **Mission:**

The mission of the Shoreview Economic Development Commission is to support the City Council to retain, expand and recruit diversified business development which provides varied and broad job opportunities for the purpose of maintaining the community's high quality of life, serving through these core roles:

- Building strong and effective relationships with the local business community
- Retaining key landmark and emerging businesses through proactive support
- Providing a valuable communication link between the business community and City
- Serving as an advocate for the business community in participating in City policy and program development as an advisory group to the City Council
- Educating the business community on City policies, goals, and values
- Facilitating networking opportunities for local businesses through the Shoreview Business Exchange and other sponsored events

- Providing resources and service to assist and support the local business community through the City's website and other forms of communication
- Working with the City council and Economic Development Authority in developing and implementing long-range strategic planning for business growth, economic development and redevelopment

Commissioner Washburn suggested that we add “a strong tax base and” to the first bullet point and delete “strong and.”

Commissioner Marsh, seconded by Commissioner Washburn, moved to approve the Mission and Vision for the EDC, with minor changes.

**Vote: 5 AYES 0 NAYS**

Simonson presented the 2013-2014 EDC Work Plan to the Commission. He commented that the following changes were made based on the prior discussion and direction of the Commission:

- Add agenda items to both the EDA and EDC to communicate work of each group to the other.
- Conduct at least one special workshop/informational meeting with the EDA annually
- Gather and review pertinent regional and demographic information and other factors/trends that impact business, employers/employees, and our residents as they relate to the sustaining a strong local economy and overall quality of life. Factors would include business locating, housing, school and workforce.

Simonson proposed that the EDC bring the Mission/Vision statements and adopted EDC Work Plan to a joint meeting with the Council for their review and endorsement.

Commissioner Marsh, seconded by Commissioner Lukowitz, moved to approve the 2013-2014 EDC Work Plan as outlined.

**Vote: 5 AYES 0 NAYS**

## **PROJECT AND DEVELOPMENT UPDATES**

### **Economic Gardening Initiative**

Simonson reported on the Economic Gardening project that Ramsey County has developed along with four other metro area counties. The project was originally established by the Edward Lowe Foundation and its purpose is to assist and support small and mid-sized businesses by providing resources for growth and job creation. The program targets “second stage” businesses with growth potential with the goal of retaining them in Ramsey County. The program provides the tools and technical assistance so small businesses can grow and prosper. Staff is recommending that the EDC support sending out information to approximately 10-12 Shoreview emerging businesses identified in the BRE program. At that point the business can decide to complete an application for possible selection into the program.

Commissioner Washburn suggested that the City ask a representative from either the group or Ramsey County staff to help provide information to the Commission at an upcoming meeting.

## **Developments**

Simonson also provided a brief update on development projects:

**Lakeview Terrace Apartments.** The City awarded the contracts to initiate the public improvements for the redevelopment of Midland Plaza. The retail center has been completely torn down in preparation for the construction of the Lakeview Terrace apartments.

**PaR Systems.** PaR Systems is now occupying the new 48,000 square foot facility. Exterior finishing work including landscaping will be completed soon. This construction was necessary for their workload, which includes providing robotic cranes to assist with clean-up of the Fukushima nuclear power plant in Japan. PaR Systems indicated they would like to provide a tour of the new facility to City officials at a later date.

**TSI Incorporated.** TSI has nearly completed their 58,000 square feet addition to their existing facility. TSI has a set target date of completion by June 1.

**Red Fox Retail/Trader Joe's.** The structural framing is complete and exterior block walls are nearing completing. The developer expects to complete the building by the end of June and turn the store over to Trader Joe's. Trader Joe's will then take about 120 days to stock and prepare the interior of the store.

**Red Fox Road Project.** Simonson reported the City has successfully completed negotiations with Target Corporation for land transfers and easement revisions for the reconstruction and improvements to Red Fox Road. Target will be re-platting their property in order to create a new commercial lot at the southwest corner of the site that would allow for a retail use such as a restaurant. The property is currently used for auxiliary parking for Super Target. With the road project, the City will be taking ownership and enhancing the storm water pond on the Target property. The road project was approved by City Council and will begin soon.

**Mead Metals.** Simonson reported that staff has recently been in talks with Mead Metals on expansion options. They are in need of additional square footage in the near future

**United Properties.** Simonson reported that United Properties has held an informational meeting with residents regarding the potential senior housing cooperative development on the Kozlak's restaurant property. Neighbors contacting staff have expressed concerns about height of structure, traffic, impact on the single family homes, property values and the need for another senior housing development. No formal application has been submitted, but is expected soon.

## **ADJOURNMENT**

Commissioner Marsh, seconded by Commissioner Gardner, moved to adjourn the meeting at 8:36 a.m.

**Vote: 5 AYES      0 NAYS**

**PARKS AND RECREATION COMMISSION  
MINUTES  
MAY 23, 2013**

**CALL TO ORDER**

Parks and Recreation Commission Chair Desaree Crane called the May 23, 2013 meeting of the Parks and Recreation Commission to order at 7:01 pm.

**ROLL CALL**

Members present: Desaree Crane, Chair; Athrea Hedrick, Carol Jauch, Linda Larson, Kent Peterson, Tom Lemke

Members absent: Charlie Oltman, Catherine Jo Healy

Others present: Terry Schwerm, City Manager

Commission members welcomed newest member Tom Lemke to the Commission and introduced themselves. Schwerm noted that he had received an email from Megan Frye resigning from the Commission due to her upcoming move.

**APPROVAL OF MINUTES**

Peterson moved, seconded by Hedrick, approval of the April 24, 2013 minutes. Motion was unanimously adopted.

**REVIEW OF PARKS AND RECREATION SUMMER EVENTS**

Schwerm reported on the following events:

- Farmers Market – will begin on Tuesday, June 11<sup>th</sup> and run through mid-October. The location has been moved to the back (northerly) part of the lower parking lot to allow the market to take advantage of the pavilion. Each week has a theme.
- Concert Series – the Concert in the Commons Summer Music Series will begin on Wednesday, June 12<sup>th</sup> and run every Wednesday (except July 3<sup>rd</sup>) through mid-August. There is a good mix of returning groups and new acts this year.
- Friday Night Flix – movies will begin in August and there will be four movie nights extending into mid-September. The staff decided to try something new by including September dates.

- Slice of Shore – The City’s major summer event will be at Island Lake County Park from July 26-28. The Dock Dogs are returning this year.

### **REVIEW OF RFP FOR COMMUNITY CENTER EXPANSION**

Schwerm reviewed a draft RFP for the planned Community Center expansion. He explained that the RFP is seeking an architectural firm to assist in developing some concept plans and cost estimates for the expansion/renovation of the Community Center. Some of the key areas/functions that staff believes need to be looked at for potential expansion include:

- Fitness center
- Indoor playground
- Multi-purpose rooms
- Family changing rooms
- Banquet room
- Outdoor wading pool

The Commission discussed the RFP and planned expansion project. Tom Lemke identified a need for some of the City’s non-profit groups such as the Historical Society and Northern Lights Variety Band for space. Schwerm indicated that their need has been there for awhile. Generally, this RFP is focused on improvements that would either enhance current facilities for our current members or have the ability to increase revenues. Carol Jauch asked that the architect also look at existing space in the building to determine if it could be repurposed to meet some of these needs.

### **STAFF REPORTS**

Schwerm reported on the following:

- Bucher Park – Odesa II, the contractor responsible for the park renovation, had just started this week on the project. The rainy weather delayed the contractor’s start date and they were hoping for some drier weather.
- Franchise Fees – indicated that the City Council would be considering the implementation of franchise fees on the City’s electric and gas franchises at their first meeting in June. The franchise fees, which would be a flat rate per household, are anticipated to produce about \$800,000 per year in revenue. The Council would like to create a Community Investment Fund with this new revenue source and would establish guidelines about the types of projects that would be eligible for funding. The types of projects that could be funded from this revenue source would include Community Center improvements, park upgrades, and trail extensions. The Commission briefly discussed franchise fees. Peterson commented that he liked that it would be used to create a Community Investment Fund that could be used now and into the future.

- Monthly Report – Schwerm noted that the Community Center is having a record year financially. He indicated that the extended winter and wet spring has kept daily admissions very high and that rental income has also increased.

#### **COMMISSION REPORTS**

None

#### **ADJOURNMENT**

There being no further business before the Commission, Peterson moved, seconded by Jauch, that the meeting be adjourned at 8:45 pm.

**SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY  
MEETING MINUTES  
June 17, 2013**

**CALL TO ORDER**

President Ben Withhart called the meeting to order on June 17, 2013, at 5:03 p.m.

**ROLL CALL**

The following members were present: Ben Withhart, Emily Johnson, Gene Marsh and Terry Quigley.

Board Member Sue Denkinger was absent.

Also Present:

Tom Simonson, Assistant City Manager/Community Development Director  
Kirstin Barsness, Barsness Consulting Services

**APPROVAL OF AGENDA**

The agenda was accepted as submitted with no changes.

**APPROVAL OF MINUTES**

**MOTION:** by Marsh, seconded by Johnson, to approve the May 13, 2013 meeting minutes as submitted.

**VOTE:**                      Ayes - 4                      Nays - 0

**FINANCES AND BUDGET**

Simonson reported that the Finance Department has provided a summary of EDA balance sheets for 2012, which are listed as EDA and HRA. Budget projections are on target for 2012 and 2013. It was noted that the second draw in the amount of \$150,000 for the Home Loan Program has been given to the Housing Resource Center (HRC). The City is increasing the marketing of the loan program in light of the program expansion, as well as the services provided by the HRC to our residents at no cost.

**MOTION:** by Quigley, seconded by Marsh, to approve the 2012 and 2013 Financial Reports as submitted.

**VOTE:**                      Ayes - 4                      Nays - 0

**MOTION:** by Quigley, seconded by Johnson, to approve the submitted claims and purchases:

1.	Community Reinvestment Fund (12 Loans - Monthly Service Fees) (Date Paid: 5/17/13)	\$72.00	Fund 307
2.	Green Mill (EDA Dinner) (May Meeting) (Date Paid: 5/16/13)	\$125.16	Fund 240
3.	Kirstin Barsness (EDA March/April Consulting) (Date Paid: 5/6/13)	\$918.75	Fund 240
4.	Deanne Allen (EDA Minutes 4/8/13) (Date Paid: 5/6/13)	\$200.00	Fund 240
5.	Kirstin Barsness (EDA April Consulting) (Date Paid: 5/16/13)	\$831.25	Fund 240

**VOTE:**                      Ayes - 4                      Nays - 0

**GENERAL BUSINESS**

**Update on Hoarding/Garbage Response Plan**

Simonson reported that a workshop on hoarding to be hosted by Shoreview has been tentatively scheduled for July 11, 2013. Janet Yeats, Minnesota Hoarding Project, is developing a training session that focuses on a team approach among cities and public agencies. Cities in Ramsey County, the Ramsey County Sheriff’s Department, Lake Johanna Fire Department, Allina and Ramsey County Public Health Services, Northwest Youth and Family Services have been invited. The fee for the training session is \$500 to be paid by Shoreview. Staff believes it would be more beneficial to have a presentation from experts than for staff to try to develop a program. It is hoped that there will be interest in collaborative efforts with other cities to contract for services from social services and mental health counseling services.

Quigley asked who would take responsibility for establishing a process.

Simonson stated that each agency has its own guidelines and set of rules on how they would enforce cases. The City is not looking at coordinating hoarding cases but rather develop a process that involves the many agencies needed to not only gain compliance but provide the on-going counseling services required to assist the homeowner. Right now most agencies enforce their area of responsibility and once the portion of the problem that relates to them is sufficiently addressed, that agency is no longer involved. Simonson added that hoarding is a multi-layered problem and collaboration among agencies and cities would help to address the problem.

Withhart agreed and stated that rather than dealing with individual cases, it would be better to develop a coordinated response and develop best practices guidelines on how to address this problem.

It was the consensus of the EDA for staff to proceed with developing a workshop for area cities and see what develops from that point on potential collaboration and cooperative agreements for services.

## **Discussion of Potential Legislative Action Seeking TIF District Extension**

Simonson noted that the exploration of a tax increment district extension was adopted as an action from the most recent Council goal-setting and supported by the EDA in their work plan. Staff wanted to review the matter and outline the general process that would be followed to reaffirm the EDA's interest in pursuing this action.

Simonson stated that TIF District No. 1 expires in 2014. Some cities, such as Oakdale, have been successful in extending TIF Districts through special legislation, when there is a specific plan to justify the extension. In meeting with attorneys from the law firm Larkin and Hoffman, staff became clearly aware that the efforts in seeking an extension could be a lengthy and costly process. A specific plan must be developed. TIF District No. 1 was originally established for the Deluxe Campus Master Plan. At this time, Deluxe has no plans for further expansion or to sell off any portion of property. TIF District No. 1 has generated a significant amount of tax increment dollars. Once obligations were paid to Deluxe and the bonds used for the Community Center expansion, excess funds have been used for other projects, such as Trader Joe's and Red Fox Road improvements. This TIF District has the most financial flexibility because it was established prior to 1990, and not subject to current rules. If the District can be extended, the pre-1990 rules would continue to apply. The length of extension would depend on project need. Redevelopment of the Shoreview Mall into a Shoreview Town Center is a long-range plan of the City that has regional support with the Metropolitan Council. The extension could generate from \$1 million to \$1.5 million per year.

Withhart asked the cost to proceed with obtaining an extension. Simonson stated that there is a \$1,000 retainer fee and up to \$460/hour after that. The cost is paying for the foundation work prior to the legislative session and the lobbying effort on behalf of the City. The City would talk to legislative representatives and find out the specifics of Oakdale's success in obtaining an extension. The TIF District No. 1 fund balance can be used to pay for this effort. Timing is tight to be ready for the short February legislative session. There is a window of one year after the District expires, when an extension can be requested. If necessary, another effort can be made in 2015. The legal counsel suggested going for the bill in the 2014 session, and if unsuccessful in passage, at least lay the groundwork for going back the following year.

Quigley requested details of staff's recommendation and more information on the bill Oakdale paid for its extension at the next EDA meeting. He noted that Deluxe has new management, and he would not be surprised if there is an addition on the Deluxe site.

Withhart asked if Deluxe would be assured of TIF District No. 1 financing, if they were to expand. Simonson responded that any Deluxe addition would be considered a new project. The fund balance in TIF District No. 1 is the City's balance.

Simonson said that action in support of the concept would be enough to comeback with a more developed schedule and action plan along with some additional cost estimates on the process.

**MOTION:** by Johnson, seconded by Marsh, to recommend that staff pursue a legislative extension for TIF District No. 1, which expires in 2014.

**VOTE:**

Ayes - 4

Nays - 0

**Review Purchase Agreement Terms for Richard McGuire Property at 3339 Victoria Street**

Simonson announced that as of earlier today, Mr. McGuire has finally signed a purchase agreement with the City for a price of \$210,895. The appraised value earlier this year was \$150,000, which Mr. McGuire accepted without undertaking his own appraisal as allowed by condemnation rules. Simonson said the proposed purchase price is considerably higher than the appraised value but noted that property values are rising again and any condemnation acquisition will require the City provide relocation. Simonson said in consulting with the City Attorney's office, additional legal expenses and favorable relocation award to Mr. McGuire could push the cost of the condemnation close to if not higher than the agreed upon price.

Simonson proceeded to review the key terms of the tentative agreement. Mr. McGuire is seeking \$50,000 up front to pay for 20% down on another property, cover moving expense and the first two monthly payments require on the new property which would be purchased as a contract for deed. The City will need assurance he will not back out of the agreement once an up-front sum is paid, and staff is working with the City Attorney. The closing date is scheduled for September 30, 2013.

Since 2003 or 2004, Mr. McGuire has complied with a Confession of Judgment making regular payments on schedule to Ramsey County for City assessments. He will be required to pay remaining back taxes to the County. Upon execution of the agreement by the City Council, the City will notify Ramsey County of a waiver for the remainder of the judgment, which would be \$8,000. The City has also agreed to waive existing utility charges that have been assessed. Mr. McGuire plans to salvage anything he can from the property. The City is not liable for any injury. If doors and windows are removed, the property must be secured.

Staff also recently confirmed the City still has a grant from Ramsey County in the amount of \$139,000 to assist with the purchase of this property. With this grant is an obligation to redevelop with an affordable housing component. The City would utilize tax increment funds to cover the remainder of the purchase and clean-up of the property. There is an opportunity to create at least two or three residential lots, and staff will be seeking non-profit developers interested in working with the City and neighborhood on a development plan.

There was strong support expressed by EDA Board Members to complete an amicable negotiation that serves both the property owner's and community's interests and acceptance of the terms. The Board offered congratulations to Mr. Simonson for securing a deal and the patience in working with the property owner.

**MOTION:** by Marsh, seconded by Johnson, to accept the terms of the proposed purchase agreement signed by Mr. Richard McGuire, subject to the City Attorney's review and any necessary revisions.

Discussion:

Quigley expressed concern about future finagling and negotiating by Mr. McGuire. Mr. Simonson stated that he believes Mr. McGuire understands that his signature on the purchase agreement is binding once the City formally approves and he also realizes through purchase or condemnation there soon will be an end to the process.

Johnson stated her concern about Mr. McGuire's continued presence on the property. Simonson responded that the City probably is limited in preventing him from sleeping in his van and salvaging what he can from the property. The house structure has been deemed uninhabitable for overnight and extending living. Mr. McGuire has assured the City and Sheriff's he is not residing overnight on the property.

**VOTE:**                      Ayes - 4                      Nays - 0

## **UPDATES AND REPORTS**

### **Economic Development Commission (EDC)**

Simonson invited EDA members to an EDC meeting the following day, June 18, 2013, as they will be discussing the new initiative Economic Gardening with County Commissioner Blake Huffman and Mary Lou Eagan, from the County Community and Economic Development Department. Information on economic gardening has been sent to 13 area businesses believed to be a good match for the program. Applications from businesses for available assistance and support to promote growth must be submitted by July 15, 2013.

At the last EDC meeting, a new Vision and Mission Statement with a work plan was approved. It will be reviewed with the City Council. The focus is on BRE--Business Retention and Expansion. The EDC would also like more information on housing goals and issues.

Marsh stated that the EDC is the City's sales force meeting with area businesses, but they would like more clarity about their role.

Quigley stated that the way for the EDC to get good traction with their mission and vision is to focus on the BRE and to bring back business concerns and issues to the City. Simonson stated that some have asked whether the EDC should continue given the EDA has been established, but he believes the EDA is not equipped to handle the BRE program given their broader mission of both housing and economic development.

Simonson noted that the EDC had suggested in development of their new work plan more regular communications between the EDA and EDC and it was asked that both groups include a placeholder on their monthly agendas for updates. The EDC has also suggested at least 2 joint meetings annually to discuss economic development and business growth goals.

### **Message Center Signs**

Simonson announced a special message center sign symposium to be held this week for the Planning Commission, with invitations to both the Council and EDC.

Quigley asked how Planning Commission concerns about message center signs might be alleviated. Simonson responded that there is some legitimate concern about proximity of message center signs to residential neighborhoods, which needs to be more strictly regulated. However, he believes the City should not have regulations which extend to actual messages and content that may not work for businesses and would only bring on more temporary signs. Simonson noted that there appears to be general agreement that

### **Lakeview Terrace**

Road improvements for this project are well underway. Once the temporary road and signals are in, construction will begin. A building permit is close to being issued. Project completion is anticipated for the summer of 2014.

### **ADJOURNMENT**

**MOTION:** by Johnson, seconded by Marsh to adjourn the meeting at 6:18 p.m.

**VOTE:**                   Ayes - 4                   Nays - 0

**Minutes**  
**ENVIRONMENTAL QUALITY COMMITTEE**  
**June 24, 2013 7:00 PM**

**1. CALL TO ORDER**

The meeting was called to order at approximately 7:10pm.

**2. ROLL CALL**

Members present: Tim Pratt, Susan Rengstorf, Katrina Edenfeld, John Suzakida, Scott Halstead, Lisa Shaffer-Schreiber

Members absent: Len Ferrington, Dan Westerman, Mike Prouty

Staff present: Jessica Schaum

**3. APPROVAL OF AGENDA**

The agenda was approved with no changes.

**4. APPROVAL OF MEETING MINUTES**

The April 22, 2013 meeting minutes were approved with no changes. The Committee did not reach a quorum at the May 20<sup>th</sup> meeting.

**5. BUSINESS**

- a. Several residents were in the audience, the Chair asked if anyone would like to address the Committee. Tom Kramer expressed his interest in organized trash hauling and cited concerns over the wording of questions contained in the Shoreview resident survey regarding organized trash. Mr. Kramer did not feel that the questions properly spelled out the benefits residents would receive, so the responses may be skewed. The EQC members agreed. Mr. Kramer has spoken to the City Council and will continue to do so on this subject, as well as start his own media campaign with letters to the editor. The survey questions have already been finalized and approved by the City Council so no changes can be made.

The Committee informed Mr. Kramer that organized trash collection is a longterm EQC goal for the City, but that until the residential survey shows support, the Committee understands that the City Council will not take action.

- b. Another resident, Alex Schmidt addressed the Committee regarding the use of Copper Sulfate in Snail Lake. She noticed signs up around the Lake saying treatment was done by a private company and the permit was approved by the Minnesota Department of Natural Resources. Ms. Schmidt indicated that internet research revealed studies showing detrimental impacts to ecosystems and even human health and wished the Committee could look into limiting this type of spraying or lake application.

The Committee expressed that the EQC is an advisory body to the City Council and a permit approved by the MN Department of Natural Resources is beyond the scope and outside of our jurisdiction as a City Committee. Ms. Schmidt and others in the audience questioned if members were even concerned with this item and what actions the Committee would take. The Committee again expressed that all this body could do is ask for more information about the product and its potential impacts. Jessica will seek someone from the DNR to discuss these issues at a future EQC meeting.

**A. Guest – Jim Graupmann, Production Division Manager, St. Paul Water Utilities**

- a. Jim Graupmann provided an overview of St. Paul's water system and their different residential customers in the metro area. The Committee asked questions regarding supply of surface water from the Mississippi River being more or less sustainable than

Shoreview’s well water system. Jim stated that for all of the water they are taking out of the Mississippi, it only accounts to 1% of the flow. Jim discussed the treatment process and chemicals used to treat surface water, and indicated their system has excess capacity at this time due to water demand being down.

B. City Council Workshop Review

- a. The Committee reviewed the Council’s feedback from the May 13<sup>th</sup> workshop on the goals. The Committee hopes to continue meeting with the Council annually to discuss their work program, goals, and upcoming issues.

C. 2013-2014 Workplan Review

- a. Suggestions and additions were made to the draft Workplan created by Tim, Jessica will re-send to members with the updates. Final review will take place in July. The Committee decided to tackle the new issues from the goal setting exercise this spring during the upcoming months with fewer items.

D. Stormwater Management: Joint Planning Commission/EQC Meeting

- a. Wednesday, July 16<sup>th</sup> 6:00PM Council Chambers – Mark Maloney will be discussing stormwater management and how the City interprets rules and applies them to development or redevelopment. The Planning Commission asked for more information and the EQC is invited to participate and learn about the process as well.

E. Green Community Awards – 6 applicants for review

- a. The program received 3 water quality awards and 3 in the energy category, with one business submittal. Members split up the 6 awards to reach out to applicants to thank, set up a tour (if willing), and to take a photo for the City Council award presentation in the fall.

F. Slice of Shoreview July 26-28 at Island Lake County Park

- a. Sign up sheet was sent around for staffing the EQC booth. Schedule so far:

<b>Friday, July 26</b> <b>4-8</b>	<b>Saturday, July 27</b> <b>11-8</b>	<b>Sunday, July 30</b> <b>11-4</b>
Lisa	Sue 3-8	Tim
John	Scott 10-3	Sue 11:30-4

- b. Jessica shared that the Minnesota Department of Agriculture will be sharing a booth with the EQC during busy times and will provide handouts and materials on Emerald Ash Borer and other invasive species. Jessica will check with Ramsey County to see if the recycling prize wheel is available.

G. Newsletter Topics

- a. Small newsletter (12 pages), estimated delivery is Mid-Sept.
  - i. Article deadline August 1<sup>st</sup>. Katrina volunteered to write a leaf pick up article or adapt previous articles for this newsletter.

H. Public Works Update

- a. Clean up day statistics – The Spring Clean Up day on May 18<sup>th</sup> was successful with 674 vehicles from Shoreview and Arden Hills residents utilizing the service. Approximately 43 tons of trash and 10 tons of construction and demolition debris were collected, with many other items being recycled properly (143 appliances, 8 tons of electronics). Useable household and furniture items in good condition were donated to the Salvation Army. Many residents also used Ramsey County’s Household Hazardous Waste drop off site the same day to dispose of items like paint, fertilizers, or fluorescent light bulbs.

- b. Forestry intern and ash injection program - The Forestry intern has started and his main task is managing the City's pilot Emerald Ash Borer treatment program. Over 185 trees are already "on the list" to take advantage of the insecticide treatment at a reduced cost.
- c. Volunteer rain gardens and buffer – Jessica shared that numerous volunteers have been busy maintaining both the Commons Pond Buffer area and the fire station rain garden. The Ramsey Washington Metro Watershed District has also nominated the City of Shoreview for the Commons Pond Buffer native plantings that are completely maintained by volunteers for their Landscape Ecology Awards Program (LEAP). Jessica will submit the formal application and photos for the Watershed to judge.

I. Other

- a. Next regular meeting - July 22
- b. Joint Planning Commission/EQC Stormwater Management meeting July 16<sup>th</sup> 6:00PM  
Council Chambers

J. Adjournment

- a. The Committee adjourned at approximately 9:30pm.

## MOTION SHEET

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

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

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

Date	Description	Amount
06/18/13	Accounts payable	\$306,110.43
06/20/13	Accounts payable	\$43,650.75
06/25/13	Accounts payable	\$654,863.54
06/27/13	Accounts payable	\$265,131.89
07/01/13	Accounts payable	\$668,457.91
<b>Sub-total Accounts Payable</b>		<b>\$ 1,938,214.52</b>
06/28/13	Payroll 125524 to 125591 962499 to 962723	\$185,292.70
<b>Sub-total Payroll</b>		
<b>TOTAL</b>		<b>\$ 2,123,507.22</b>

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Withhart		
Martin		

07/01/13

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
4IMPRINT	FM TABLECLOTH	225	43590	2174		001		\$219.58	\$219.58
AMAZON.COM	BOOK FOR GFOA CONFERENCE	101	40500	4350				\$21.83	\$21.83
ANCOM COMMUNICATIONS	SUMMER DISCOVERY RADIOS	225	43535	2170		002		\$754.50	\$1,509.00
		220	43800	2180		002		\$754.50	
ANDRESEN, GARY	FM ENTERTAINMENT ON 6/11/13	225	43590	3174		001		\$400.00	
ARNT CONSTRUCTION CO INC	CO RD D, COTTAGE PL CP13-01A,B PYMNT #1	573	47000	5900				\$148,558.63	\$149,318.63
		574	47000	5900				\$760.00	
BAILEY, FRED	FARMERS MARKET ENTERTAINMENT 7/30/13	225	43590	3174		001		\$525.00	
CKC GOOD FOOD	SUMMER DISCOVERY LUNCHES	225	43535	3190		002		\$1,674.47	\$1,674.47
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$379.88	\$379.88
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$446.88	\$446.88
COMCAST	COMPLEX STAFF INTERNET SERVICES: MAY	230	40900	3190		002		\$79.46	\$79.46
COMCAST.COM	MODEM 2 INTERNET CHARGE	230	40900	3190		002		\$127.40	\$127.40
COMCAST.COM	COMPLEX STAFF INTERNET SERVICES:APRIL	230	40900	3190		002		\$76.31	\$76.31
CUB FOODS	SD & AQ SUPPLIES	225	43535	2170		002		\$6.76	\$11.53
		225	43590	2175		002		\$4.77	
DOMINOS.COM	SUMMER DISCOVERY STAFF TRAINING	225	43535	2170		002		\$172.64	\$172.64
DYNAMEX DELIVERS NOW/ROADRUNNE	DELIVERY TO EAGAN POST OFFICE - 5-31-13	601	45050	3220		001		\$24.60	
		602	45550	3220		001		\$24.60	\$49.20
FSH COMMUNICATIONS LLC	PAYPHONE TELEPHONE	101	40200	3210		001		\$64.13	
GAS PLUS INC.	PREMIUM FUEL	701	46500	2120		003		\$147.80	\$147.80
GAS PLUS INC.	PREMIUM FUEL	701	46500	2120		003		\$125.23	\$125.23
GRAND VIEW LODGE	APWA CONFERENCE LODGING (NIGHT #2)	101	42200	4500				\$626.80	\$626.80
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.62	\$15.62
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.64	\$15.64
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.46	\$16.46
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.46	\$16.46
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.40	\$16.40
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.43	\$16.43
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.31	\$16.31
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$644.20	\$644.20
HERMAN, ROD	REFUND CLOSING OVRPYMT-990 GLENHILL ROAD	601	36190			003		\$18.92	\$18.92
HOME TITLE, INC	REFUND CLOSING OVRPYMT-1451 CO RD I W	601	36190			003		\$13.84	\$13.84
HOTEL MONACO/KIMPTON HOTELS.CO	LODGING FOR GFOA ACCOUNTING ACADEMY:MALO	101	40500	4500		012		\$1,099.90	\$1,099.90
JEFF ELLIS & ASSOCIATES, INC	LIFEGUARD RENEWAL LICENSES	220	43800	3190		007		\$1,497.00	\$1,497.00
KUNZA, SHARI	REIMBURSEMENT FOR BUG SPRAY-CONCERTS	225	43590	2173		002		\$153.92	\$153.92

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
LEAGUE OF MINNESOTA CITIES	LMC CONFERENCE LUNCHEON	101	40100	4500	002		\$100.00	\$100.00
LINO LAKES LANDSCAPING INC	HAWES/DEMAR/RUSTIC SOD WORK	570	47000	5900			\$103,316.00	\$103,316.00
MARIANNES KITCHEN	HRC DIALOGUE MEETING SUPPLIES	101	40100	4890		002	\$391.83	\$391.83
MATHESON TRI-GAS INC	CO2 FOR WHIRLPOOL	220	43800	2160		002	\$89.24	\$89.24
MCHUGH, DAN	CHEERLEADING CAMP (JUNE 10-14) - 10 KIDS	225	43510	3190		012	\$600.00	\$600.00
MINNESOTA COACHES INC	TRIP TO COMO PARK/GABES	225	43590	3174		004	\$355.21	\$355.21
MINNESOTA DEPARTMENT OF REVENUE	ACCELERATED JUNE 2013 PAYMENT	220	21810				\$10,731.00	
MONTGOMERY, DAVID	GIRLS BASKETBALL CAMP, JUNE 10-13; 20 KIDS	225	43510	3190		012	\$1,520.00	\$1,520.00
NATIONAL STUDENT CLEARING HOUSE	DEGREE VERIFICATION	101	40210	4890			\$13.95	\$13.95
NATIONAL STUDENT CLEARING HOUSE	DEGREE VERIFICATION	101	40210	4890			\$14.95	\$14.95
NEW HOPE CINEMA GRILL	SUMMER DISCOVERY FIELD TRIP	225	43535	3190		001	\$1,276.00	\$1,276.00
NORTHERN TOOL AND EQUIPMENT CO	EQUIPMENT PARTS	701	46500	2220		001	\$288.53	\$288.53
PANINO'S	EDA MEETING SUPPLIES	240	44400	2180			\$137.95	\$137.95
PANINO'S	WEBSITE MEETING SUPPLIES	101	40200	4890			\$220.06	\$220.06
POSTMASTER	DEPOSIT IN PERMIT IMPRINT 5606-SHOREVIEW	602	45550	3220		001	\$500.00	\$1,000.00
		601	45050	3220		001	\$500.00	
REAL NVC.COM	VNC ENTERPRISE LICENSE RENEWAL	101	40550	3860		004	\$12.50	\$12.50
RICOH AMERICAS CORPORATION	LEASE CITY HALL COPIERS	101	40200	3930		002	\$2,194.74	
RICOH USA INC.	BASE CHARGE ON RICOH 821 PRINTER	101	40550	3860		004	\$50.40	\$50.40
SCHOOL SPECIALTY	SUMMER DISCOVERY SUPPLIES	225	43535	2170		001	\$81.57	\$81.57
SIGNATURE LIGHTING INC	STREET LT PED REPAIR-4320 CHATSWORTH ST	604	42600	3810		002	\$953.07	\$953.07
STAR TRIBUNE	BEST OF MN-WATERPARKS	220	43800	2201		002	\$650.00	\$650.00
STEFFES, DANIEL W	REFUND CLOSING OVRPYMT-5870 DANIEL COURT	601	36190			003	\$140.95	\$140.95
SYSO FOOD SERVICES OF MN, INC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$481.92	\$481.92
T-MOBILE	WATER TOWER SIMS CARD	601	45050	3190			\$63.04	\$63.04
THE MAILBOX	PRESCHOOL SUPPLIES	225	43555	2170			\$54.95	\$54.95
THE ROCKIN' HOLLYWOODS	1ST PMT FOR SLICE BAND	270	40250	3190		001	\$1,925.00	\$1,925.00
TITLESMART, INC	REFUND CLOSING PAYMENT-990 GLENHILL RD	601	36190			003	\$230.74	\$230.74
TREND ENTERPRISES, INC.	PRESCHOOL SUPPLIES	225	43555	2170			\$74.84	\$74.84
TWIN CITIES HUMAN RESOURCE ASS	SPRING CONFERENCE: ELLIOTT	101	40210	4500		001	\$165.00	\$165.00
UNIVERSITY OF MINNESOTA-VISA C	FORESTRY TRAINING MATERIALS	101	43900	2180			\$70.95	\$70.95
USA INFLATABLES/USA GOLF GAMES	FARMERS MARKET BALANCE DUE	225	43590	3174		001	\$181.15	\$181.15
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$888.99	\$888.99
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	101	40800	2180		001	\$155.22	\$155.22
WORTHINGTON DIRECT	REPLACEMENT WHITE BOARD FOR CC	220	43800	2180		002	\$521.80	\$521.80
XCEL ENERGY	ELECTRIC: SIGNAL SHARED W/NORTH OAKS	101	42200	3610			\$45.22	\$45.22
XCEL ENERGY	TRAFFIC SIGNAL: ELECTRIC	101	42200	3610			\$42.26	\$42.26
XCEL ENERGY	MAINTENANCE CENTER: ELECTRIC/GAS	701	46500	3610			\$1,842.11	\$1,980.01
		701	46500	2140			\$137.90	
XCEL ENERGY	SURFACE WATER: ELECTRIC	603	45900	3610			\$442.55	
XCEL ENERGY	SIRENS: ELECTRIC	101	41500	3610			\$66.48	\$66.48
XCEL ENERGY	STREET LIGHTS: ELECTRIC	604	42600	3610			\$14,636.05	\$14,636.05
YOUNG, LESLEY	SUMMER BINGO REIMBURSEMENT	225	43590	2174		002	\$114.55	\$114.55

Total of all invoices: \$306,110.43

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ARNOLD, JULIA	SOCCER CAMP -AGE 3&4	220	22040				\$91.00	\$91.00
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001	\$17.08	
BLOMQUIST, KARIE	READING FUN UNDER TH	220	22040				\$40.00	\$40.00
C & E HARDWARE	INSECT REPELLENT	602	45550	2282		001	\$10.71	\$10.71
CHAMPION PLUMBING	PART REFUND ON PERMIT 2013-00868	101	32620				\$10.00	\$10.00
CRUMB, RICHARD	TRAVEL EXPENSES	101	40550	3270			\$41.81	\$41.81
DIVINE SWINE CATERING	MEMBER APPRECIATION EVENT CATERING	220	43800	2180		002	\$4,356.24	\$4,356.24
ENGELN, VICKI	FACILITY REFUND	220	22040				\$50.00	\$50.00
ENGINEERING, EXCEL	FACILITY REFUND	220	22040				\$615.96	\$615.96
ESPE, FRED	MNGFOA MONTHLY MEETING HAAPALA/ESPE	101	40500	4500		003	\$30.00	\$30.00
ESPE, FRED	AICPA ANNUAL DUES/ESPE	101	40500	4330		001	\$225.00	\$225.00
GEBRERUFAEL, MEHRETU	FACILITY REFUND	220	22040				\$50.00	\$50.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 06-21-13	101	20431				\$1,094.20	\$1,361.91
		101	20432				\$267.71	
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001	\$96.10	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.58	\$15.58
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.58	\$15.58
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.54	\$15.54
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.52	\$15.52
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.54	\$15.54
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.55	\$15.55
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.55	\$15.55
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.50	\$15.50
GRUNDHOFER, LORI	TOTAL BODY WORKOUT	220	22040				\$48.60	\$48.60
HASSAN, MOHAMED	FACILITY REFUND	220	22040				\$300.00	\$300.00
HERNANDEZ, JORGE	FACILITY REFUND	220	22040				\$300.00	\$300.00
HOFFARD, THERESA	FLORAL ARRANGEMENT FOR WARWICK	101	40200	4890		001	\$61.85	\$61.85
KAHNK, WILLIAM	REVVING	220	22040				\$42.00	\$42.00
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/JUNE 2013	220	43800	3960			\$1,089.00	\$1,089.00
KHANNA, GAURAV	ACTIVITY REFUND	220	22040				\$104.00	\$104.00
L'ALLIER CONCRETE, INC	CURB REPLACEMENTS FOR WATER BREAKS	601	45050	3190		004	\$2,800.00	\$2,800.00
METRO LEASING COMPANY	PUSH PEDAL PULL CARDIO LEASE - JUNE 2013	220	43800	3960			\$1,445.35	\$1,445.35
MIDWEST SPECIAL SERVICES, INC	CC CLEANING	220	43800	3190		002	\$165.00	\$165.00
MINNESOTA DEPARTMENT OF REVENUE	Sales Use Tax	101	40400	4500			\$1.03	\$11,923.00
		101	40500	2010		007	-\$ .27	
		101	40550	2180		001	\$11.63	
		101	40550	2180		006	-\$1.03	
		101	40550	3860		004	\$17.24	
		101	40550	3860		011	\$176.45	
		101	42050	2010			-\$ .22	
		101	42200	2180		001	-\$ .51	
		101	42200	2180		001	\$4.13	
		101	42200	2400		001	-\$ .02	
		101	43400	2180			\$12.71	
		101	43710	2180			-\$ .30	
		101	43710	2260			\$119.88	
		101	43900	3190			-\$1.27	
		210	42750	2180			\$5.89	
		220	43800	2010		001	-\$ .12	
		220	43800	2160		002	-\$ .22	
		220	43800	2180			\$2.02	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
		220	43800	2200		002	\$3.30	
		220	43800	2240		001	\$18.91	
		220	43800	2400			-\$ .40	
		220	43800	3190		001	-\$ .56	
		220	43800	3190		004	-\$1.35	
		220	43800	3190		007	\$71.98	
		220	43800	3390		001	\$134.27	
		220	43800	3810		006	\$22.34	
		220	43800	3810		007	\$82.50	
		220	43800	3960			\$73.29	
		220	43800	3960			\$74.87	
		220	43800	3960			\$74.87	
		225	43510	2170		007	\$36.07	
		225	43510	2170		008	-\$3.21	
		225	43510	2170		008	\$18.22	
		225	43520	2170		001	\$24.03	
		225	43520	2170		003	\$22.52	
		225	43530	2170			\$2.89	
		225	43555	2170			-\$ .56	
		225	43555	2170			-\$ .12	
		225	43555	2170			-\$ .02	
		225	43555	2170			\$1.84	
		225	43590	2174		002	-\$ .61	
		225	43590	2174		002	-\$ .28	
		225	43590	2174		002	-\$ .24	
		225	43590	2174		003	-\$ .46	
		225	43590	3174		004	-\$ .43	
		240	44400	2180		001	-\$ .27	
		422	40550	5800			-\$48.14	
		422	40550	5800			-\$8.77	
		422	40550	5800			\$75.63	
		601	45050	2280		001	-\$ .35	
		601	45050	2280		002	-\$1.55	
		601	45050	2280		002	-\$ .40	
		601	45050	2280		002	\$31.25	
		601	45050	2280		003	-\$ .08	
		602	45550	2282		001	-\$ .90	
		602	45550	2400		001	-\$ .79	
		603	45850	2180		001	-\$ .01	
		701	46500	2120		004	-\$2.17	
		701	46500	2130		001	-\$ .09	
		701	46500	2180		001	-\$ .31	
		701	46500	2180		001	-\$ .20	
		701	46500	2180		001	-\$ .19	
		701	46500	2180		001	-\$ .02	
		701	46500	2180		001	-\$ .01	
		701	46500	2180		010	-\$ .06	
		701	46500	2183		002	-\$ .77	
		701	46500	2220		001	-\$2.08	
		701	46500	2220		001	-\$ .65	
		701	46500	2220		001	-\$ .47	



COUNCIL REPORT

Vendor Name	Description	FF	GG	00	AA	CC	Line Amount	Invoice Amt
BAILEY, JEREMY	REIMBURSEMENT: GRAND SLAM TRIP	225	43590	2175		004	\$17.44	\$17.44
BROWN, RAYMOND	SOFTBALL UMPIRE JUNE 11 & 18	225	43510	3190		001	\$92.00	\$92.00
C & E HARDWARE	BAGS FOR LEAD AND COPPER	601	45050	2280		001	\$7.91	\$7.91
CORBO, JAMES	SOFTBALL UMPIRE JUNE 12 & 19	225	43510	3190		001	\$92.00	\$92.00
ESPE, FRED	LMC ANNUAL MTG PARKING	101	40500	4500		004	\$10.00	\$10.00
FARROW, ANNA	YOUTH SOFTBALL UMPIRE JUNE 12	225	43510	3190		009	\$25.00	
FLAHERTY'S ARDEN BOWL	LITTLE STRIKERS(JUNE 18-20; 6 KIDS)	225	43510	3190		012	\$168.00	\$168.00
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.47	\$15.47
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.47	\$15.47
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.47	\$15.47
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.38	\$16.38
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.38	\$16.38
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.46	\$15.46
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.50	\$15.50
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$22.99	\$22.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
JEWELL, TED W.	SOFTBALL UMPIRE JUNE 13 & 20	225	43510	3190		001	\$92.00	\$92.00
JONES, MICHAEL	SOFTBALL UMPIRE JUNE 18	225	43510	3190		001	\$46.00	\$46.00
MALIKOWSKI, RODNEY P.	SOFTBALL UMPIRE JUNE 13 & 20	225	43510	3190		001	\$92.00	\$92.00
MALLOY, MONTAGUE, KARNOWSKI,	2012 AUDIT FINAL BILLING	101	40500	3190		001	\$3,931.40	\$8,935.00
		601	45050	3010			\$2,501.80	
		602	45550	3010			\$2,501.80	
MCHUGH, DAN	MINI SPORT & SKATE START SKATEBOARD CAMP	225	43510	3190		012	\$1,539.00	
MINNESOTA ZOO	SUMMER DISCOVERY FIELD TRIP	225	43535	3190		001	\$2,115.00	\$2,115.00
MN CENTER FOR FISCAL EXCELLENC	2013 ANNUAL MEMBERSHIP DUES	101	40500	4330		007	\$150.00	\$150.00
NELSON, HENRY	YOUTH SOCCER REF JUNE 12 & 19	225	43510	3190		007	\$80.00	\$80.00
NEOFUNDS BY NEOPOST	POSTAGE FOR POSTAGE MACHINE	101	40200	3220			\$4,000.00	\$4,000.00
NEOPOST USA INC.	METER RENTAL/MAINTENANCE POSTAGE MACHINE	101	40200	3850			\$911.64	\$911.64
PAR SYSTEMS INC	TIF REIMBURSEMENT-DEVELOPMENT PROJECT	307	44100	4890			\$600,000.00	\$600,000.00
PHILIP, JAMI	MILEAGE REIMBURSEMENT	101	40500	4500		004	\$26.89	\$26.89
PORTER, DANIEL	SOFTBALL UMPIRE JUNE 10,11,13,17,20	225	43510	3190		001	\$230.00	\$230.00
RUGRODEN, JOHN L.	SOFTBALL UMPIRE JUNE 12 & 19	225	43510	3190		001	\$92.00	\$92.00
SAARION, CARL	SOFTBALL UMPIRE JUNE 11 & 18	225	43510	3190		001	\$92.00	\$92.00
TARGET COMMERCIAL INVOICE	COMMUNITY CENTER SWIM DIAPERS	220	43800	2180		002	\$76.86	\$76.86
TDS METROCOM	TELEPHONE SERVICES	101	40200	3210		003	\$1,127.19	\$1,406.93
		101	43710	3210			\$245.54	
		601	45050	3210			\$34.20	
THOMAS, ANDREW	YOUTH SOCCER REF JUNE 13	225	43510	3190		007	\$40.00	
VANCO SERVICES	MAY FITNESS INCENTIVE PROCESSING FEE	220	43800	3190		003	\$138.75	\$138.75
WARNER, KAYLA S.	YOUTH SOCCER REF JUNE 12 & 19	225	43510	3190		007	\$80.00	\$80.00
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$1,639.77	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$1,029.71	\$1,029.71
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$175.59	\$217.44
		101	40800	2180			\$41.85	
WATSON COMPANY	SAFETY COMMITTEE REWARD	101	40210	4890		008	\$258.12	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$924.77	\$924.77
WEKO, THOMAS E.	GIRLS VOLLEYBALL CAMP;JUNE 10-20;64 KIDS	225	43510	3190		012	\$6,648.00	\$6,648.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
XCEL ENERGY	COMMUNITY CENTER: ELECTRIC/GAS	220	43800	3610			\$19,182.03	\$23,348.72
		220	43800	2140			\$4,166.69	
							Total of all invoices:	\$654,863.54

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ARNESON, STEPHANIE	PASS REFUND	220	22040				\$404.55	\$404.55
ARNT CONSTRUCTION CO INC	PMT 1 OWASSO ST RECON PROJ 09-12	571	47000	5900			\$146,739.09	\$146,739.09
ASSURANT ADMINISTRATIVE OFFICE	LONG TERM DISABILITY: JUNE 2013	101	20412				\$1,697.65	\$1,697.65
BETZEN, KAYLEE	MOVIN' MOMMIES	220	22040				\$80.00	\$80.00
CARE, CHASKA CLUB	FACILITY REFUND	220	22040				\$35.25	\$35.25
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 06-28-13	101	21720				\$10,364.24	\$10,364.24
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS:06-28-13	101	20420				\$114.50	\$114.50
COMMUNITY REINVESTMENT FUND	GMHC ADMIN FEES/MAY STMT/12 @ \$6	307	44100	4890			\$72.00	\$72.00
COOK, NINA	AQUATICS - LEVEL 2.5	220	22040				\$232.00	\$232.00
FARELL, DORA	AQUATICS - LEVEL 6	220	22040				\$132.00	\$132.00
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS:06-28-13	101	20418				\$5,415.00	\$5,415.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 06-28-13	101	20431				\$390.42	\$390.42
HOYOS-GOMEZ, JUAN	TBALL CAMP	220	22040				\$84.00	\$84.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:6-28-13	101	21750				\$5,671.31	\$5,671.31
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS:06-28-13	101	20430				\$450.00	\$450.00
JOANEM, RUBEN	FACILITY REFUND	220	22040				\$32.14	\$32.14
JOHANSEN, NENA	TBALL CAMP	220	22040				\$84.00	\$84.00
LEHMAN, LAURIE	REVVING	220	22040				\$42.00	\$42.00
LIU, GONGPING	EXTREME ROBOTICS	220	22040				\$128.00	\$128.00
MILLER, LYNDA	PASS REFUND	220	22040				\$168.81	\$168.81
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE:06-28-13	101	20435				\$217.50	\$217.50
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB:06-28-13	101	20420				\$35.00	\$35.00
OVERMANN, NATALIE	MOVIN' MOMMIES	220	22040				\$66.67	\$66.67
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS:06-28-13	101	21740				\$27,639.71	\$27,639.71
PUBLIC EMPLOYEES RETIREMENT AS	PERA DEFINED CONTRIBUTIONS: 06-28-13	101	21740				\$246.10	\$246.10
SOLOMON, SABA	FACILITY REFUND	220	22040				\$107.13	\$107.13
STACEY, TRACY	AQUATICS - LEVEL 2.5	220	22040				\$48.28	\$48.28
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX:06-28-13	101	21710				\$24,284.51	\$64,274.43
		101	21730				\$32,396.70	
		101	21735				\$7,593.22	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS:06-28-13	101	20420				\$121.00	
WIEGERS, JOHN	AQUA SPLASH WATER EX	220	22040				\$39.11	\$39.11
Total of all invoices:								\$265,131.89

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
A & L SUPERIOR SOD, INC	SOD FOR COMM. CNTR.	101	43710	2260			\$270.87	\$270.87
A & L SUPERIOR SOD, INC	SOD FOR COMM. CNTR.	101	43710	2260			\$116.96	\$116.96
A & L SUPERIOR SOD, INC	SOD FOR COMM. CNTR.	101	43710	2260			\$193.91	\$193.91
A & L SUPERIOR SOD, INC	SOD FOR COMM. CNTR.	101	43710	2260			\$233.91	\$233.91
A-1 HYDRAULICS SALES & SERVICE	PARTS FOR CRACK SEALER	701	46500	2220		002	\$62.95	\$62.95
ABM EQUIPMENT & SUPPLY INC	NEW CAMERA FOR SEWER VAC	701	46500	2220		002	\$3,531.32	\$3,531.32
ALLINA HEALTH SYSTEM	AED REPLACEMENT BATTERIES	220	43800	2180		002	\$387.45	\$387.45
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$38.24	\$152.96
		601	45050	3970			\$38.24	
		602	45550	3970			\$38.24	
		603	45850	3970			\$19.12	
		701	46500	3970			\$19.12	
ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES MAINTENANCE CENTER	701	46500	2183			\$112.14	
AUTO PLUS	PARTS FOR TORO 1	701	46500	2220		002	\$9.53	\$9.53
BEISSWENGERS HARDWARE	IRRIGATION REPAIR SUPPLIES	101	43710	2240			\$2.95	\$2.95
BEISSWENGERS HARDWARE	CHAIN	601	45050	2280		001	\$6.42	\$6.42
BEISSWENGERS HARDWARE	LINOLEUM KNIVES	101	43710	2400			\$15.90	\$15.90
BRAKE & EQUIPMENT WAREHOUSE	PARTS FOR UNIT 609	701	46500	2220		001	\$122.27	\$122.27
C & E HARDWARE	IRRIGATION COUPLING	101	43710	2240			\$2.77	\$2.77
C & E HARDWARE	CRACK SEALING SUPPLIES	101	42200	2180		001	\$16.05	\$16.05
CDW GOVERNMENT, INC	HID USB CARD READER	101	40550	2010		001	\$77.46	\$77.46
CDW GOVERNMENT, INC	WYSE OS MAINT COVERAGE (3YR)	101	40550	3860		018	\$222.07	\$222.07
COMMERCIAL ASPHALT CO	ASPHALT	101	42200	2180		002	\$370.25	\$370.25
CORPORATE CONNECTION	UNIFORM T SHIRTS	101	42200	3970		001	\$164.68	\$658.68
		601	45050	3970		001	\$164.68	
		602	45550	3970		001	\$164.68	
		603	45850	3970		001	\$82.32	
		701	46500	3970		001	\$82.32	
CORRPRO COMPANIES INC	MAINTENANCE SERVICE INSPECTION	601	45050	3190		003	\$695.00	
CRYSTEEL DIST. INC.	BOX/HOIST/PLOW UNIT 206-13	701	46500	5400			\$19,388.33	\$19,388.33
CRYSTEEL DIST. INC.	REPAIR SHELF IN REAR TOOLBOX 312-13	701	46500	3190			\$334.52	\$334.52
DAVIS LOCK & SAFE	PARK SHOP CAGE KEYS	101	43710	2240			\$9.62	\$9.62
FACTORY MOTOR PARTS COMPANY	WIPER BLADES	701	46500	2180		001	\$227.79	\$227.79
FIRST LAB, INC.	RANDOM TESTING	101	40210	3190		002	\$37.00	\$37.00
FIRST LAB, INC.	PASS THROUGH FEES	101	40210	3190		002	\$165.00	\$165.00
GENERAL REPAIR SERVICE	SCHIFSKY LIFT STATION	602	45550	3190		003	\$784.60	\$784.60
GENERAL REPAIR SERVICE	REPAIR PUMP	602	45550	2282		001	\$697.58	\$697.58
GRAINGER, INC.	SAFETY TAGS	601	45050	2280		001	\$15.02	\$15.02
HAWKINS, INC.	1 TON CHLORINE BOOSTER	601	45050	2160		001	\$700.00	\$700.00
HEWLETT-PACKARD COMPANY	PC REPLACEMENTS-MONITORS FOR LEE	422	40550	5800			\$553.61	\$553.61
HUGO EQUIPMENT COMPANY	MOWER BLADE BOLTS	701	46500	2220		002	\$44.87	\$44.87
HUGO EQUIPMENT COMPANY	NEW ENGINE FOR TORO Z-MOWER VAC SYSTEM	701	46500	2220		002	\$292.85	\$292.85
HUGO EQUIPMENT COMPANY	PUSH MOWER PARTS	701	46500	2220		002	\$26.70	\$26.70
HUGO EQUIPMENT COMPANY	PARTS FOR Z-MASTER 3	701	46500	2220		002	\$9.69	\$9.69
JEFF SMITH LLC	SUMMER 2013 TAEKWONDO SESS.A CONTRCTR FEE	225	43530	3190			\$962.65	\$962.65
LAKE JOHANNA FIRE DEPT	2ND HALF PAYMENT FOR SERVICES	101	41200	3190			\$473,082.98	\$473,082.98
LAKE JOHANNA FIRE DEPT	REIMBURSEMENT FOR NEW CAR 59.8% OF COST	405	41200	3190			\$30,474.96	\$30,474.96
M-R SIGN COMPANY INC.	CHIP SEAL MARKERS PROJECT 13-04	404	42200	3190			\$671.50	\$671.50
MCFOA	MEMBERSHIP DUES JULY 1,2013-JUNE 30,2014	101	40200	4330		006	\$35.00	\$35.00
MENARDS CASHWAY LUMBER **FRIDL	MATERIALS/BUCHER SIGN	101	43710	2240			\$43.96	\$43.96
MENARDS CASHWAY LUMBER **FRIDL	POND SUPPLIES	603	45850	2180		002	\$34.14	\$34.14

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
MIDWEST LOCK & SAFE INC	DOOR & LOCK REPAIRS CC	220	43800	3810		003	\$4,906.84	\$4,906.84
MIDWEST LOCK & SAFE INC	REPAIR LOCK AT RICE CREEK FIELDS	101	43710	3190			\$746.01	\$746.01
MJF MASONRY & CONCRETE, INC.	FILLING IN WADING POOL CC	220	43800	3810		007	\$5,750.00	\$5,750.00
MTI DISTRIBUTING, INC	IRRIGATION REPAIR SUPPLIES	101	43710	2240			\$251.65	\$251.65
MTI DISTRIBUTING, INC	IRRIGATION REPAIR SUPPLIES SWING JOINT	101	43710	2240			\$140.53	\$140.53
MTI DISTRIBUTING, INC	IRRIGATION NOZZLES	101	43710	2240			\$130.12	\$130.12
MTI DISTRIBUTING, INC	TORO MOWER PARTS	701	46500	2220		002	\$60.58	\$60.58
MTI DISTRIBUTING, INC	TORO MOWER PARTS	701	46500	2220		002	\$219.63	\$219.63
MTI DISTRIBUTING, INC	TORO MOWER PARTS	701	46500	2220		002	\$47.15	\$47.15
NAPA AUTO PARTS	PARTS FOR TORO 1	701	46500	2220		002	\$29.12	\$29.12
O'DAY EQUIPMENT, LLC	FUEL NOZZLE KITS	701	46500	2180		001	\$209.17	\$209.17
OFFICE DEPOT	RING BINDERS	225	43535	2170		001	\$10.47	\$10.47
OFFICE DEPOT	GLUE	225	43535	2170		003	\$17.41	\$17.41
OFFICE DEPOT	SUPPLIES	225	43535	2170		003	\$50.26	\$50.26
OFFICE DEPOT	SUMMER CLASS SUPPLIES	225	43535	2170		002	\$23.37	\$89.97
		225	43535	2170		001	\$7.87	
		225	43535	2170		003	\$58.73	
PARTS ASSOCIATES, INC.	SHOP SUPPLIES	701	46500	2180		001	\$83.13	\$83.13
PIONEER MANUFACTURING CO	FIELD MARKING PAINT	101	43710	2260			\$1,743.75	\$1,743.75
PIONEER RIM & WHEEL CO.	HITCH FOR UNIT 206	701	46500	2220		001	\$80.30	\$80.30
RAMSEY COUNTY	ANNUAL PAYMENT FOR VOTING SYSTEM	101	40300	3890			\$2,982.95	\$2,982.95
RAMSEY COUNTY	911 SERVICES - JUNE 2013	101	41100	3198			\$8,154.60	\$8,154.60
RAMSEY COUNTY	FLEET SUPPORT FEE-JUNE 2013	101	41500	3890			\$24.96	\$24.96
REHBEIN'S BLACK DIRT	BLACK DIRT	101	43710	2260			\$74.81	\$74.81
SCHARBER & SONS	PARTS FOR LAND PRIDE MOWER	701	46500	2220		002	\$141.63	\$141.63
SCHARBER & SONS	PARTS FOR LANDPRIDE MOWER	701	46500	2220		002	\$15.01	\$15.01
SIMPLEXGRINNELL LP	FIRE PANEL REPLACEMENT PROJECT CC	405	43800	3810			\$20,412.39	
ST. CROIX RECREATION	REPLACEMENT EQUIPMENT BUCHER PLAYGROUND	405	43710	5300			\$77,433.08	\$77,433.08
TERMINAL SUPPLY CO	SUPPLIES	701	46500	2180		001	\$25.64	\$25.64
TERMINAL SUPPLY CO	SUPPLIES	701	46500	2180		001	\$49.81	\$49.81
TESSMAN SEED CO	GRASS SEED FOR PARKS AND GROUNDS	101	43710	2260			\$731.03	\$731.03
TESSMAN SEED CO	PRUNERS	101	43710	2400			\$174.74	\$174.74
TIGHTROPE MEDIA SYSTEMS	CAROUSEL SYSTEM SOFTWARE ASSURANCE	101	40550	3860		004	\$1,700.00	\$1,700.00
TOUSLEY FORD, INC	PARTS FOR UNIT 302	701	46500	2220		001	\$31.68	\$31.68
UNI FIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001	\$36.97	\$147.89
		601	45050	3970		001	\$36.97	
		602	45550	3970		001	\$36.97	
		603	45850	3970		001	\$18.49	
		701	46500	3970		001	\$18.49	
VAN PAPER COMPANY	TOILET PAPER FOR CRACK SEALING	101	42200	2180		001	\$67.37	
WSB & ASSOCIATES, INC.	BUCHER PARK - MAY 2013	459	43710	5300			\$732.50	\$732.50
YALE MECHANICAL INC	TEST AND INSPECT RPZ ON HWY 96	101	43710	3810			\$900.92	\$900.92
YALE MECHANICAL INC	REBUILD RPZ MCCULLOUGH PARK	101	43710	3810			\$614.00	\$614.00
YALE MECHANICAL INC	REBUILD RPZ SITZER PARK	101	43710	3810			\$745.42	\$745.42
YALE MECHANICAL INC	TEST AND INSPECT RPZ BUCHER PARK	101	43710	3810			\$614.00	\$614.00
YALE MECHANICAL INC	TEST AND INSPECT RPZ RICE CREEK FIELDS	101	43710	3810			\$210.50	\$210.50
YALE MECHANICAL INC	TEST AND INSPECT RPZ SHAMROCK PARK	101	43710	3810			\$254.50	\$254.50
YALE MECHANICAL INC	TEST AND INSPECT RPZ SHOREVIEW LIBRARY	101	43710	3810			\$210.50	\$210.50
YALE MECHANICAL INC	TEST RPZ VARIOUS PARKS	101	43710	3810			\$254.50	\$254.50
YALE MECHANICAL INC	RPZ TESTING 7 REPAIRS CC	220	43800	3810		003	\$1,122.70	\$1,122.70
YALE MECHANICAL INC	LARSON HOUSE RPZ TESTING	101	40800	3810			\$210.50	\$210.50

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
							Total of all invoices:	\$668,457.91

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	35,283	Please Return Check to Glen
Vendor number	00054 1	2013
Vendor name	ARNT CONSTRUCTION CO INC	
Address	PO BOX 549 HUGO, MN 55038	

Date	Comment line on check	Invoice number	Amount
06-17-13	CO RD D, COTTAGE PL CP13-01A,B PYMNT #1	1	\$149,318.63

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

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Return to: Glen

Account Coding	Amount
573 47000 5900	\$148,558.63
574 47000 5900	\$760.00

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
4600 Victoria Street North  
Shoreview MN 55126

Voucher Number	35,284	please return to mike s.
Vendor number	02600 1	2013
Vendor name	LINO LAKES LANDSCAPING INC	
Address	18400 LEXINGTON AVENUE NE WYOMING, MN 55092-9744	

Date	Comment line on check	Invoice number	Amount
06-17-13	HAWES/DEMAR/RUSTIC SOD WORK	1418	\$103,316.00

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

Return to: Mike S.

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
570 47000 5900	\$103,316.00

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

Reviewed by: Mike Shaughnessy  
(signature required) Mike Shaughnessy

Approved by: Terry Schwerm  
(signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

*Voucher 3-22379*

Voucher Number	35,379	2013
Vendor number	00865 1	
Vendor name	PAR SYSTEMS INC	
Address	707 COUNTY ROAD E WEST SHOREVIEW MN 55126	

Date	Comment line on check	Invoice number	Amount
06-19-13	TIF REIMBURSEMENT-DEVELOPMENT PROJECT	6-19-13	\$600,000.00

*Early check Request*

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

307 44100 4890	\$600,000.00

PERMANENT  
TIF  
RECORDS

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	35,440	RETRUN CHECK TO TOM H
Vendor number	00054 1	2013
Vendor name	ARNT CONSTRUCTION CO INC	
Address	PO BOX 549 HUGO, MN 55038	

Date	Comment line on check	Invoice number	Amount
06-17-13	PMT 1 OWASSO ST RECON PROJ 09-12	09-12-1	\$146,739.09

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	\$146,739.09

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: _____ (signature required) Tom Hammitt	6/25/13
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	35,361	2013
Vendor number	00374 1	
Vendor name	LAKE JOHANNA FIRE DEPT	
Address	5545 LEXINGTON AVENUE N SHOREVIEW MN 55126	

Date	Comment line on check	Invoice number	Amount
06-19-13	REIMBURSEMENT FOR NEW CAR 59.8% OF COST	440	\$30,474.96

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 41200 3190	\$30,474.96

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 Schwern</u>
(signature required)	Terry Schwern

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	35,096
Vendor number	00374 1 <span style="float: right;">2013</span>
Vendor name	LAKE JOHANNA FIRE DEPT
Address	5545 LEXINGTON AVENUE N SHOREVIEW MN 55126

Date	Comment line on check	Invoice number	Amount
06-10-13	2ND HALF PAYMENT FOR SERVICES	437	\$473,082.98

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
101 41200 3190	\$473,082.98

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

Reviewed by: Terri Hoffard  
 (signature required) Terri Hoffard

Approved by: Terry Schwerm  
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	35,431
Vendor number	00493 1 <span style="float: right;">2013</span>
Vendor name	ST. CROIX RECREATION
Address	225 NORTH 2ND STREET STILLWATER MN 55082

Date	Comment line on check	Invoice number	Amount
06-20-13	REPLACEMENT EQUIPMENT BUCHER PLAYGROUND	17723	\$77,433.08

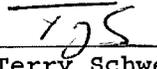
*This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?*

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 43710 5300	\$77,433.08

Is sales tax included on invoice?	MN 6.875%
If no, amount subject to sales use tax	\$
Reviewed by:	
(signature required) Gary Chapman	
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:

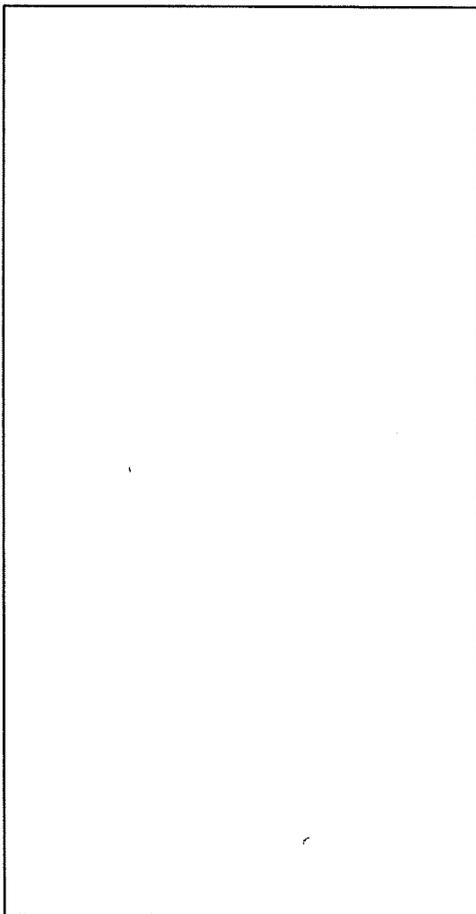
Quote 1	<del>M.I.F. MASONRY</del>
Quote 2	
Explanation if no quote received	

# Purchase Voucher

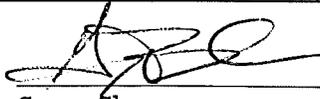
City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	35,147
Vendor number	01491 1 <span style="float: right;">2013</span>
Vendor name	SIMPLEXGRINNELL LP
Address	DEPT CH 10320 PALATINE, IL 60055-0320

Date	Comment line on check	Invoice number	Amount
05-31-13	FIRE PANEL REPLACEMENT PROJECT CC	40568650	\$20,412.39



Account Coding	Amount
405 43800 3810	\$20,412.39

Is sales tax included on invoice?	MN 6.875%
If no, amount subject to sales use tax	\$
Reviewed by:	
(signature required) Gary Chapman	
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	ONLY SUPPLIER FOR CURRENT SYSTEM

**LICENSE APPLICATIONS**

Moved by Councilmember

\_\_\_\_\_

Seconded by Councilmember

\_\_\_\_\_

To approve the License Applications as listed on the attached report dated July 01, 2013.

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

July 01, 2013  
Regular Council Meeting

**CITY OF SHOREVIEW - LICENSE APPLICATIONS**  
**July 01, 2013**

<b>LICENSE #</b>	<b>BUSINESS NAME</b>	<b>TYPE</b>
2013-00060	Living Water Tree Service	Tree Trimmer

The above licenses are recommended for approval: *Jami Philip*  
License/Permit Clerk

**PROPOSED MOTION**

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

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

to approve the request for a temporary on-sale intoxicating liquor license and the application for exempt permit license for lawful gambling for their annual Fall Festival to be held on September 7 and 8, 2013 at St. Odilia Catholic Church, 3495 North Victoria Street, Shoreview.

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

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRI HOFFARD  
DEPUTY CLERK**

**DATE: JUNE 20, 2013**

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

Attached is a request for a temporary on-sale liquor license and an application for exempt permit for lawful gambling for the annual fall festival to be held at St. Odilia Catholic Church on September 7-8, 2013.

They are requesting a temporary intoxicating liquor license, which would permit them to sell wine and margaritas. A similar request was made for this event last year and it was approved by the City Council.

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

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

### LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:  
 - conducts lawful gambling on five or fewer days, and  
 - awards less than \$50,000 in prizes during a calendar year.  
 If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.

**Application fee (non refundable)**  
 If application is postmarked or received 30 days or more before the event **\$50**; otherwise **\$100**.

#### ORGANIZATION INFORMATION

Organization name: Church of St. Odilia SHV. MN Previous gambling permit number: X-62107-12-001

Minnesota tax ID number, if any: 24942 Federal employer ID number (FEIN), if any: 41-0837655

Type of nonprofit organization. Check one.  
 Fraternal  Religious  Veterans  Other nonprofit organization

Mailing address: 3495 N Victoria City: Shoreview MN State: MN Zip code: 55126 County: Ramsey

Name of chief executive officer [CEO]: FR Phil Rask Daytime phone number: 651-484-6681 E-mail address: \_\_\_\_\_

#### NONPROFIT STATUS

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

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

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

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

#### GAMBLING PREMISES INFORMATION

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

Address [do not use PO box]: Sept 7+8 2013 City or township: 3495 N. Victoria Zip code: \_\_\_\_\_ County: \_\_\_\_\_

Date[s] of activity. For raffles, indicate the date of the drawing.  
Sept 7+8 2013

Check each type of gambling activity that your organization will conduct.  
 Bingo\*  Raffle  Paddlewheels\*  Pull-tabs\*  Tipboards\*

*Sept 8 only*  
 \*Gambling equipment for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

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

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT**

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

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

Print city name \_\_\_\_\_

Signature of city personnel \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**Local unit of government must sign**

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

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

Print county name \_\_\_\_\_

Signature of county personnel \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**TOWNSHIP. If required by the county.**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.  
 [A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

Print township name \_\_\_\_\_

Signature of township officer \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE**

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

Chief executive officer's signature *Phillip J. Rask* Date 6/13/2013

Print name Phillip J. Rask

**REQUIREMENTS**

**Complete a separate application for:**

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

**Send application with:**

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

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

**Financial report and recordkeeping required**

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

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

**Questions?**

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

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

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

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

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



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 444 Cedar Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization <i>Church of St. Odille</i>		Date organized <i>June 1980</i>	Tax exempt number <i>41-0837653</i>	
Address <i>3495 N Victoria</i>		City <i>Shoreview</i>	State <i>Minnesota</i>	Zip Code <i>55124</i>
Name of person making application <i>Fr Phil Rask</i>		Business phone <i>651-484-6684</i>	Home phone <i>---</i>	
Date(s) of event <i>Sept 7+8 - 2013</i>		Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name <i>Fr Phillip Rask</i>		City <i>Shoreview</i>	State <i>Minnesota</i>	Zip <i>55124</i>
<input checked="" type="checkbox"/> Add New Officer				

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

*Parking lot of Church grounds - some indoor Areas - Church courtyard*

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

*NO*

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

*NO*

APPROVAL

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

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

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

## MOTION

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

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

To approve the Comprehensive Sign Plan submitted by Lawrence Signs, for the SuperAmerica fuel station at 3592 Lexington Avenue, subject to the following conditions:

1. The signs shall comply with the plans submitted for the Comprehensive Sign Plan application. Any significant change will require review by the Planning Commission and City Council.
2. The applicant shall obtain a sign permit prior to the installation of any signs on the property.

This approval is based on the following findings of fact:

1. *The plan proposes signs consistent in color, size and materials throughout the site for each type of proposed sign. Each type of sign (freestanding, wall, canopy and incidental) uses uniform color and materials, and with colors generally based on the SuperAmerica theme.*
2. *Approving the deviation is necessary to relieve a practical difficulty existing on the property. The angled-orientation of the building provides some difficulty in the identification of the business. The proposed sign plan relieves this difficulty by placing copy signage on the fascia of the canopy and on the building wall in a manner that effectively identifies itself.*
3. *The proposed deviations from the standards of Section 208 result in a more unified sign package and greater aesthetic appeal between signs on the site. The wall and canopy signs proposed, including the graphics band, give a uniform appearance to the building and canopy. Use of the graphics provides a greater aesthetic appeal for the site.*
4. *Approving the deviation will not confer a special privilege on the applicant that would normally be denied under the Ordinance. The configuration of the structure on the property is unique due to the*

building orientation. The proposed signage is reasonable for this type of uses and uses the facades which are most visible or of importance to identify SuperAmerica.

5. *The resulting sign plan is effective, functional, attractive and compatible with community standards.* The sign plan proposes signs, including graphics that are effectively displayed, improve the appearance of the site/structures and are compatible with community standards applied to similar uses.

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

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

Regular City Council Meeting  
July 1, 2013

t:\2012pcf\2479-13-06 3592 Lexington\ccmotion

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

**FROM:** Kathleen Nordine, City Planner  
Rob Warwick, Senior Planner

**DATE:** June 26, 2013

**SUBJECT:** File No. 2479-13-06, Comprehensive Sign Plan, Lawrence Signs/Northern Tier Retail, 3592 Lexington Avenue

### **INTRODUCTION**

The City Council is being asked to approve a Comprehensive Sign Plan submitted by Lawrence Signs/Northern Tier Retail, for a SuperAmerica Gas Station and Convenience Store located at 3592 Lexington Avenue.

### **SIGN CODE**

When multiple signs are proposed, a comprehensive sign plan is required. The following summarizes the applicable Code requirements.

#### **Sign Definition**

Signs are defined as any letter, word or symbol, device, poster, picture, statue, reading matter or representation in the nature of an advertisement, announcement, message or visual communication, whether painted, posted, printed, affixed or constructed, which is displayed for informational or communicative purposes and is visible to the general public.

#### **Wall Signs**

One wall sign is permitted per principal structure unless the structure faces two or more arterial roadways, as is here the case. The length of the wall sign cannot exceed 20% of the length of the building elevation to which it is affixed. The wall sign area cannot exceed 10% of wall area to which it is affixed, with a minimum area of 20 square feet.

#### **Canopy Signs**

Signs are permitted to be affixed to fuel island canopies, provided the copy and graphics area, together with other wall and incidental signs, does not exceed the area permitted for a single wall sign. Further, the canopy sign area cannot exceed 10% of the canopy fascia area.

#### **Freestanding Signs**

One freestanding sign is permitted per site unless the site abuts two or more arterial roadways. Structures less than 20,000 square feet may have a pylon sign provided it does not exceed 20' in height and have a copy/graphic area greater than 40 square feet. A readerboard may be attached provided it does not have a copy/graphic area greater than 40 square feet.

### **Comprehensive Sign Plan**

When a deviation to the regulations is proposed, the Comprehensive Sign Plan requires review by both the Planning Commission and City Council with the City Council taking final action. Approval of the plan is based on the following findings:

1. The plan proposes signs consistent in color, size and materials throughout the site.
2. Approving the deviation is necessary to relieve a practical difficulty existing on the property.
3. The proposed deviations from the standards of Section 208 result in a more unified sign package and greater aesthetic appeal between signs on the site.
4. Approving the deviation will not confer a special privilege on the applicant that would normally be denied under the Ordinance.
5. The resulting sign plan is effective, functional, attractive and compatible with community standards.

### **COMPREHENSIVE SIGN PLAN**

The proposed sign plans have been revised from an earlier submittal by eliminating the pin-stripe graphics proposed on a portion of the building. Regarding this graphic display, there was discussion at the March Planning Commission meeting regarding whether or not this is considered signage and how it compares to other signage, graphics or elements used on other fuel station canopies in the City. Staff's interpretation of the ordinance is that any graphic affixed to a building or free standing sign is considered a sign and not an architectural element. Similar facilities use other methods to convey their "brand" such as color (with no graphics) or architectural elements (raised striping) which are not considered signage.

The sign plan has been revised to eliminate the graphic striping on the top tier (rooftop enclosure) and the south and east sides of the building. The following signs are being proposed:

#### **Free-standing pylon sign *(complies with ordinance standards)***

1. Copy/Graphic Area: 41.8 square feet, including the 4.5 sq. ft. gas price display, and excluding the 15 sq. ft. changeable copy readerboard
2. Height: 18.8 feet
3. Advertises car wash, fuel and convenience store

#### **Wall Signs**

1. Northwest Building Elevation - "SuperAmerica" sign
  - a. Copy Area: 59.6 square feet
  - b. Length: 22.7 feet *(exceeds the maximum length permitted of 10 feet or 20% of the wall length)*
2. Northwest building elevation - Graphics Pinstripe band

- a. Copy area: 63.25 square feet (*combined with the “SuperAmerica” wall sign exceeds the total area permitted – 10% of the wall elevation area of 60 square feet*)
- b. Length: 25.3 feet (*exceeds the maximum length permitted - 10 feet or 20% of the wall length*)
- 3. Northeast and Southeast building elevations – Graphics Pinstripe ban
  - a. Copy area: 68.75 square feet (*exceeds the maximum area permitted – 10% of the wall elevation area or 33 square feet*)
  - b. Length: 27.5 feet (*exceeds maximum length permitted – 20% of wall length or 5.5 feet*)

**Canopy Signage**

- 1. Northeast fascia - “SuperAmerica” sign
  - a. Copy area: 27.71 square feet (*exceeds the maximum area permitted – 10% of the fascia area or 2.77 square feet*)
  - b. Length: 15.5 feet
- 2. Southwest fascia – “SuperAmerica” sign
  - a. Copy area: 27.71 square feet (*exceeds the maximum area permitted – 10% of the fascia area or 2.77 square feet*)
  - b. Length: 15.5 feet
- 3. All fascia
  - a. Copy area: 327.6 square feet (*exceeds the maximum area permitted – 10% of the fascia area or 32.7 square feet*)
  - b. Length: 182 feet

**Incidental Signage**

- 1. Gas Pumps: “SuperAmerica”
  - a. Copy area: 2.5 square feet
  - b. Number proposed: 8
- 2. Posts: Warning signage and logo
  - a. Copy area: 3 square feet
  - b. Number proposed: 4

**STAFF REVIEW**

The primary issue regarding the sign plan relates to the proposed use of graphics on the building and canopy fascia. As stated earlier, it has been Staff’s interpretation of the code that graphics are considered signage and need to comply with the City’s sign area and length standards. In accordance with the Planning Commission’s previous direction, the applicant has modified the sign plan by eliminating some of the graphic area proposed on the building. Graphics are proposed on the fascia of the station canopy and on a portion of the building.

Staff has reviewed the proposal and believes the sign plan is reasonable and in keeping with the spirit and intent of the sign ordinance and comprehensive sign plan criteria. While the proposed graphic area exceeds the area and length permitted, this design does add visual interest to the structures. The use of graphics is similar to those graphics, architectural elements and use of color on other fuel stations in the community which have been previously approved by the City. The proposed deviations result in a more unified sign package that is compatible with community standards. The deviations will not confer a special privilege to the applicant.

### **PLANNING COMMISSIN REVIEW**

At the March Planning Commission meeting, the Commission tabled a comprehensive sign plan application submitted by Lawrence Signs, on behalf of Northern Tier Retail, for the SuperAmerica fuel station at 3592 Lexington Avenue. The application was tabled due to the extent of graphics being used on the canopy and building.

A revised sign plan was being presented to the Commission for review at their June 25<sup>th</sup> meeting. The revisions were consistent with the Commission's direction as the striping located on the top tier of the building was removed. The applicant also clarified that a "SuperAmerica" sign is proposed on the southeast canopy elevation. The Commission determined that this change was minor and reasonable since this portion of the canopy is oriented toward Lexington Avenue. The Commission recommended the Council approve the plan with a 5 to 0 vote.

### **RECOMMENDATION**

The submitted changes reduce the deviations needed for the sign plan, specifically relating to the use of graphics on the building and canopy. The plan proposed is reasonable based on the orientation of the building, use of the facility as a fuel station and other sign packages approved by the City for similar uses. Staff is recommending the City Council approve the sign plan for SuperAmerica. Approval is subject to the following conditions:

1. The signs shall comply with the plans submitted for the Comprehensive Sign Plan application. Any significant change will require review by the Planning Commission and City Council.
2. The applicant shall obtain a sign permit prior to the installation of any signs on the property.

#### Attachments

- 1) March 26 Planning Commission Minutes
- 2) Location Map
- 3) Aerial
- 4) Photograph – Existing Site
- 5) Submitted Plans
  1. March canopy and wall signage

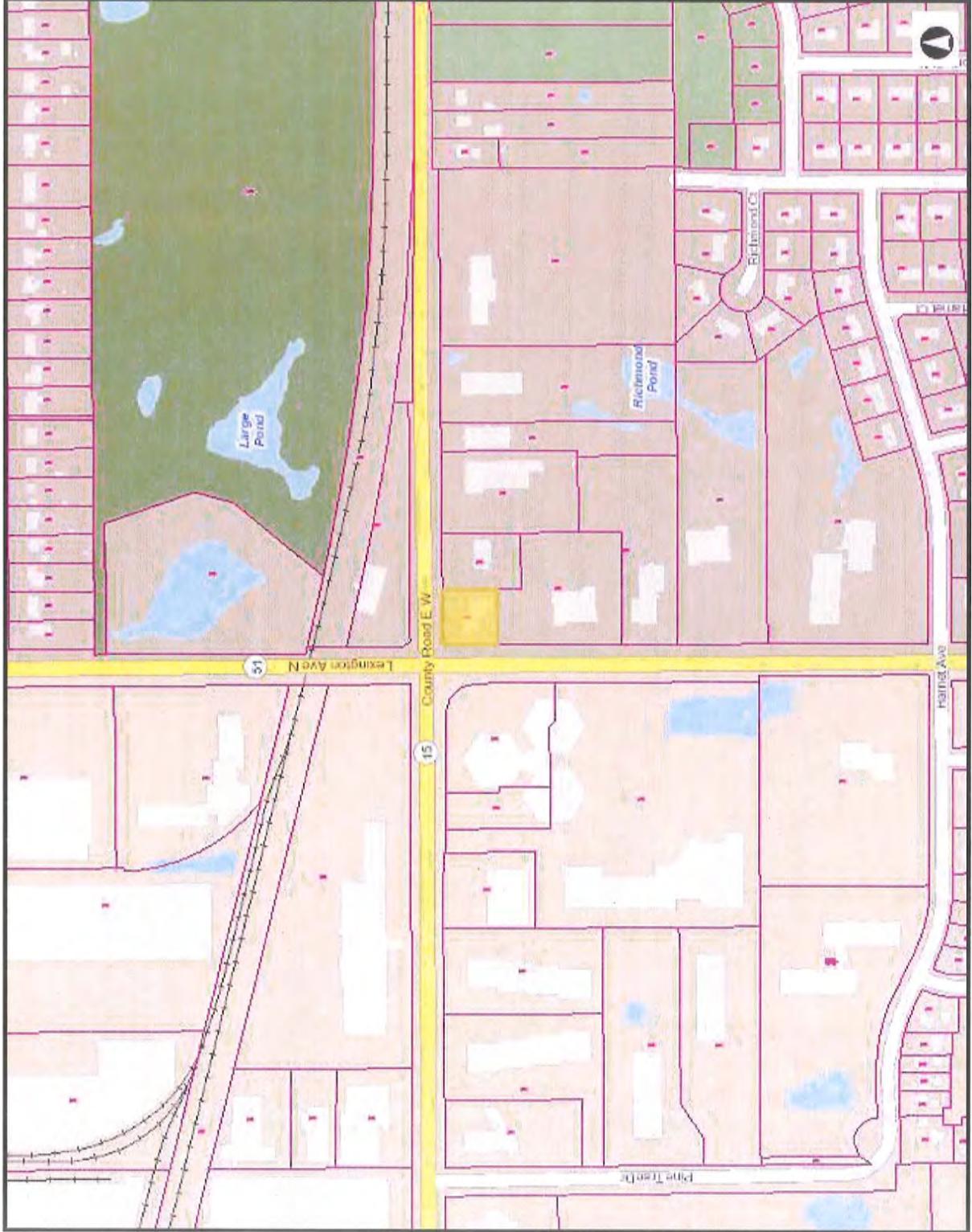
2. Revised canopy and wall signage
3. Freestanding sign
4. Incidental signs

6) Proposed Motion

t:/2013pcf/2479-13-06/07-01-13ccreport



# Location Map 3592 Lexington Avenue



773.1

0

386.57

773.1 Feet

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

## Legend

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

## Notes

Enter Map Description



# 3592 Lexington Ave. - Superamerica



## Legend

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

## Notes

Enter Map Description

95.2

47.61

0

95.2 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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

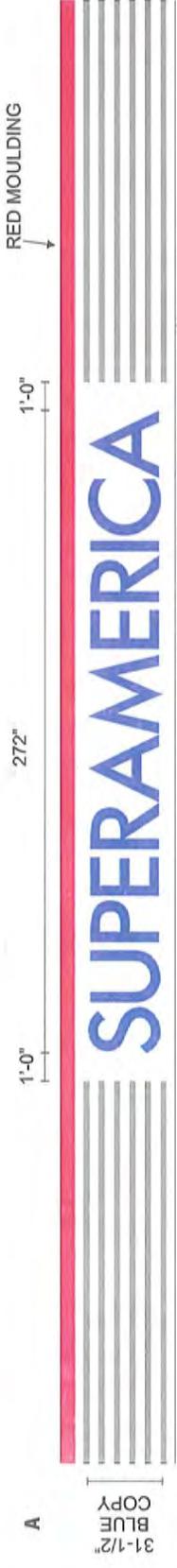


EXISTING SITE CONDITIONS

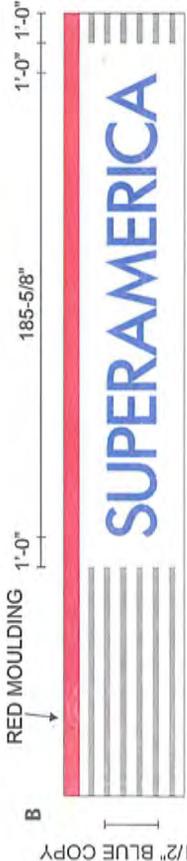
CLIENT	3592 N LEXINGTON AVE SHOREVIEW, MN
LOCATION	
MIKE WAICH SALES	
RICH BETTERER DESIGNER	
SA, SHOREVIEW MN 4749	
DRAWING	
DATE	12.06.12
REVISION	03.05.13 RR (ADDED STRIPES)

**X** CUSTOMER APPROVAL

THESE PLANS ARE THE EXCLUSIVE PROPERTY OF LAWRENCE SIGN AND ARE THE RESULT OF THE ORIGINAL DESIGN AND CONSTRUCTION OF THESE PLANS. THEY ARE SUBMITTED TO YOUR COMPANY FOR THE SOLE PURPOSE OF OBTAINING THE NECESSARY PERMITS TO PURCHASE THESE PLANS OR TO PURCHASE FROM LAWRENCE SIGN. THESE PLANS, DISTRIBUTION OR REPRODUCTION OF THESE PLANS BY ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN PERMISSION OF LAWRENCE SIGN IS EXPRESSLY PROHIBITED AND WILL BE LEGALLY ENFORCED. ALL RIGHTS RESERVED.



SQ. FT COPY: 59.5



SQ. FT COPY: 27.71



**BLUE VINYL GRAPHIC APPLIED TO CANOPY AND BUILDING**



TRANSLUCENT ORACAL BLUE (8500-006)

SCALE: 1/4" = 1' - 0" PRINTED COLORS & GRADIENTS AS SHOWN MAY VARY FROM ACTUAL FINISHED COLOR

*MARCH SUBMITTAL.  
WALL ? CANOPY SIGNS*

CLIENT	3592 N LEWINGTON AVE SHOREVIEW, MN
LOCATION	
SALES	MIKE WACH
DESIGNER	RICH REITNER
DRAWING	SA SHOREVIEW MN 4749
DATE	12.06.12
REVISION	03.27.13 BR

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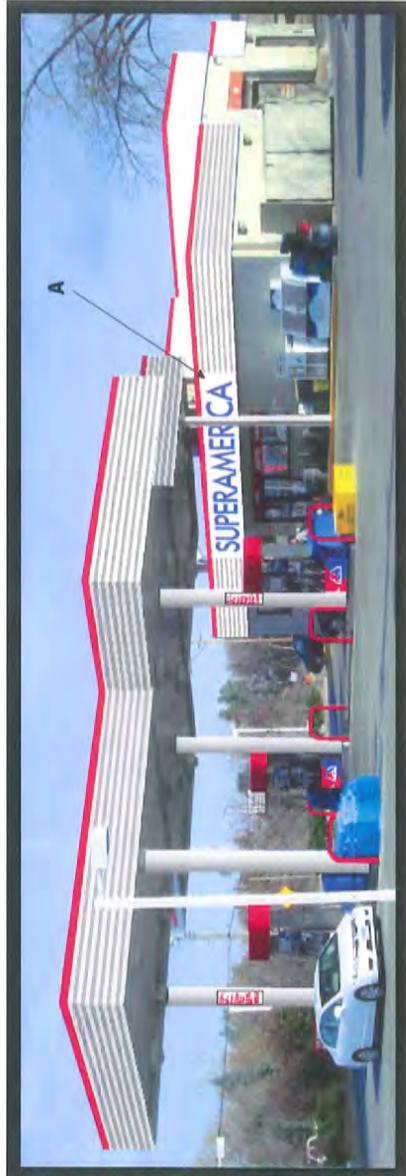


**OPTION C**  
**CANOPY STRIPES & FRONT HALF OF BUILDING STRIPED**

**BLUE VINYL GRAPHIC APPLIED TO CANOPY AND BUILDING**



TRANSLUCENT ORACAL BLUE (8500-006)



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

PRINTED COLORS & GRADIENTS AS SHOWN MAY VARY FROM ACTUAL FINISHED COLOR

*REVISED: SUBMITTAL WALL: CANOPY SIGNS*

CLIENT	3592 N LEXINGTON AVE SHOREVIEW, MN
LOCATION	
MIKE WANCH SALES	
RICH RETTNER DESIGNER	
SA SHOREVIEW MN 4749	
DRAWING	
12.06.12	
DATE	
06.26.13 BR	
REVISION	

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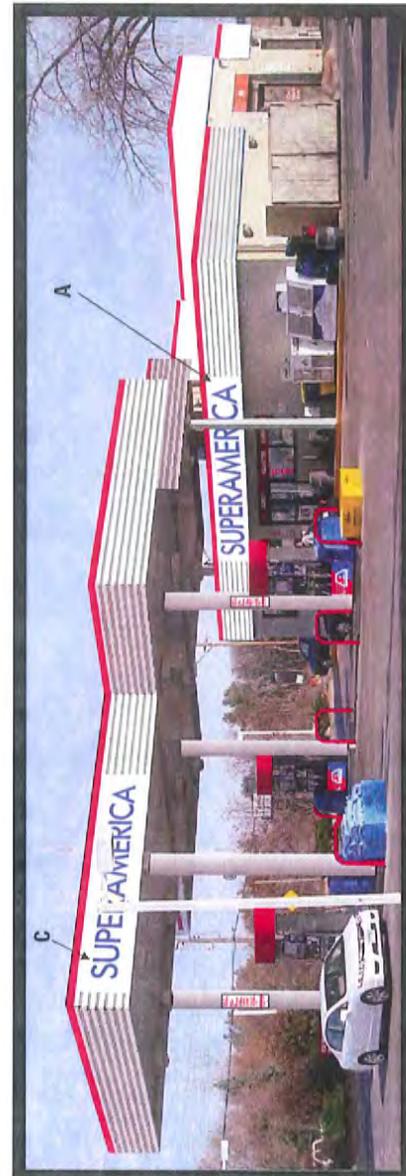
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SQ. FT COPY: 27.71



**BLUE VINYL GRAPHIC APPLIED TO CANOPY AND BUILDING**



TRANSLUCENT ORACAL BLUE (8500-006)



CLIENT	3922 N LEVINGTON AVE SHOREVIEW, MN
LOCATION	
SALES	MIKE WANCH
DESIGNER	RICH RETTERER
DRAWING	SA SHOREVIEW MN 4749
DATE	12.06.12
REVISION	
CUSTOMER APPROVAL	

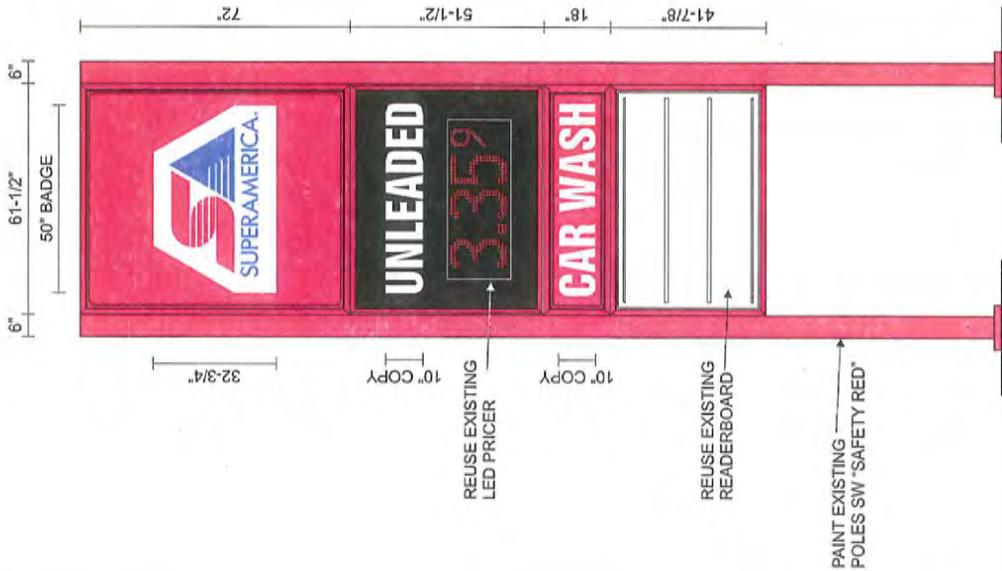
THESE PLANS ARE THE EXCLUSIVE PROPERTY OF LAWRENCE DESIGN. THEY ARE THE RESULT OF THE ORIGINAL DESIGN AND CONSTRUCTION OF YOUR COMPANY FOR THE SOLE PURPOSE OF THE PROJECT. YOU MUST PURCHASE THESE PLANS OR TO REUSE THEM FOR ANY OTHER PROJECT. DISTRIBUTION OR REUSE OF THESE PLANS BY ANY OTHER THAN EMPLOYEES OF YOUR COMPANY IS PROHIBITED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



PROPOSED



EXISTING



**PYLON RE-FACE** ALL DIMENSIONS BASED ON PROVIDED SURVEY  
**VERIFICATION REQUIRED BEFORE PRODUCTION**

COLOR PALETTE

	TRANSLUCENT 3M "REGAL RED" (230-83)
	TRANSLUCENT ORACAL BLUE (8500-004)

- (2) NEW 72" X 61.5" PAN FORMED SUPERAMERICA FACES
- (2) NEW 18" X 61.5" PAN FORMED CAR WASH FACES
- (2) NEW 51.5" X 61.5" FLAT UNLEADED PANELS WITH CLEAR PANEL OPENING FOR REUSING LED PRICERS.

SCALE: 3/8" = 1' - 0" PRINTED COLORS & GRADIENTS AS SHOWN MAY VARY FROM ACTUAL FINISHED COLOR

PYLON RE-FACE





CLIENT \_\_\_\_\_  
3592 N LEXINGTON AVE  
SHOREVIEW, MN  
LOCATION \_\_\_\_\_  
MIKE WAICH  
SALES \_\_\_\_\_  
RICH RETTERER  
DESIGNER \_\_\_\_\_  
SA SHOREVIEW MN 4749  
DRAWING \_\_\_\_\_  
12.06.12  
DATE \_\_\_\_\_  
REVISION \_\_\_\_\_

CUSTOMER APPROVAL

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**FUEL PANEL SIGN**

ALUMINUM PANEL SIGNS WILL BE PAINTED WHITE. FACES WILL BE DECORATED WITH BLUE & RED DIGITALLY PRINTED GRAPHICS

**QTY: 4**

ARTISTIC DEPICTION - NOT TO EXACT SCALE



10"
44"

**SELF SERVE**  
**STOP ENGINE**  
**NO SMOKING**

**WARNING-**  
IT IS UNLAWFUL AND DANGEROUS TO DISPENSE GASOLINE INTO UNAPPROVED CONTAINERS

**PERSONS UNDER 16 PROHIBITED FROM DISPENSING FLAMMABLE LIQUIDS**

**WARNING - FIRE HAZARD**  
WHEN FILLING PORTABLE CONTAINERS

1. Place the container on the ground before filling.
2. Keep the nozzle against the top of the container during filling.

Commissioner Schumer stated that he supports the staff recommendation. He would also support lengthening the time between message changes, not five minutes but 1 or 2 minutes.

Chair Solomonson asked if the applicant would be willing to wait until the ordinance changes are completed. **Mr. Hamilton** stated that the applicant may be willing to wait until ordinance changes are made because this is a significant investment.

City Attorney Filla stated that if the ordinance is going to be more restrictive, then what is passed here should also be restrictive. He cautioned the Commission to give themselves time for consideration before taking action. He suggested possible adoption of a sign moratorium until the ordinance is completed.

MOTION: by Commissioner Ferrington, seconded by Commissioner Proud to table this matter and extend the review period from 60 to 120 days.

VOTE: Ayes - 5 Nays - 1 (McCool)

MOTION: by Commissioner Schumer to recommend the City Council establish a city wide moratorium on new signage until the Comprehensive Plan is amended.

Ms. Nordine suggested not putting a moratorium on all comprehensive sign plans but only on message center signs and not reference the Comprehensive Plan.

The motion died for lack of a second.

AMENDED MOTION: by Commissioner Schumer, seconded by Commissioner Wenner to recommend the City Council establish a city wide moratorium on message center signs for a period of one year.

Discussion:

Commissioner McCool stated that he will vote against the motion. A moratorium is a blunt instrument, and he believes the Commission has a good idea of what the ordinance will be. He would prefer to take action on the applications put forward.

VOTE: Ayes - 5 Nays - 1 (McCool)

**COMPREHENSIVE SIGN PLAN**

**FILE NO.:** 2479-13-06  
**APPLICANT:** LAWRENCE SIGN  
**LOCATION:** 3592 LEXINGTON AVENUE

**Presentation by Senior Planner Rob Warwick**

A Comprehensive Sign Plan has been submitted by Lawrence Sign on behalf of Northern Tier Retail to rebrand the existing fuel station, car wash and convenience store to a SuperAmerica. The free standing sign has been refaced. Permits were administratively reviewed and approved. Two wall signs are proposed, one on the building to be visible from County Road E and Lexington; and one on the fuel island canopy that would only be visible from County Road E. Also, a variety of incidental signs are proposed. The building and canopy are oriented perpendicular to the intersection of Lexington and County Road E. The property is zoned C2, General Commercial. The building and canopy were built in 1991. There have been a number of ownership changes.

A Comprehensive Sign Plan is required when two or more of one sign type is proposed, or when there is a deviation from the code. Code requires that no more than 10% of wall elevation area may be used and 20% of the length of the wall.

The application shows that the northeast building wall elevation area is 600 square feet with a length of 50 feet. The sign copy is 59.6 square feet or 10% of the wall area and 22.7 feet long, or 45.4% of the wall length. The graphics and copy is 33% of the wall area and 100% of the length. On the canopy fascia, the elevation area is 528 square feet. The sign copy is 27.6 square feet and 15.4 feet in length. The copy and graphics area is 100% of the fascia area on all elevations except the south southeast.

The freestanding sign complies with code. There are 12 incidental signs with area of 32 square feet. Striping counts toward the permitted sign area. Illuminated canopy bands include the rooftop equipment enclosure. The wall, canopy and incidental signs total 119.2 square feet or 19.9% of the wall elevation area, which is double what is permitted.

Staff is not able to make affirmative findings for a practical difficulty that justify the deviations. The extensive use of the pin stripe graphics exceeds the permitted areas, and the graphics is the dominant feature of the site. Staff is recommending the application be forwarded to the City Council with a recommendation for denial.

Mr. Warwick stated that the graphics are the most difficult to reconcile. It comprises 33 % of wall area and 100% of the canopy. The copy, although larger than allowed, makes the business visible from County Road E and Lexington. The sign code does allow for signature architecture.

Commissioner Ferrington asked if there would be any way to salvage this application. Mr. Warwick stated that discussions have extended over several months. He believes the recommendation to deny is appropriate.

Chair Solomonson asked if siding were used as a band, there would be no deviation. Mr. Warwick stated that there is a fine line between unique architecture features and graphics. The definition is not clear in the code. He agreed there may be options to integrate the look into the building rather than using graphics.

Mr. Mike Waich, 8620 Elliott Avenue, Bloomington, from Lawrence Sign, stated that this site is not a normal SuperAmerica site. The gray striping could be taken out. Ms. Nordine suggested tabling and bring it back next month.

Commissioner Proud stated that the graphic is more appealing than the plain wall.

Commissioner McCool agreed, although there may be too much. He suggested eliminating the second tier on the building. Code allows deviation. The code is arbitrary because a molding stripe would not comply, but a vinyl one would. He would like to see some branding remain to identify the site. One alternative would be to remove the banding from the building but leave it on the canopy. Some logos can be dropped to save space.

MOTION: by Commissioner McCool, seconded by Commissioner Proud to table this application to allow the applicant to revise plans to show alternatives and to extend the review period to 120 days.

VOTE: Ayes - 6 Nays - 0

**PUBLIC HEARING - TEXT AMENDMENT - RESIDENTIAL SETBACK REGULATIONS**

FILE NO.: 2433-11-26  
APPLICANT: CITY OF SHOREVIEW  
LOCATION: CITY WIDE

City Attorney Filla stated that proper notice has been given for the public hearing.

In lieu of a presentation and the fact that there was no further taping capacity for this meeting, Chair Solomonson opened the public hearing because it was noticed.

MOTION: by Commissioner Schumer, seconded by Wenner to table the public hearing.

VOTE: Ayes - 6 Nays - 0

**MISCELLANEOUS**

**City Council Assignments**

Commissioners Ferrington and Schumer will respectively attend the April 1st and April 15th City Council meetings.

**ADJOURNMENT**

MOTION: by Commissioner Schumer, seconded by Commissioner Ferrington to adjourn the meeting at 11:02 p.m.

PROPOSED MOTION

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

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

to approve Resolution No. 13-60 reducing the following escrows:

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

756 County Road I	Dotson LLP	\$ 1,000.00
4744 Cumberland St	Accent Homes	\$ 3,000.00
3588 Owasso St	Classic Construction	\$ 1,000.00
707 Maple Pond Ct	Mark and Linda Herrick	\$ 1,000.00

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

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

REGULAR COUNCIL MEETING  
JULY 1, 2013

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: THOMAS L. HAMMITT  
SENIOR ENGINEERING TECHNICIAN



DATE: JUNE 27, 2013

SUBJECT: DEVELOPER ESCROW REDUCTIONS

### INTRODUCTION

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

### BACKGROUND

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

756 County Road I	Erosion control completed
4744 Cumberland St	Erosion & Grading Certification completed
3588 Owasso St	Erosion control completed
707 Maple Pond Ct	Erosion control completed

### RECOMMENDATION

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

756 County Road I	Dotson LLP	\$ 1,000.00
4744 Cumberland St	Accent Homes	\$ 3,000.00
3588 Owasso St	Classic Construction	\$ 1,000.00
707 Maple Pond Ct	Mark and Linda Herrick	\$ 1,000.00

**\*PROPOSED\***

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

**HELD JULY 1, 2013**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on July 1, 2013 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. 13-60**

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

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

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

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

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

756 County Road I	Dotson LLP	\$ 1,000.00
4744 Cumberland St	Accent Homes	\$ 3,000.00
3588 Owasso St	Classic Construction	\$ 1,000.00
707 Maple Pond Ct	Mark and Linda Herrick	\$ 1,000.00

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 1<sup>st</sup> day of July, 2013.



# Proposed Motion

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

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

To approve the Purchase Agreement for the City acquisition of the Richard McGuire property at 3339 Victoria Street North for the amount of \$210,895, subject to the terms and conditions outlined in said agreement and contingent upon execution of a mortgage as security to the City for the payment of earnest money provided the Seller prior to closing.

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

**To:** Mayor and City Council Members

**From:** Tom Simonson  
Assistant City Manager and Community Development Director

**Date:** June 27, 2013

**Re:** Approval of Purchase Agreement for Property at 3339 Victoria Street

---

### **Introduction**

The City Council is being requested to approve a purchase agreement for the City acquisition of a blighted residential property located at 3339 Victoria Street North. The Council had previously authorized the commencement of condemnation action against the property owned by Richard McGuire. The property has been a long-standing property maintenance and public nuisance issue and the City has determined that acquisition is in the public interest to effect the removal of existing unsafe, hazardous and blighted conditions that continue to negatively impact the neighborhood and community. City staff has negotiated a purchase agreement with the property owner that if approved, would result in the acquisition, clean-up and redevelopment of the property. Terms of the proposed purchase agreement presented for consideration are outlined in this report.

### **Background**

**Past Court Actions.** For over two decades, the City has been engaged in code enforcement actions and lawsuits regarding the blighted conditions of this property. The blighted conditions have included exterior property maintenance, with the outside storage of refuse, inoperable vehicles and materials, weeds/vegetative growth, motor vehicle and trailer storage, dilapidated and hazardous buildings. The legal actions have resulted in various Court orders that allowed the



City to abate non-compliant nuisance conditions existing on the property. In 1999, the City entered the property and removed vehicles, equipment, and debris/materials that were stored in violation of City regulations. The abatement costs were not paid by the property owner and were added to the property taxes as a special assessment, in accordance with the Court order.

The assessments for clean-up and past due property taxes to Ramsey County led to the property falling into forfeiture in 2000 and a Confession of Judgment was executed requiring the property owner to agree to a payment plan, which he has complied with over the past decade.

In addition to the repayment of delinquent taxes and costs of the City abatement actions, the property owner has also been consistently delinquent on payment of the City's utility charges, including other fees and penalties for being non-compliant with the Inflow/Infiltration regulations.

**Property Conditions.** Pursuant to the Orders of the Court, regular inspections of the property are conducted by City personnel. Inspections have identified serious non-compliant exterior storage and numerous major housing maintenance/building code violations, including:

Property Maintenance – Junk, debris, tires, tools and household goods were found to be stored outdoors in the side and rear yards outside of a fully enclosed building.



Housing Maintenance – The structures, including the dwelling, are hazardous due to inadequate maintenance, dilapidation, and unsanitary condition. Exterior structure conditions include deteriorating roof materials, damaged siding, decaying fascia and soffits and broken windowpanes and rotted siding.

The interior of the home has inadequate plumbing, heating and electrical systems, obstructions prohibiting safe access or means of escape, defects in the walls, flooring and stairways, lack of fire safety, excessive storage and cleanliness issues.

As a result of an administrative search warrant obtained by the City to inspect the interior conditions of the home, the structure was posted “uninhabitable” by the Building Official with concurrence of the Fire Marshal on March 25, 2013.

**Condemnation Action.** The City Council held a public hearing on April 15<sup>th</sup> of this year, pursuant to State law, and subsequently took action on May 20<sup>th</sup> to formally authorize the condemnation of the property with the adoption of Resolution No. 13-49. Based on this action, the City must file a petition to the District Court seeking a court order to take possession of the property. While condemnation action was authorized, the Council also directed that City staff continue negotiation efforts to gain an agreement to purchase the property with Mr. McGuire.

## Purchase Agreement

With the consent of the City Council and Economic Development Authority, for the past two-plus years City staff has made efforts to negotiate the purchase of the property. Several years ago, the City applied for and was awarded a grant in the amount of \$139,042 from Ramsey County through the Federal HUD Community Development Block Grant program to be used towards the acquisition and redevelopment the property. The CDBG grant requires the redevelopment incorporate some level of affordability with the new housing units. Once the City secures ownership control of the property, a process would begin to seek a qualified non-profit housing developer and work with the surrounding neighbors to prepare a redevelopment plan for the property.

After considerable discussions and draft revisions by the City Attorney's office, the City and property owner finally agreed to terms of the purchase, with Mr. McGuire signing the purchase agreement last week. Attached for your review is the signed Purchase Agreement, and the key terms outlined below along with comments:

→ **Purchase Price: \$210,895**

An appraisal prepared on behalf of the City (required by the condemnation rules) determined a value of \$150,000 for the property. This report was completed over six months ago, with the current land value likely having increased with the improving market conditions.

Condemnation action will require fair value plus relocation compensation to the owner, when factored along with associated legal expenses could reach or exceed the proposed purchase price. It is also likely that the District Court would consider the personal financial situation and other circumstances of the property owner, which could increase costs to the City under a condemnation action.

The Purchase Agreement terms includes providing the Seller upfront earnest money upon execution of the agreement and completion of the due diligence period in the amount of \$50,000. This earnest payment was strongly requested by the property owner to provide financing to place a down payment on the purchase of a property, cover moving/relocation costs, and first two months rent on the contract for deed he will execute for the new property. To ensure that the City is protected with paying the Seller money upfront prior to closing, the City Attorney is suggesting a mortgage be obtained by the property owner in favor of the City. The remainder of the purchase amount would be paid to the Seller at the time of closing.

→ **Closing Date: September 30, 2013**

The Seller had sought a closing date of October 31<sup>st</sup> to allow time to remove and relocate his property. Given the conditions of the property and that the owner cannot reside in the home, the City has established a closing date of no later than September 30<sup>th</sup>. Condemnation action would likely not allow the City to complete ownership for 90-days from petition hearing, which equates roughly to the proposed closing date. As we have indicated to the property owner, the closing could occur sooner.

→ **Confession of Judgment/Assessments/Delinquencies**

In order for a purchase to go forward, the issues relating to the Confession of Judgment and other outstanding delinquencies must be remedied. While the property owner has complied with the 10-year payback schedule with Ramsey County, there are debts still owed for past clean-up assessments in favor of the City and property taxes back to the County. Mr. McGuire will be responsible for paying any outstanding taxes owed to the County by the time of closing. The Purchase Agreement provides that the City will notify the County upon execution of the agreement to waive remainder of City owed judgment (estimated at approximately \$8,000) and is due for payment by July 31<sup>st</sup>. The City would also waive any outstanding utility charges and penalties that have not been previously assessed to the Seller (currently estimated at \$1,054).

→ **Salvage and Demolition**

The Purchase Agreement is contingent upon the City having a 30-day inspection period to conduct an environmental review, property survey and soil borings. As part of the HUD rules governing CDBG funding, environmental assessment documentation must be prepared. There is also an existing well on the site that must be capped and removed by the City.

Additionally, the Seller has requested a certain time period between execution of the Purchase Agreement and closing date to salvage and remove agreed upon items from the property so long as the house is secured and public safety is not compromised. The City also agrees to have the hired demolition contractor remove and salvage structural steel I-beams to provide the Seller. To assist with removal of items and general clean-up, the City will also provide a large dumpster on-site for the property owner to utilize. All agreed upon salvaged items must be removed by the Seller and at his expense prior to the closing.

→ **Acquisition Financing**

As stated earlier, the City anticipates utilizing the CDBG grant of \$139,042 towards the purchase of the property. The remainder of the costs associated with the purchase, environmental work, demolition of the structures and restoration of the site will be paid for through existing tax increment funds. It is hoped that some of the costs to the City can be recovered as part of a resale of the property to a developer.

The City Attorney's office is preparing the mortgage document for the security and a Title Commitment to protect the City's interests in the transaction.

**Recommended Action**

The Economic Development Authority reviewed the proposed Purchase Agreement at their meeting on June 17<sup>th</sup>, and voted 4-0 to recommended approval. Attached is an excerpt of the meeting minutes that pertains to the discussion. Staff also recommends approval of the Purchase Agreement for the acquisition of the Richard McGuire property at 3339 Victoria Street North.

[EXCERPT]

**SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY  
MEETING MINUTES  
June 17, 2013**

**Review Purchase Agreement Terms for Richard McGuire Property at 3339 Victoria Street**

Simonson announced that as of earlier today, Mr. McGuire has finally signed a purchase agreement with the City for a price of \$210,895. The appraised value earlier this year was \$150,000, which Mr. McGuire accepted without undertaking his own appraisal as allowed by condemnation rules. Simonson said the proposed purchase price is considerably higher than the appraised value but noted that property values are rising again and any condemnation acquisition will require the City provide relocation. Simonson said in consulting with the City Attorney's office, additional legal expenses and favorable relocation award to Mr. McGuire could push the cost of the condemnation close to if not higher than the agreed upon price.

Simonson proceeded to review the key terms of the tentative agreement. Mr. McGuire is seeking \$50,000 up front to pay for 20% down on another property, cover moving expense and the first two monthly payments require on the new property which would be purchased as a contract for deed. The City will need assurance he will not back out of the agreement once an up-front sum is paid, and staff is working with the City Attorney. The closing date is scheduled for September 30, 2013.

Since 2003 or 2004, Mr. McGuire has complied with a Confession of Judgment making regular payments on schedule to Ramsey County for City assessments. He will be required to pay remaining back taxes to the County. Upon execution of the agreement by the City Council, the City will notify Ramsey County of a waiver for the remainder of the judgment, which would be \$8,000. The City has also agreed to waive existing utility charges that have been assessed. Mr. McGuire plans to salvage anything he can from the property. The City is not liable for any injury. If doors and windows are removed, the property must be secured.

Staff also recently confirmed the City still has a grant from Ramsey County in the amount of \$139,000 to assist with the purchase of this property. With this grant is an obligation to redevelop with an affordable housing component. The City would utilize tax increment funds to cover the remainder of the purchase and clean-up of the property. There is an opportunity to create at least two or three residential lots, and staff will be seeking non-profit developers interested in working with the City and neighborhood on a development plan.

There was strong support expressed by EDA Board Members to complete an amicable negotiation that serves both the property owner's and community's interests and acceptance of the terms. The Board offered congratulations to Mr. Simonson for securing a deal and the patience in working with the property owner.

**MOTION:** by Marsh, seconded by Johnson, to accept the terms of the proposed purchase agreement signed by Mr. Richard McGuire, subject to the City Attorney's review and any necessary revisions.

Discussion:

Quigley expressed concern about future finagling and negotiating by Mr. McGuire. Mr. Simonson stated that he believes Mr. McGuire understands that his signature on the purchase agreement is binding once the City formally approves and he also realizes through purchase or condemnation there soon will be an end to the process.

Johnson stated her concern about Mr. McGuire's continued presence on the property. Simonson responded that the City probably is limited in preventing him from sleeping in his van and salvaging what he can from the property. The house structure has been deemed uninhabitable for overnight and extending living. Mr. McGuire has assured the City and Sheriff's he is not residing overnight on the property.

**VOTE:** Ayes - 4 Nays - 0

VACANT LAND PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2012 Minnesota Association of REALTORS®, Edina, MN

1. Date 06/17/13
2. Page 1 of 11

3. RECEIVED OF City Of Shoreview
4.
5. the sum of Fifty Thousand Dollars (\$ 50,000.00 )
6. by CHECK CASH NOTE as earnest money to be deposited upon Final Acceptance of Purchase
7. Agreement by all parties, on or before the third Business Day after Final Acceptance, in the trust account of
8. listing broker, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not
9. accepted by Seller.
10. Said earnest money is part payment for the purchase of the property located at
11. Street Address: 3339 Victoria Street North
12. City of Shoreview, County of Ramsey State of Minnesota, legally
13. described as PIN 35.30.23.42.0031
14.
15. including all fixtures, if any, INCLUDING EXCLUDING all emblements within the property at the time of this
16. Purchase Agreement, if any, and INCLUDING EXCLUDING the following personal property, if any,
17. See attached addendum
18.
19.
20. all of which property Seller has this day agreed to sell to Buyer for the sum of (\$ 210,895.00 )
21.
22. Two Hundred Ten Thousand Eight Hundred Ninety-Five Dollars,
23. which Buyer agrees to pay in the following manner:
24. 1. Cash of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
25. money; PLUS
26. 2. Financing of 0 percent (%) of the sale price, which will be the total amount secured against this property
27. to fund this purchase.
28. Such financing shall be a first mortgage contract for deed or a first mortgage with subordinate
29. financing, as described in the attached Addendum:
30. Conventional FHA DVA Assumption Contract for Deed Other:
31.
32. The date of closing shall be September 30 October 31st, 20 13
33. This Purchase Agreement IS IS NOT subject to a Contingency Addendum for sale of Buyer's property. (If
34. answer is IS, see attached Addendum.) (If answer is IS NOT, the closing of Buyer's property, if any, may still affect
35. Buyer's ability to obtain financing, if financing is applicable.)
36. This Purchase Agreement IS IS NOT subject to cancellation of a previously written purchase agreement dated
37. , 20 . (If answer is IS, said cancellation shall be obtained
38. no later than , 20 .

VACANT LAND PURCHASE AGREEMENT

39. Page 2 Date 06/17/13

40. Property located at 3339 Victoria Street North, Shoreview, mn 55126

41. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall
42. immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money
43. paid hereunder to be refunded to Buyer.)

44. SPECIAL CONTINGENCIES: This Purchase Agreement is subject to the following contingencies, and if the
45. contingencies checked below are not satisfied or waived, in writing, by Buyer by July 15th, 2013,
46. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a Cancellation of
47. Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to
48. Buyer.

49. (Select appropriate options a-i.)

50. [X] (a) [X] BUYER [ ] SELLER shall provide a certificate of survey of the property, at [X] BUYER [ ] SELLER
expense. (Check one.)

51. [ ] (b) Buyer obtaining approval of city/township of proposed building plans and specifications at
52. [ ] BUYER [ ] SELLER expense. (Check one.)

53. [ ] (c) Buyer obtaining approval of city/township of proposed subdivision development plans at
54. [ ] BUYER [ ] SELLER expense. (Check one.)

55. [ ] (d) Buyer obtaining approval of city/township for rezoning or use permits at [ ] BUYER [ ] SELLER expense. (Check one.)

56. [ ] (e) Buyer obtaining, at [ ] BUYER [ ] SELLER expense, percolation tests which are acceptable to Buyer. (Check one.)

57. [X] (f) Buyer obtaining, at [X] BUYER [ ] SELLER expense, soil tests which indicate that the property may be
58. improved without extraordinary building methods or cost. (Check one.)

59. [ ] (g) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision
60. covenants and approval of the architectural control committee.

61. [ ] (h) Buyer obtaining, at [ ] BUYER [ ] SELLER expense, copies of all covenants, reservations and restrictions
62. affecting the property. (Check one.)

63. [ ] (i) Other:
64.
65.
66.

67. Seller's expenses for these contingencies (if any) shall not exceed \$ .00

68. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a

69. [X] Warranty Deed or [ ] Other: Deed joined in by spouse, if any, conveying marketable title, subject to
(Check one.)

- 70. (a) building and zoning laws, ordinances, state and federal regulations;
71. (b) restrictions relating to use or improvement of the property without effective forfeiture provisions;
72. (c) reservation of any mineral rights by the State of Minnesota;
73. (d) utility and drainage easements which do not interfere with existing improvements;
74. (e) rights of tenants as follows (unless specified, not subject to tenancies):
75. ; and

76. (f) others (must be specified in writing):
77.
78.

VACANT LAND PURCHASE AGREEMENT

79. Page 3 Date 06/17/13

- 80. Property located at 3339 Victoria Street North, Shoreview, mn 55126 .
- 81. Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and
- 82. interest.
- 83.  BUYER SHALL PAY  SELLER SHALL PAY on date of closing any deferred real estate taxes  
 (Check one.)
- 84. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.
- 85.  BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING  SELLER SHALL PAY ON  
 (Check one.)
- 86. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and
- 87. payable in the year or closing.
- 88.  BUYER SHALL ASSUME  SELLER SHALL PAY on date of closing all other special assessments levied as  
 (Check one.)
- 89. of the date of this Purchase Agreement.
- 90.  BUYER SHALL ASSUME  SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as  
 (Check one.)
- 91. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
- 92. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
- 93. assessments or less, as required by Buyer's lender.)
- 94. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
- 95. which is not otherwise herein provided.
- 96. As of the date of this Purchase Agreement, Seller represents that Seller  HAS  HAS NOT received a notice  
 (Check one.)
- 97. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
- 98. against the property. Any such notice received by Seller after the date of this Purchase Agreement and before
- 99. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and
- 100. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
- 101. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
- 102. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
- 103. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
- 104. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and
- 105. directing all earnest money paid hereunder to be refunded to Buyer.
- 106. Buyer shall pay  PRORATED FROM DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate  
 (Check one.)
- 107. taxes due and payable in the year 20 13 .
- 108. Seller shall pay,  PRORATED TO DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate taxes  
 (Check one.)
- 109. due and payable in the year 20 13 . If the closing date is changed, the real estate taxes paid shall, if prorated,
- 110. be adjusted to the new closing date.
- 111. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
- 112. is not otherwise herein provided. No representations are made concerning the amount of subsequent real estate
- 113. taxes.
- 114. POSSESSION: Seller shall deliver possession of the property no later than 9/30/13 10/31/13 after closing.
- 115. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property
- 116. by possession date.
- 117. PRORATIONS: All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and
- 118. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
- 119. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

## VACANT LAND PURCHASE AGREEMENT

120. Page 4 Date 06/17/13

121. Property located at 3339 Victoria Street North, Shoreview, mn 55126
122. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance of this Purchase Agreement,  
123. Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches  
124. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer  
125. or Buyer's designated title service provider:
126. (1) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write  
127. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs  
128. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title  
129. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if any.  
130. Seller shall surrender a copy of any owner's title insurance policy and Abstract of Title, if in Seller's possession or  
131. control, for this property to Buyer or Buyer's designated title service provider.
132. (2) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract (RPA) certified to date  
133. if Registered (Torrens) property. Seller shall pay for the abstracting or RPA costs and surrender any abstract for  
134. this property in Seller's possession or control to Buyer or Buyer's designated title service provider. If property is  
135. Abstract and Seller does not have an Abstract of Title, Option (1) will automatically apply.
136. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not  
137. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in  
138. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer  
139. and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may declare  
140. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other  
141. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,  
142. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
143. directing all earnest money paid hereunder to be refunded to Buyer.
144. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all  
145. subdivision expenses and obtain all necessary governmental approvals. This provision deals with the necessity of  
146. subdividing land to complete the sale of the property described herein in contrast to the subdivision provision of lines  
147. 54-55 which deals with the future development plans of Buyer. Seller warrants the legal description of the real property  
148. to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a  
149. right of access to the property from a public right of way. These warranties shall survive the delivery of the deed or  
150. contract for deed.
151. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,  
152. materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing.
153. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation  
154. proceedings or violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller  
155. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any  
156. such notices received by Seller shall be provided to Buyer immediately.
157. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage or acreage of land or improvements provided  
158. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of  
159. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
160. **ACCESS:** Seller agrees to allow Buyer reasonable access to the property for performance of any surveys, inspections  
161. or tests or for water, sewer, gas or electrical service hookup as agreed to herein. Buyer shall restore the premises to  
162. the same condition it was in prior to the surveys, inspections or tests and pay for any restoration costs relative thereto.
163. **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing for  
164. any reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property  
165. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's  
166. option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,  
167. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
168. directing all earnest money paid hereunder to be refunded to Buyer.
169. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.



# VACANT LAND PURCHASE AGREEMENT

215. Page 6 Date 06/17/13

216. Property located at 3339 Victoria Street North, Shoreview, mn 55126

217. **ENVIRONMENTAL CONCERNS:** To the best of the Seller's knowledge there are no hazardous substances or  
218. underground storage tanks, except where herein noted.

219. \_\_\_\_\_

220. \_\_\_\_\_

221. \_\_\_\_\_

222. **PLEASE NOTE:** Buyer may incur additional charges improving the property, including, but not limited to, hookup and/  
223. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road  
224. access, curb cuts, utility connection and connecting fees; and tree planting charges.

225. SELLER CERTIFIES, TO THE BEST OF SELLER'S KNOWLEDGE, WHETHER ANY OF THE FOLLOWING  
226. PRESENTLY EXIST WITHIN THE PROPERTY:

227. Connection to public water?  Yes  No

228. Connection to public sewer?  Yes  No

229. Connection to private water system off property?  Yes  No

230. Connection to electric utility?  Yes  No

231. **(Check appropriate boxes.)**

232. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

233. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

234. SELLER CERTIFIES THAT SELLER  **DOES**  **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT  
-----*(Check one.)*-----

235. SYSTEM ON OR SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit,  
236. see *Subsurface Sewage Treatment System Disclosure Statement*.)

237. **PRIVATE WELL**

238. SELLER CERTIFIES THAT SELLER  **DOES**  **DOES NOT** KNOW OF A WELL ON OR SERVING THE  
-----*(Check one.)*-----

239. PROPERTY. (If answer is **DOES** and well is located on the property, see *Well Disclosure Statement*.)

240. THIS PURCHASE AGREEMENT  **IS**  **IS NOT** SUBJECT TO A *SUBSURFACE SEWAGE TREATMENT SYSTEM*  
-----*(Check one.)*-----

241. *AND WELL INSPECTION CONTINGENCY ADDENDUM*. (If answer is **IS**, see attached *Addendum*.)

242. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**  
243. **RECEIVED A WELL DISCLOSURE STATEMENT AND/OR A SUBSURFACE SEWAGE TREATMENT SYSTEM**  
244. **DISCLOSURE STATEMENT.**

245. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**  
246. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**  
247. **PURCHASE AGREEMENT.**

248. BUYER HAS RECEIVED A *(check any that apply)*:  *VACANT LAND DISCLOSURE STATEMENT* OR A  
249.  *SELLER'S DISCLOSURE ALTERNATIVES FORM*.

250. **DESCRIPTION OF PROPERTY CONDITION:** See *Vacant Land Disclosure Statement* or *Seller's Disclosure*  
251. *Alternatives* for description of disclosure responsibilities and limitations, if any.

252. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

253. BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING THE  
254. CONDITION OF THE PROPERTY.

VACANT LAND PURCHASE AGREEMENT

255. Page 7 Date 06/17/13

256. Property located at 3339 Victoria Street North, Shoreview, mn 55126

257. **NOTICE**

258. \_\_\_\_\_ is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
 (Licensee) \_\_\_\_\_ (Check one.)

259. \_\_\_\_\_  
 (Real Estate Company Name)

260. \_\_\_\_\_ is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
 (Licensee) \_\_\_\_\_ (Check one.)

261. \_\_\_\_\_  
 (Real Estate Company Name)

262. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

263. **DUAL AGENCY REPRESENTATION**

264. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

265.  Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 266-282.*

266.  Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 267-282.*

267. Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a  
 268. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because  
 269. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for  
 270. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).  
 271. Seller(s) and Buyer(s) acknowledge that

272. (1) confidential information communicated to Broker which regards price, terms or motivation to buy or sell will  
 273. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other  
 274. information will be shared;

275. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and  
 276. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of  
 277. the sale.

278. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker  
 279. and its salesperson to act as dual agents in this transaction.

280. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

281. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

282. Date \_\_\_\_\_ Date \_\_\_\_\_

283. OTHER:

284. Purchaser shall be considered to have purchased the property in its  
 285. then-existing "As-is" condition, and with all faults; and release Seller  
 286. from all other claims relating to indebtedness concerning the Property.

287. Seller warrants and represents that it has dealt with no realtor or  
 288. broker in connection with this transaction and will indemnify, defend  
 289. and hold harmless Purchaser against any claim made by an agent or broker  
 for a commission or fee based on acts or agreements of seller.

290. Upon approval and execution of Purchase Agreement and after 30-day  
 inspection period the City will deposit \$50,000.00 with the seller.

291.



VACANT LAND PURCHASE AGREEMENT

292. Page 8 Date 06/17/13

293. Property located at 3339 Victoria Street North, Shoreview, mn 55126

294. ADDENDA AND PAGE NUMBERING: Attached addenda are a part of this Purchase Agreement.
295. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).
296. NOTE: Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should
297. not be part of the page numbering.

298. I, the owner of the property, accept this Purchase Agreement and authorize the listing broker to withdraw
299. said property from the market, unless instructed otherwise in writing.
300. I have reviewed all pages of this Purchase Agreement.
301. I agree to purchase the property for the price and on the terms and conditions set forth above.
302. I have reviewed all pages of this Purchase Agreement.
303. If checked, this Agreement is subject to attached Counteroffer Addendum.
304. I have reviewed all pages of this Purchase Agreement.

305. X [Signature] 06-17-2013 (Seller's Signature) (Date) X (Buyer's Signature) (Date)

306. X (Seller's Printed Name) X (Buyer's Printed Name)

307. X (Marital Status) X (Marital Status)

308. X (Seller's Signature) (Date) X (Buyer's Signature) (Date)

309. X (Seller's Printed Name) X (Buyer's Printed Name)

310. X (Marital Status) X (Marital Status)

311. FINAL ACCEPTANCE DATE: The Final Acceptance Date
312. is the date on which the fully executed Purchase Agreement is delivered.

313. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
314. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

315. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION
316. DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL,
317. VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.
318. SELLER(S) BUYER(S)
319. SELLER(S) BUYER(S)



**ADDENDUM TO PURCHASE AGREEMENT**

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1. Date 06/17/13

2. Page 9

3. Addendum to Purchase Agreement between parties, dated June 17th, 2013, pertaining to the  
4. purchase and sale of the property at 3339 Victoria Street North  
5. Shoreview, mn 55126

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language  
7. in this Addendum shall govern.  
8. Purchaser shall be considered to have purchased the property in its then-existing "As-is" condition, and with all faults; and release Seller from all other claims relating to indebtedness concerning the Property.

9. Seller warrants and represents that it has dealt with no realtor or broker in connection with  
10. this transaction and will indemnify, defend and hold harmless Purchaser against any claim made by an agent or broker for a commission or fee based on acts or agreements of seller.

11. Upon approval and execution of Purchase Agreement and after 30-day inspection period the City  
12. will deposit \$50,000.00 with the seller.

13. 1. All terms and conditions set forth in this Addendum shall be incorporated with and become a  
14. part of the Purchase Agreement set forth above. In the event of any conflict between language contained in this Addendum and any other provisions of the Purchase Agreement, the language set forth in this Addendum shall govern and shall supersede any conflicting provisions set forth in the Purchase Agreement.

15. 2. Buyer, at Buyer's expense, shall hire a licensed well contractor to cap the existing well in a  
16. manner that conforms to the regulatory requirements of the Minnesota Department of Health. If in the process the well contractor retrieves the well pump and pump casing, the contractor shall set the well pump and casing aside. The Seller shall have the right to retrieve the well pump and casing as long as the retrieval occurs 10 days prior to closing as required in Section 5 of this Addendum.

17. 3. Seller shall have the right to remove all personal property as well as the fixtures set forth below:

18. a) Three sliding patio doors, one at backside and two at south side of home, front door facing Victoria Street and windows from front porch, all aluminum storm windows, electrical fixtures, breaker box and accessories, plumbing fixtures and accessories, heating ducts, wood furnace and natural gas furnace, water heater, and garage windows.

19. 4. In removing the fixtures set forth above, the Seller shall do so in a safe manner and in conformance with proper construction standards. No structural components of the house shall be removed and all work shall be done in a manner which does not compromise the structural integrity of the home and garage.

20. 5. Seller shall complete removal of all personal property, well pump and casement, and fixtures pursuant to the provisions set forth above no later than ten (10) days prior to closing (Removal Date-). Any personal property or fixtures remaining on the property after the Removal Date shall become the sole property of the Buyer and Seller shall make no further efforts to remove the property described above.

21.

22.

23. [Signature] 06-17-2013  
31. (Seller) (Date) (Buyer) (Date)

32. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

33. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.  
34. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

**ADDENDUM TO PURCHASE AGREEMENT**

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1. Date 06/17/13

2. Page 10

3. Addendum to Purchase Agreement between parties, dated June 17th, 2013, pertaining to the  
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5. Shoreview, mn 55126

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language  
7. in this Addendum shall govern.

8. 6. It is hereby understood that Seller wishes to salvage the steel I-beams and support posts  
9. located in the garage and home (collectively referred to as Steel-). To the extent said Steel can  
10. be salvaged during Buyer's demolition of improvements on the property at no additional cost to  
11. Buyer, this Steel shall be set aside for the Seller. Buyer hereby makes no representations or  
12. warranties regarding the condition of the Steel subsequent to its removal during demolition.  
13. Seller agrees to accept the Steel in As Is- condition. Seller shall also remove the Steel within  
14. ten (10) days of Buyer notifying Seller that the Steel is available for removal. If Buyer has not  
15. removed the Steel within said ten (10) day period, the rights of removal shall terminate and the  
16. Steel may be disposed of in any manner chosen by the Buyer at Buyer's sole discretion.

17. 7. In the event the Seller's activities in removing personal property and fixtures creates an  
18. opening in the exterior which would allow any animals or individuals to enter any improvement  
19. located on the property, the Seller shall immediately secure all openings with plywood to insure  
20. public safety and secure the property against trespass by any third person, especially children.  
21. If Seller fails to secure said openings, the Buyer shall have the right to do so and charge the  
22. Seller for the costs incurred in securing said openings.

23. 8. Regarding all utility charges due the Buyer from the Seller for the property, the Buyer hereby  
24. agrees to waive said charges as well as all delinquencies, Utility charges, special assessment  
25. interest, and penalties attached thereto.

26. 9. Buyer, at Buyer's expense, shall provide Seller with one 20 cubic yard dumpster. These costs  
27. shall include the cost of delivery as well as removal of the dumpster. Seller shall not deposit  
28. in the dumpster any household waste or hazardous waste which may require special treatment.

29. 10. Any loss or damage to the property between the date hereof and the date of closing for any  
30. reason, including fire, vandalism, flood, earthquake or act of God, the risk of said loss shall  
31. be on the Seller. However, said loss or damage shall not be a basis for Buyer terminating this  
32. Purchase Agreement. To the extent Seller receives any insurance proceeds arising from loss or  
33. damage to the property, said proceeds shall be deducted from the Purchase Price as set forth in  
34. Line 20 of Page 1 of the Purchase Agreement. Due to the fact that Seller shall maintain control  
35. of the property until closing date, Seller hereby agrees to indemnify and hold Buyer harmless  
36. from any and all claims, losses, damage, expense (including reasonably attorney's fees), or  
37. liability relating to personal injury or property damage which may occur on the property. That  
38. all risks of personal injury or property damage remain the sole responsibility of the Seller  
39. until the date of closing. However, to the extent said personal injury or property damage is due  
40. to the Buyer's entry upon the property or performance of any test or inspections allowed under  
41. this Purchase Agreement, Buyer shall, subject to statutory limitations on municipal liability,  
42. indemnify and hold Seller harmless from said personal injury or property damage.

28.  
29.  
30.

31. *Richard J McLean* 06-17-2013  
(Seller) (Date) (Buyer) (Date)

32. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**  
34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**ADDENDUM TO PURCHASE AGREEMENT**

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1. Date 06/17/13

2. Page 11

3. Addendum to Purchase Agreement between parties, dated June 17th, 2013, pertaining to the  
4. purchase and sale of the property at 3339 Victoria Street North  
5. Shoreview, mn 55126

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language  
7. in this Addendum shall govern.

8. 11. Buyer agrees that to the extent it is possible, Buyer shall notify Ramsey County of  
9. Buyer's purchase of the property and shall assist the Seller in obtaining a waiver of the  
10. remaining balance of the Confession of Judgment executed on July 31, 2012.

11. 12. In the event either Buyer or Seller default in their performance of any term or  
12. condition contained in this Addendum, then in that event, the sole remedy due either  
13. Buyer or Seller shall be a legal action seeking performance of this Contract or in the  
14. alternative, money damages.

15. 13. All costs incurred by the Buyer during Buyer's demolition of the improvements located  
16. on the property relating to removal and mitigation of hazardous waste shall be the sole  
17. expense of the Buyer. Removal of all other hazardous waste shall be the sole  
18. responsibility of Seller. To the best of Seller's knowledge, and except as disclosed in  
19. the Seller's Documents, the Property is in compliance with all applicable laws, including  
20. federal laws, has not been used for storage or dispose of any hazardous or toxic  
21. substance, and the property is not in violation of any federal, state, or local statutes,  
22. ordinances, or regulations concerning the disposal or storage of hazardous or toxic  
23. substance.

24. 14. The Seller hereby represents to Buyer that to the best of Seller's knowledge,  
25. Methamphetamine has never been manufactured or distributed on the Property.

26. 15. Seller and Buyer hereby agree to waive all disclosure requirements set forth in Minn.  
27. Stat. §§ 513.52 - 513.60.

28. 16. The parties hereto acknowledge that Seller has received a Condemnation Notice from  
29. Buyer.

30. 17. Seller hereby acknowledges that Buyer is a municipal corporation organized under the  
31. laws of the State of Minnesota and is therefore bound by said statutes. That said  
32. Purchase Agreement must be approved by the City Council of the Buyer. The Buyer shall not  
33. be bound by the terms and conditions set forth in the Purchase Agreement and Addendums  
34. attached thereto until such time as the City Council has adopted a Resolution approving  
35. the Purchase Agreement and Addendums attached thereto.

36. 18. That this Addendum represents the entire understanding between Seller and Buyer. All  
37. prior oral or written agreements are hereby declared null and void.

38.

39.

40. *X [Signature] 06-17-2013*  
41. \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)  
42. (Seller) (Buyer)

43. \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)  
44. (Seller) (Buyer)

45. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**  
46. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

## PROPOSED MOTION

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

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

To approve the Wireless Telecommunications Facility Permit (WTFP) application for Verizon Wireless LLC/Buell Consulting to install a 75-foot monopole and equipment within a leased area at Sitzer Park, 4344 Hodgson Road, and to authorize the execution of the ground lease for this site, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
3. This approval is contingent upon the City Council authorizing the lease with Verizon Wireless LLC, including the 20 by 60 foot monopole and equipment lease area, and easements for access and utilities. These easements shall be non-exclusive.
4. The plan shall be revised so that the lease area and shelter are located at the NW corner of the hockey rink and uses a turf surface. The monopole location shall approximate the location of the existing light standard, and the shelter shall be south of the monopole oriented along a north-south axis.
5. The monopole height, including antennae, shall not exceed 75-feet above existing ground level.
6. The conduit from the equipment shelter to the monopole shall be routed underground.
7. The site is subject to confirmation that RF emissions conform to FCC requirements. Verizon shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
8. A landscape plan shall be submitted that includes conifers along the west park boundary and screening for the shelter when viewed from the north, subject to approval of the Building and Ground Superintendent. A

landscape surety shall be submitted to insure the installation of the landscape materials.

9. Upon completion of construction of the WTF, vehicle access for normal maintenance shall be limited to the parking area, unless otherwise approved by the Building and Grounds Superintendent.
10. 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 4:00PM 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).
11. The applicant shall enter into a Wireless Telecommunications Facility Agreement with the City.

Said approval is based on the following findings of fact:

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

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

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

*Regular City Council Meeting  
July 1, 2013*

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

**FROM:** Rob Warwick, Senior Planner

**DATE:** June 27, 2013

**SUBJECT:** WIRELESS TELECOMMUNICATIONS FACILITY PERMIT APPLICATION,  
VERIZON WIRELESS LLC, 4344 HODGSON ROAD (SITZER PARK), FILE  
NO. 2484-13-11

### **INTRODUCTION**

Paul Harrington of Buell Consulting, on behalf of Verizon Wireless LLC, has submitted an application for a Wireless Telecommunications Facility (WTF) Permit to install a 75-foot monopole and antennae to be located in Sitzer Park, 4344 Hodgson Road. The permit will also allow the ground installation of a 12- by 30-foot prefabricated shelter for the equipment cabinets and an emergency power generator. The park is located in the Telecommunications Overlay District - Two (TOD-2), where WTF towers are permitted with a maximum 75-foot height. The application was complete May 22, 2013.

A ground lease is also being presented to the City Council for review and approval. The lease encompasses a 20 by 60 foot area near the northwest corner of the existing hockey rink. The monopole and communications equipment shelter will be located on this leased property.

The proposed monopole has a diameter of about 36 inches at the base tapering to 28-inches at the top, and uses a 'stealth' design incorporating the antennae within the monopole. It will replace an existing 50-foot steel light pole, which has a diameter of about 10 inches. The existing hockey rink lights will be mounted at the 50-foot level on the new Cor-Ten steel monopole. All of the equipment cabinets will be housed in a pre-fabricated equipment shelter. The shelter will be finished with materials to match the existing park building. Landscaping will be installed to provide screening of the equipment shelter and the monopole base. See the attached plans.

### **DEVELOPMENT CODE REQUIREMENTS**

The Development Code requirements include review and recommendation of the Planning Commission to the City Council. The review is based on specified standards and approval is contingent upon execution of a Wireless Telecommunications Tower/Antenna Agreement. Staff has reviewed the proposal and found it to comply with the standards for a WTF. Applicable standards are discussed below in the staff review.

As noted above, Sitzer Park is located in the R-1, Detached Residential District, and the Telecommunication Overlay District – 2 where wireless facilities are permitted with a maximum 75-foot height. Surrounding land use is detached single family residential, except that a public/quasi-public use, a church, is located on the adjoining property immediately south of the park.

## **STAFF REVIEW**

### ***Location***

The monopole is setback more than 120 feet from the west property line, 150 feet from the north property line and more than 300 feet from other property lines. The nearest residence is more than 240 feet from the monopole. These setbacks exceed the height of the proposed monopole, as required.

### ***Collocation***

The standards reflect a preference that WTFs are designed to accommodate collocation for other wireless providers. Here, the monopole is not designed to carry other antenna, since the information submitted with this and the two applications by other carriers indicate RF coverage is not suitable at lower antenna heights.

### ***Design***

The proposed monopole is designed to match the existing T-Mobile tower and has a diameter of about 36 inches at the base tapering to 28-inches at the top, using a 'stealth' design incorporating the antennae within the monopole. It will replace an existing 50-foot steel light pole, that has a diameter of about 10 inches. The existing hockey rink lights will be mounted at the 50-foot level on the new Cor-Ten steel monopole. Equipment cabinets will be housed in a pre-fabricated equipment shelter.

The shelter will be finished with materials to match the existing picnic shelter. Landscaping will be installed to provide screening of the equipment shelter and the monopole base.

### ***Emergency Power Generator***

Subsequent to the Planning Commission meeting, staff discussed emergency power generation requirements with Verizon. Verizon prefers to install a permanent emergency generator inside of the equipment shelter, rather than to utilize a stand-alone unit, as used at the Verizon site at the south water tower. This site design requires a larger shelter (12 by 30 feet). Staff notes that the FCC has considered requiring emergency generators at wireless facilities since 2007. Staff believes it is prudent to include the generator within the shelter as opposed to adding one in an outdoor location at some time in the future. The generator specifications demonstrate that the generator will comply with noise regulations, and a clause in the lease limits operation to emergencies, except for routine maintenance not to exceed 30 minutes per week between 4 and 6 PM, Monday through Friday.

See the attached plans.

### ***Visual Impact***

The monopole use (replacing the existing 50-foot light pole) will help to minimize the visual impact. The hockey rink lights will be mounted at the 50-foot elevation, and the monopole will be 25-feet taller than the existing light standard. The proposed monopole will match the

appearance of the existing pole at the south end of the rink. This location is more exposed to public view than the monopole at the southeast corner of the rink, which is located near a grove of mature spruce trees.

The staff review is based on the shelter location recommended by the City Manager, as approximately shown on the annotated site plan (attached), with the equipment shelter oriented with a north-south axis near the northwest corner of the hockey rink. Code requires that when equipment is located above grade, it shall be heavily screened. In this instance the shelter will be finished with exterior materials matching the picnic shelter, using cream colored limestone and a Colonial red standing seam metal roof. Staff believes these design features will aid to integrate the shelter into the park and to reduce the amount of screening that would otherwise be needed. Verizon has indicated that the site will be landscaped pursuant to the requirements of the City. A planting of Black Hills Spruce trees east of the lease area will help screen the shelter, and this will extend the existing line of trees parallel with Hodgson Road. As the trees mature they will also aid in screening the view of the monopole. Staff will work with Verizon to develop a landscape plan that complies with the screening requirement of Code and the landscape theme that has been developed in the Park.

#### *Agency and Consultant Review*

The applicant identifies that FAA notice is not required for this 75-foot monopole, and that no marking or lighting is needed to comply with FAA regulations.

The City engaged a consulting RF engineer, OWL Engineering, to review technical aspects of WTF applications. OWL staff has conducted a review of the submitted materials and has advised staff that the application materials appear compliant with FCC requirements.

#### **PUBLIC COMMENT**

Mailed notice was sent to property owners within 350 feet of the subject property. A total of four written comments have been submitted. Two comments identified no concerns; the third suggests landscaping to screen the equipment from view from the parking area; and the final comment supports the improved reception that will result for Verizon subscribers. One telephone comment also supported the improved reception expected as a result of the new wireless installation. The written comments are attached.

#### **PLANNING COMMISSION**

The Planning Commission reviewed the application at their May 28<sup>th</sup> meeting. The Commission identified that the reduction in the RF signal at the 60-foot height results from attenuation by trees rather than RF interference. The Commission was concerned that there has been a coverage gap in this area first for T-Mobile and now for Verizon that other carriers may identify a coverage issue in the area. Neither the existing T-Mobile monopole or the proposed Verizon facility will have the capacity to allow the collocation of another carrier and Commissioners asked if this would mean a third monopole may be required in the park in the future. Staff noted

that T-Mobile, Clearwire and now Verizon have submitted information showing that coverage using antennas at a 60-foot elevation is affected by the existing tree canopy. This limits a 75-foot monopole to a single carrier under these environmental conditions.

Garrett Lysiak of OWL Engineering, the City's consultant, commented that most new installations are to remedy capacity issues, not coverage issues, and that smaller more numerous towers are the response to the growing data use with wireless devices. In this situation, the wireless facility is intended to address a coverage gap, and the proposed 75-foot monopole does fill the gap. A lower 60-foot monopole would not fill the gap in Verizon's coverage according to the RF analysis he performed. See the attached report from OWL Engineering.

The Planning Commission recommended approval (5-1) of the wireless telecommunications permit with conditions.

### **SITE LEASE AGREEMENT**

Staff has worked representatives of Verizon to develop a site lease agreement for the wireless facility. The lease agreement is very similar to the prior agreements the City has with T-Mobile and Clearwire Legacy for a wireless facility in a City Park. Verizon prefers to use a lower annual rent escalator (3%), less than the 5% annual escalator effective in other City wireless leases. Verizon proposed a higher initial rent (\$28,000 annually) with the lower 3% escalator. Finance staff evaluated the proposal and the City will receive a slightly higher total amount over the life of the lease. Staff believes this is a suitable arrangement for the rent. The proposed lease agreement has been reviewed and approved for consideration by the City Attorney.

### **STAFF RECOMMENDATION**

The application has been reviewed in accordance with the Development Code. Staff and the Planning Commission find the proposal complies with the standards specified for WTF and recommends the City Council approve the application and authorize execution of the Site Lease Agreement with Verizon Wireless 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 and approval by the Planning Commission.
2. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
3. This approval is contingent upon the City Council authorizing the lease with Verizon Wireless LLC, including the 20 by 60 foot monopole and equipment lease area, and easements for access and utilities. These easements shall be non-exclusive.
4. The plan shall be revised so that the lease area and shelter are located at the NW corner of the hockey rink and uses a turf surface. The monopole location shall approximate the

location of the existing light standard, and the shelter shall be south of the monopole oriented along a north-south axis.

5. The monopole height, including antennae, shall not exceed 75-feet above existing ground level.
6. The conduit from the equipment shelter to the monopole shall be routed underground.
7. The site is subject to confirmation that RF emissions conform to FCC requirements. Verizon shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
8. A landscape plan shall be submitted that includes conifers along the west park boundary and screening for the shelter when viewed from the north, subject to approval of the Building and Ground Superintendent. A landscape surety shall be submitted to insure the installation of the landscape materials.
9. Upon completion of construction of the WTF, vehicle access for normal maintenance shall be limited to the parking area, unless otherwise approved by the Building and Grounds Superintendent.
10. 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 4:00PM 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).
11. The applicant shall enter into a Wireless Telecommunications Facility Agreement with the City.

Attachments:

1. Location Map
2. Aerial Photo
3. Applicant's Statement and Submitted Plans
4. Response to Request for Comments
5. OWL Engineering, Consultant's Report
6. Site Lease Agreement
7. Wireless Telecommunications Facility Agreement
8. Motion



# 4344 Hodgson Road - Sitzer Park



### Legend

- Parcel Points
- Parcel Boundaries
- County Borders



1,126.1 563.04 1,126.1 Feet

1: 6,757

### Notes

Enter Map Description

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

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



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

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

### Legend

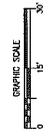
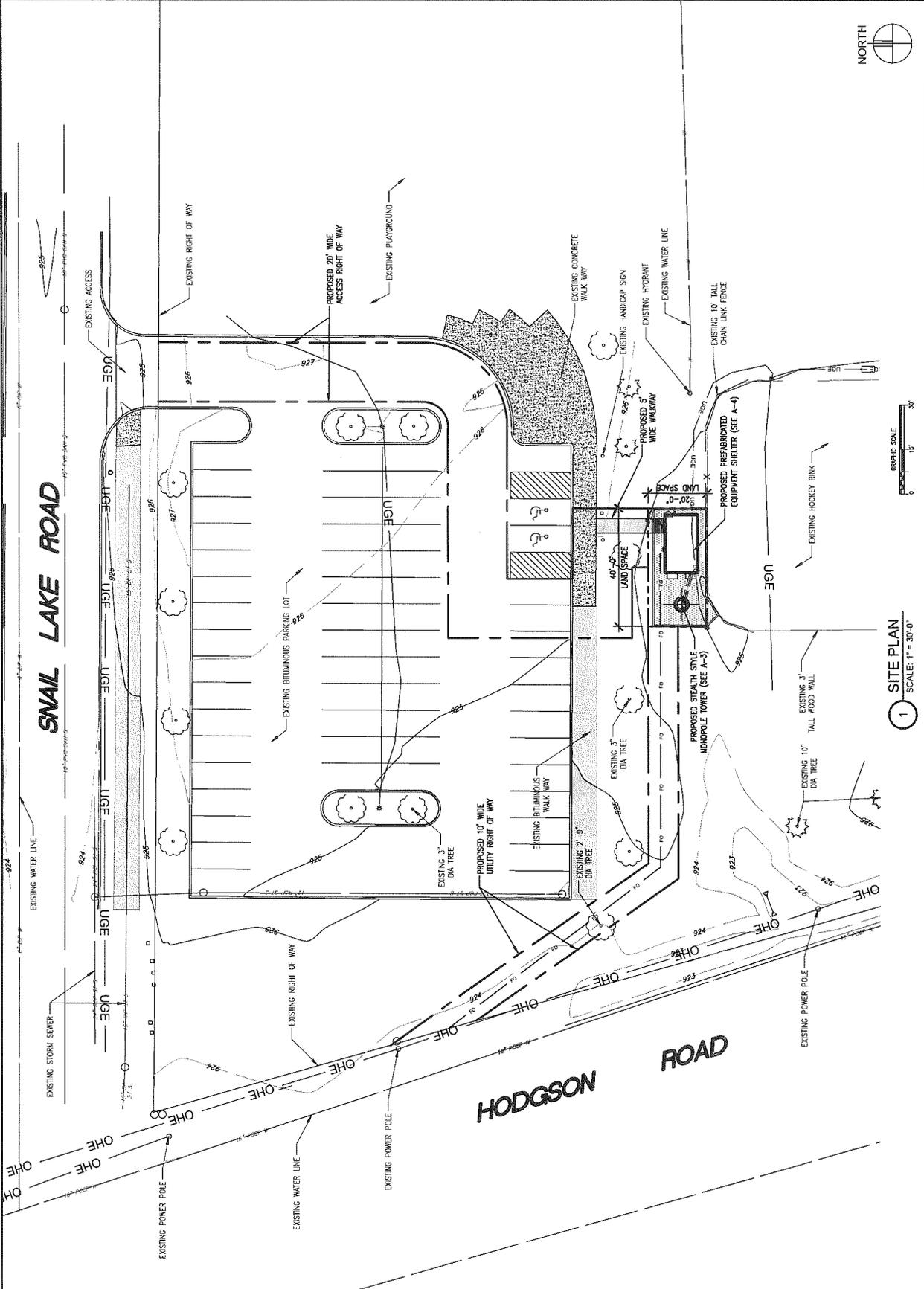


- Parcel Points
- Parcel Boundaries

### Notes

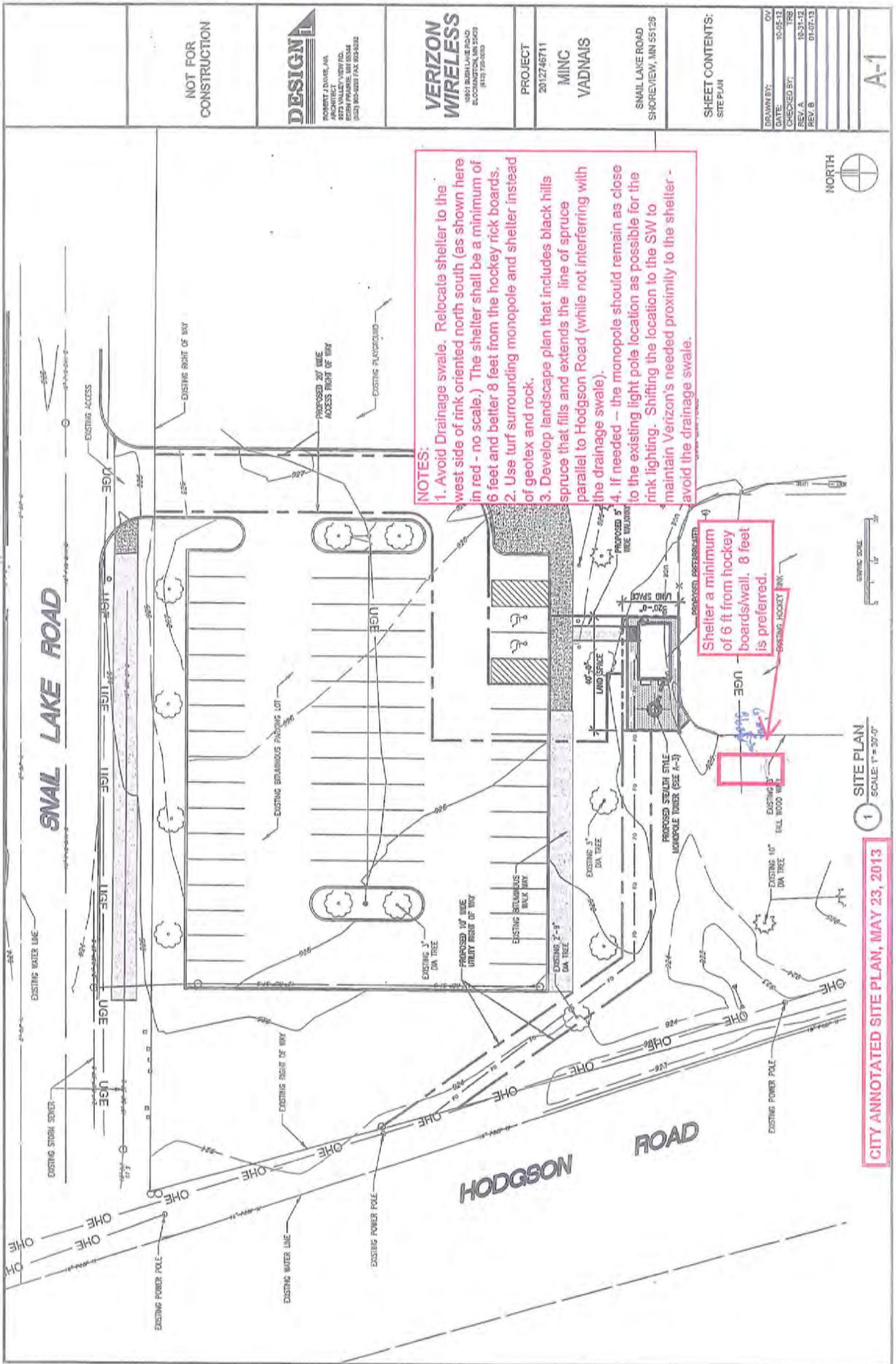
Enter Map Description

NOT FOR CONSTRUCTION	 <small>ROBERT J. DANIS, AIA ARCHITECT 1973 VALLEY VIEW RD. BLOOMINGTON, MN 55438 (953) 400-9209 FAX (953) 929-9292</small>	<b>VERIZON WIRELESS</b> <small>19801 BUSH LAKE ROAD BLOOMINGTON, MN 55438 (612) 770-6659</small>	PROJECT 2012746711	MINC VADNAIS	SNAIL LAKE ROAD SHOREVIEW, MN 55126	SHEET CONTENTS: SITE PLAN	<table border="1"> <tr><td>DRAWN BY:</td><td>OV</td></tr> <tr><td>DATE:</td><td>10/25/12</td></tr> <tr><td>DESIGNED BY:</td><td>OV</td></tr> <tr><td>REV. A:</td><td>10-11-12</td></tr> <tr><td>REV. B:</td><td>01-07-13</td></tr> </table>	DRAWN BY:	OV	DATE:	10/25/12	DESIGNED BY:	OV	REV. A:	10-11-12	REV. B:	01-07-13
DRAWN BY:			OV														
DATE:	10/25/12																
DESIGNED BY:	OV																
REV. A:	10-11-12																
REV. B:	01-07-13																
 NORTH																	



1 SITE PLAN  
SCALE: 1" = 30'-0"





NOT FOR CONSTRUCTION

**DESIGN**  
 ROBERT J. DAVIS, AIA  
 ARCHITECT  
 5801 BUSH LAKE ROAD  
 ELLICOMB, MN 55024  
 (507) 960-8899 FAX (507) 960-8222

**VERIZON WIRELESS**  
 5801 BUSH LAKE ROAD  
 ELLICOMB, MN 55024  
 (507) 750-0200

PROJECT  
 20127-6711  
 MINC  
 VADNAIS

SMALL LAKE ROAD  
 SHOREVIEW, MN 55129

SHEET CONTENTS:  
 SITE PLAN

DRAWN BY:	OV
DATE:	10-05-12
CHECKED BY:	TRB
REV. A	05-21-12
REV. B	01-07-13

A-1

**NOTES:**

1. Avoid Drainage swale. Relocate shelter to the west side of rink oriented north south (as shown here in red - no scale.) The shelter shall be a minimum of 6 feet and better 8 feet from the hockey rink boards.
2. Use turf surrounding monopole and shelter instead of geotex and rock.
3. Develop landscape plan that includes black hills spruce that fills and extends the line of spruce parallel to Hodgson Road (while not interfering with the drainage swale).
4. If needed - the monopole should remain as close to the existing light pole location as possible for the rink lighting. Shifting the location to the SW to maintain Verizon's needed proximity to the shelter - avoid the drainage swale.

Shelter a minimum of 6 ft from hockey boards/wall. 8 feet is preferred.

1 SITE PLAN  
 SCALE: 1" = 30'-0"

CITY ANNOTATED SITE PLAN, MAY 23, 2013



**MINC Vadnais**

Snail Lake Road  
Shoreview, MN 55126

Image Type:  
**Existing Conditions**



This image is an artist's rendition of a proposed installation and actual installation may vary slightly in appearance.

**MINC Vadnais**

**Snail Lake Road  
Shoreview, MN 55126**

Image Type:  
**Proposed Conditions**



**MINC Vadnais**

**Snail Lake Road  
Shoreview, MN 55126**

**Image Type:  
Existing Conditions**

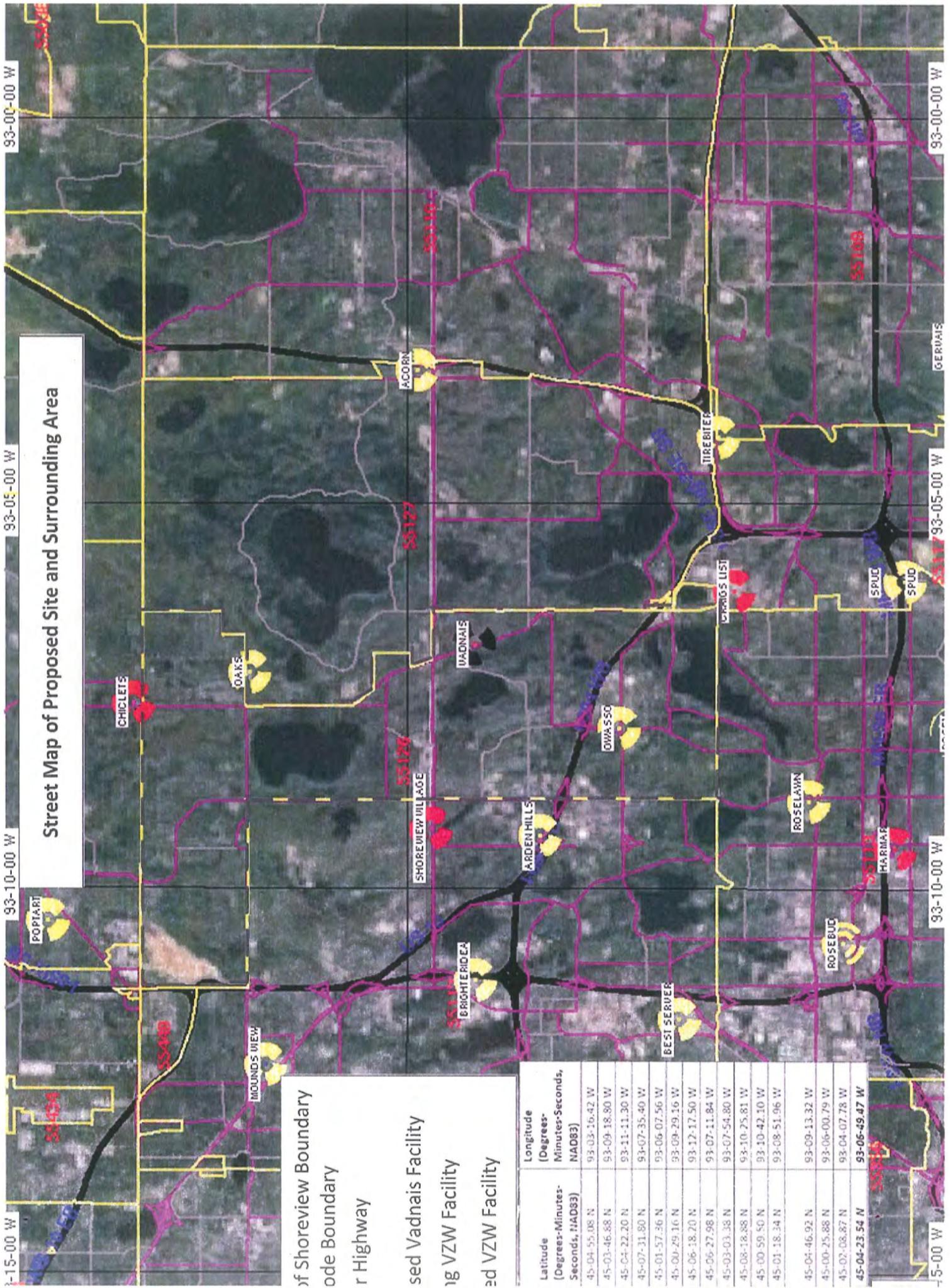


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**MINC Vadnais**

**Snail Lake Road  
Shoreview, MN 55126**

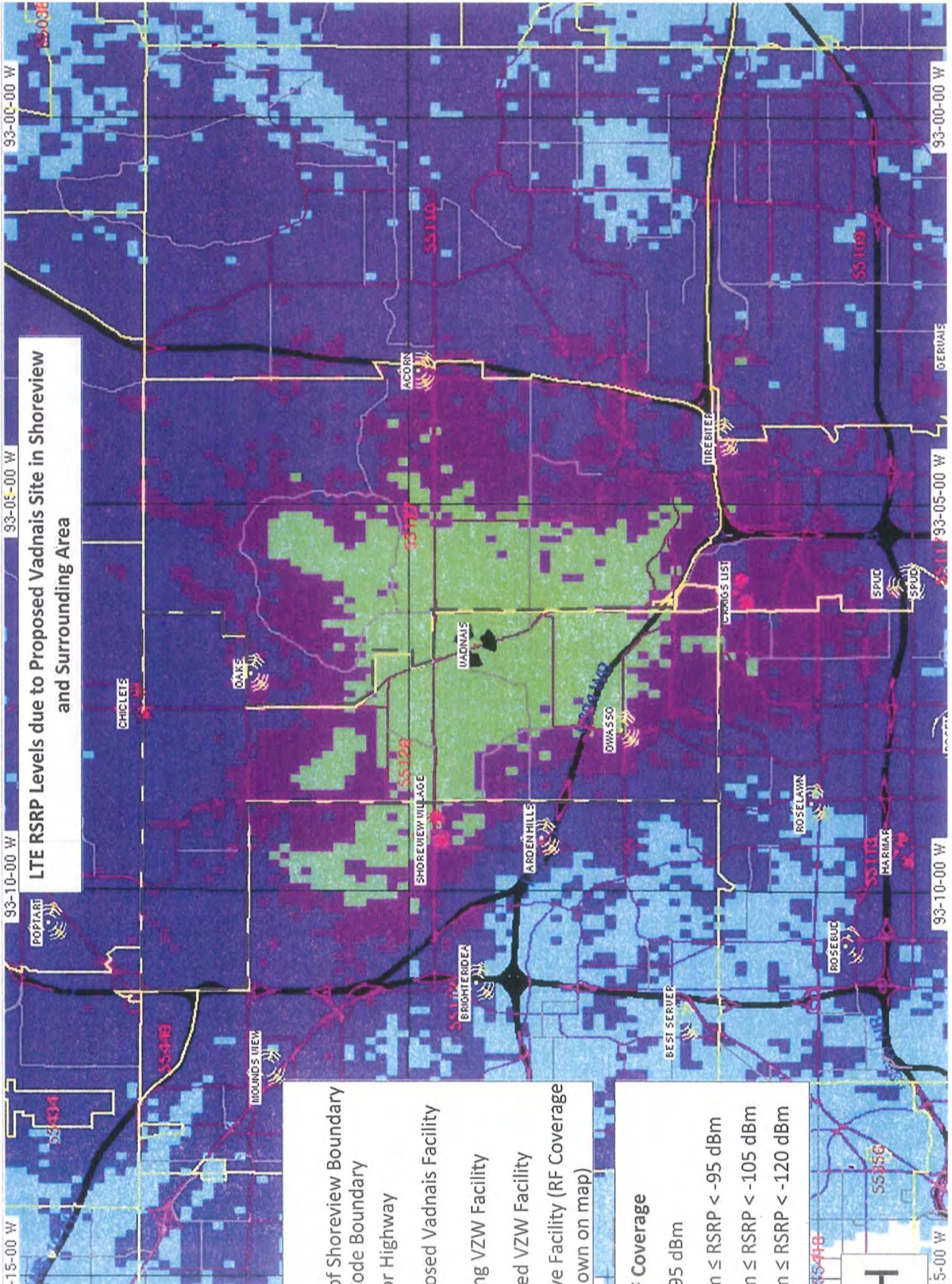
Image Type:  
**Proposed Conditions**



**Street Map of Proposed Site and Surrounding Area**

of Shoreview Boundary  
 ode Boundary  
 r Highway  
 sed Vadnais Facility  
 ng VZW Facility  
 ed VZW Facility

Latitude (Degrees-Minutes-Seconds, NAD83)	Longitude (Degrees-Minutes-Seconds, NAD83)
45-04-55.08 N	93-03-16.42 W
45-03-46.88 N	93-09-18.80 W
45-04-22.20 N	93-11-11.30 W
45-07-31.80 N	93-07-35.40 W
45-01-57.36 N	93-06-07.56 W
45-00-29.16 N	93-09-29.16 W
45-06-18.20 N	93-12-17.50 W
45-06-27.98 N	93-07-11.84 W
45-03-03.38 N	93-07-54.80 W
45-08-18.88 N	93-10-25.81 W
45-00-59.50 N	93-10-42.10 W
45-01-18.34 N	93-08-51.96 W
45-04-46.92 N	93-09-13.32 W
45-00-25.88 N	93-06-00.79 W
45-02-08.87 N	93-04-07.78 W
<b>45-04-23.54 N</b>	<b>93-06-49.47 W</b>



**LTE RSRP Levels due to Proposed Vadnais Site in Shoreview and Surrounding Area**

- Shoreview Boundary
- Code Boundary
- or Highway
- osed Vadnais Facility
- ng VZW Facility
- ed VZW Facility
- ve Facility (RF Coverage shown on map)

- Coverage
- 95 dBm
- $\eta \leq \text{RSRP} < -95 \text{ dBm}$
- $\eta \leq \text{RSRP} < -105 \text{ dBm}$
- $\eta \leq \text{RSRP} < -120 \text{ dBm}$



City Council:  
Sandy Martin, Mayor  
Emy Johnson  
Terry Quigley  
Ady Wickstrom  
Ben Withhart  
May 16, 2013



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

REQUEST FOR COMMENT

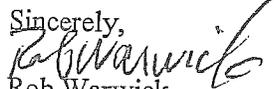
Dear Shoreview Property Owner:

Please be advised that on Tuesday, May 28, 2013 at 7:00 p.m., the Shoreview Planning Commission will review an application submitted by Paul Harrington on behalf of Verizon Wireless LLC for a Wireless Telecommunications Facilities (WTF) permit proposed to be located at Sitzer Park, 4344 Hodgson Road. Verizon provides wireless telecommunications services throughout the US, including the Twin Cities Metropolitan area.

Verizon proposes constructing a new 75-foot monopole at the north end of the hockey rink, and installing a 12 by 20 foot pre-fabricated equipment shelter near the base of the pole. The monopole will be constructed with the same dimensions as the T-Mobile monopole at the south end of the hockey rink and the Verizon pole will also support lights for the hockey rink. Wireless telecommunications are permitted in the Park with a Wireless Telecommunications Permit. Please see the attached location map and proposed plans.

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

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

Sincerely,  
  
Rob Warwick  
Senior Planner

Comments: Refer to Plate A 2 - fill in open space along Hodgson Rd with trees.

Name: Diane Young  
Address: 4345 Hodgson Rd

City Council:  
Sandy Martin, Mayor  
Emy Johnson  
Terry Quigley  
Ady Wickstrom  
Ben Withhart  
May 16, 2013



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

REQUEST FOR COMMENT

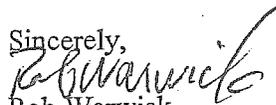
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Sincerely,  
  
Rob Warwick  
Senior Planner

Comments:

If the Planning Commission concludes that this will not  
compromise the purpose of the park, I am not against it.

t:\surveys\2484-13-11 verizon sitzer.doc

Name: James G. Medin River of Life Church

Address: 4294 Hodgson Road

City Council:  
Sandy Martin, Mayor  
Emy Johnson  
Terry Quigley  
Ady Wickstrom  
Ben Withhart  
May 16, 2013



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

REQUEST FOR COMMENT

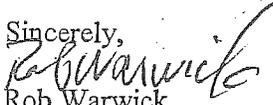
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Sincerely,  
  
Rob Warwick  
Senior Planner

Comments:

*We just took a walk to Sitzer Park - It is lovely, green with the new playground and landscaping - a real asset - Regarding the proposal, we have no problem with the 75' pole which would mirror the existing one on the south end, but the equipment shelter would be visible to everyone entering the park and parking lot - a visual obstruction and possibly an eyesore unless it is constructed of quality materials (stone) to match existing structures and screened by some trees or attractive landscaping -*

f:\surveys\2484-13-11 verizon sitzer.doc

*I would not be in favor of this addition to this beautiful park -*

Name: *Jeanette and Pat Cleary*  
Address: *288 Jansa Drive -*



Robert Warwick &lt;rwarwick@shoreviewmn.gov&gt;

---

**Vzw**

---

**Mike & Teresa Gallagher** <mike.teresa@comcast.net>  
To: rwarwick@shoreviewmn.gov

Thu, May 23, 2013 at 6:17 AM

Rob,

My name is Mike Gallagher and I have been a Shoreview resident since 2001. It recently came to my attention that there are efforts being made to put in a Verizon tower at Sitzer Park. I am sending this e-mail to offer our families FULL SUPPORT of the project.

We live a 3 iron away from Sitzer and use the park quite a bit, especially in the winter. I believe there is already a cell tower from another company there, and until I heard that I did not notice it. Adding a second one (for Verizon!) would be a great idea.

There are at least two or three 'dead zones' around my neighborhood while using my Verizon service. This being 2013, it would be fantastic if those could somehow get covered.

As a resident, please let me know if there is anything I can do to help move this along.

Thanks!

Mike Gallagher  
222 Lion Lane Shoreview  
651-238-1126



# **OWL ENGINEERING & EMC TEST LABS, INC.**

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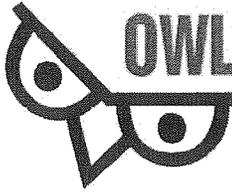
**CONSULTING COMMUNICATIONS ENGINEERS - EMC TEST LABORATORIES**

**5944 Hamline Avenue North, Shoreview, MN 55126  
651-784-7445 • Fax 651-784-7541**

**REPORT REGARDING CONSTRUCTION  
OF A COMMUNICATIONS TOWER IN  
SITZER PARK SHOREVIEW, MN  
FOR VERIZON WIRELESS**

**PREPARED BY: GARRETT G. LYSIAK, P.E.**

**MAY 25, 2013**



# 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

## Engineering Statement

The documents<sup>1</sup> submitted by Verizon Wireless to the City of Shoreview for a new monopole (“tower”), in Sitzer Park, were reviewed for compliance with the technical requirements of the Tower Ordinance. The proposed site for the tower is at the south end of the parking lot and the northern edge of the hockey rink. The plan calls for the replacement of an existing light pole<sup>2</sup> with a 75-foot monopole with the antenna enclosed within the pole to accomplish a stealth-design.

## Coverage Study

In reviewing the submitted plans and data it was determined that additional information for nearby Verizon Wireless telecommunications sites was needed in order to make a signal coverage study determination. The requested information was provided and the data was analyzed. This analysis shows how Verizon Wireless has designed its communications facilities in the Shoreview area with several surrounding sites providing area wide coverage.

Figure 1 shows the results of the coverage study analysis using the data for this proposed site in addition to the data supplied by Verizon Wireless for the nearby system sites. The analysis was then repeated with the proposed site removed from the analysis in order to determine if there is any gap in coverage in the Verizon Wireless system in the proposed coverage area. Figure 2 shows that a gap in coverage does exist and is identified.

An area of concern that was raised during the public meeting was one of a lower tower height. I reanalyzed the coverage of the Verizon Wireless system using a lower tower height of 60-feet. The increased coverage using the 75-foot tower appears to be minimal. However, when the tower is reduced to 60-feet the antenna would have reduced coverage and this would also be impacted due to the nearby trees and foliage. The computer model used for the coverage studies does not have any ability to consider exact local foliage. However, this data is unavailable and can change seasonally. Normally a constant attenuation loss value is added to the calculations in order to approximate the seasonal path losses.

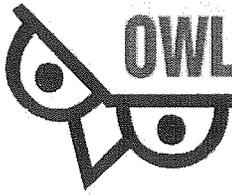
## Existing Towers

There is an existing tower within the park currently used by T-Mobile. This tower is at a height of 75-feet and they (T-Mobile) advises that the pole cannot accommodate another user and if it were possible the antennas would have to be mounted at the 60-

---

<sup>1</sup> Project 2012746711 MINC VADNAIS Shell Lake Road, Shoreview, MN 55126

<sup>2</sup> “ “ Page A-5 #3



# 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

foot level. As it was discussed earlier, this height would not provide the signal coverage to eliminate the coverage gap.

## Site Construction

The site construction plans<sup>3</sup> show the tower that is planned for this project. In my review I noted that the plans did show compliance with the requirements of EIA-222 standard which requires loading for winds of 80 mph with ½" of radial ice. Since the tower is less than 200-feet there is no requirement for any lighting or marking by the FAA.

## Interference Study

A search was performed using the FCC frequency database to determine the frequency and location of any city or county public safety facilities within one-mile from the proposed tower location. Using all the identified frequencies either utilized by the city or county an intermodulation (interference) study was performed to determine if any predicted interference products would be generated by the proposed Verizon Wireless facility. The results of the study indicate that there are no interference products predicted to be generated that would cause any harmful interference to any of the identified protected frequencies.

Additionally, the nearby wireless tower located in Sitzer Park was analyzed for potential interference and due to the separation between the towers no interference products were predicted to occur.

## RF Radiation Analysis

Using the data submitted by Verizon Wireless I performed a "Worst-Case" radiation analysis<sup>4</sup> to determine the amount of RF energy that would be present at the base of the tower. In making my calculations I assumed that all of the RF energy generated by the facility would be directed downward and that the lowest antenna position height was used and both antennas were operating at maximum power levels. This is not the real world situation since the antennas used by PCS systems are designed to radiate towards the horizon. However, using this analysis method I am able to determine that the maximum level of RF radiation reaching the ground at the tower base is less than 20 percent of the ANSI standard value for public exposure and as such is not classified as an RF radiation hazard.

I also considered the RF radiation contribution from the existing T-Mobile tower and the proposed tower and concluded that no RF radiation would be added to the proposed tower levels on the ground in the public area.

<sup>3</sup> Project 2012746711 MINC VADNAIS Page A-3

<sup>4</sup> FCC Office of Engineering and Technology Bulletin OET-65 Edition 97-01



# OWL ENGINEERING & EMC TEST LABS, INC.

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CONSULTING COMMUNICATIONS ENGINEERS - EMC TEST LABORATORIES

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

## Summary

My review of the proposed Verizon Wireless tower indicates that:

1. It would provide the required PCS system coverage to eliminate the present existing poor coverage area within the City of Shoreview.
2. The site is not predicted to cause any interference products to any protected frequency in the area and is not predicted to be an RF radiation hazard.
3. The proposal is in compliance with the structural and setback requirements of the ordinance.

Respectfully submitted,

A handwritten signature in black ink that reads "Garrett G. Lysiak".

Garrett G. Lysiak, P.E.



FIGURE 1 - PROPOSED COVERAGE



FIGURE 2 - PRESENT COVERAGE

COVERAGE GAP

**COMMUNICATIONS SITE  
LEASE AGREEMENT**

**THIS COMMUNICATIONS SITE LEASE AGREEMENT** (hereinafter referred to as the “Lease”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF SHOREVIEW**, a Minnesota municipal corporation, located at 4600 Victoria Street North, Shoreview, Minnesota 55126 (hereinafter referred to as the “Landlord”), and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**, a Delaware limited liability company, with a principal place of business located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), (hereinafter referred to as the “Tenant”).

**FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES  
AGREE AS FOLLOWS:**

**1. Property and Premises.** Landlord is the owner of certain real property (“Property”) situated in Ramsey County, Minnesota, as being further described in Exhibit “A” attached hereto and made a part hereof. Subject to the terms and conditions contained herein, Landlord leases to Tenant a 20 x 60 foot (1200 square feet) portion of the Property (“Premises”); and also conveys a non-exclusive access easement (“Access Easement”) and a non-exclusive utility easement (“Utility Easement”) to Tenant. Tenant will construct a 75 -foot tall steel pole (“Monopole”); will affix ice rink lights to the Monopole; and will install related radio transmission and receiving antennae and electronic equipment and cabinets (“Antenna Facilities”), including a 12 by 30 foot prefabricated equipment shelter, on portions of the Premises. The Property, Premises, Access Easement, Utility Easement, Monopole and Antenna Facilities are all illustrated on the plans and specifications prepared by Design 1, Rev. B dated 01/07/13, entitled *Project 2012746711 MINC VADNAIS, Snail Lake Road, Shoreview. MN 55126* consisting of the following 13 pages, and including the survey prepared by Leonard F. Carlson (License No. 44890) dated 11/18/2012, all attached hereto as Exhibit A, and as conditioned by the City of Shoreview as detailed in Exhibit B:

- A. Project Information and Sheet Index (T-1)
- B. Site Plan (A-1)
- C. Enlarged Site Plan (A-2)
- D. Tower Elevation, Coax and Antenna Key (A-3)
- E. Prefabricated Shelter Plans (A-4)
- F. Prefabricated Shelter Elevations and Detail (A-4.1)
- G. Miscellaneous Details (A-5)
- H. Outline Specifications (A-6)
- I. Grounding Notes and Detail (G-1)

- J. Grounding Plan and Note Key (G-2)
- K. Exterior Grounding Details (G-3)
- L. Site Utility Plan (E-1)
- M. Utility Notes (E-2)
- N. Survey, Leonard Carlson, Sunde Land Surveying

2. **Term.** The initial term of this Lease shall be approximately five years, commencing on the first day of the month in which Tenant starts construction of its facility, or January 1, 2014, whichever first occurs; (the "Commencement Date"), and end on December 31, 2018 ("Initial Term"). The parties agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date Tenant starts construction of its facility.

3. **Permitted Use.** The Premises may only be used by the Tenant for the transmission and reception of PCS and cellular telephone and radio communication signals and for the installation of the Monopole, ice rink lights, and Antenna Facilities, including a prefabricated equipment shelter. Landlord and Tenant agree that the aforementioned prefabricated equipment shelter shall include space for and installation of an emergency power generator. Landlord and Tenant further agree that the 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 4:00PM and 6:00PM CST, Monday through Friday, holidays excluded.

4. **Location and Design of Facilities, Structures or Equipment.** The construction, location and design of the Monopole and Antenna Facilities on the Premises must be in accordance with the plans and specifications contained in Exhibit A; the conditions of approval attached as Exhibit B; 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 Monopole and the Antenna Facilities 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 Monopole and Antenna Facilities, installed by Tenant on the Premises must be of a type and installed in such a manner as not to cause any disruption to the communication signals, transmissions or reception (hereinafter "interference") of any public safety governmental communication equipment installed 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 interference that is likely caused by Tenant's use or operation of the Premises warrants an emergency response and the Notices provision in Paragraph 15 shall not apply. 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. Notice of reasonable evidence of Tenant's interference shall be provided by calling the following number:

Southlake TX NOC: 800-264-6620

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 eight (8) hours from the time that the notice of reasonable evidence is provided by Landlord. The required eight (8) 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 Antenna Facilities.

If such interference cannot be cured within twenty-four (24) hours after the notice provided for in this Paragraph 5, the Tenant shall immediately cease using or operating the Premises or any of its facilities, structures, equipment or other types of improvements installed thereon until such interference is cured to the reasonable satisfaction of Landlord. If Tenant cannot eliminate the interference after commercially reasonable efforts, Tenant shall have the right to terminate this Lease upon ten (10) days' written notice to Landlord.

## 6. Rent.

a. **Basic Rent:** As Rent, Tenant shall pay Landlord TWENTY EIGHT THOUSAND DOLLARS (\$28,000.00) annually (hereinafter referred to as "Rent"). Rent for calendar year 2013, if the Commencement Date is in 2013, shall be prorated through December 31. Rent shall be payable to Landlord within thirty (30) days after the Commencement Date, or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. Rent for subsequent calendar years shall be payable on or before January 10th of each year. The Rent shall increase each calendar year, starting in 2015, by three percent (3%) of the previous year's annualized rent.

b. **Additional Equipment:** Tenant may not add additional facilities, structures, equipment or other types of improvements, including equipment cabinets and/or antennas beyond those shown on Exhibit A without the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. In the event the Landlord does not either (i) object to the plans in writing or (ii) furnish the Tenant with written approval, within fifteen (15) business days of the date of submission of the plans, Landlord will be deemed to have approved them. This provision shall not apply to replacement equipment of similar size and visual impact resulting from technology changes or repairs. There shall be additional Rent charged for any additional

facilities, structures, equipment or other types of improvements, including equipment cabinets and/or antennas that are installed on the Premises by the Tenant based upon the proportional increase in the amount and visual impact of new facilities, structures, equipment or other types of improvements installed relative to the equipment or antennas shown in Exhibit A or approved by the Landlord at the time of the execution of this Lease.

c. **Co-location:** Tenant may not agree to allow co-location of additional antennas or equipment on the Premises by another provider.

d. **Taxes:** In addition to Rent, and in accordance with Section 12, below, Tenant agrees to timely pay any taxes, real or personal, directly attributable to its installation of the Antenna Facilities.

7. **Renewal.** Tenant shall have the right to extend this Lease for three (3) additional five-year terms (“Renewal Terms”). This Lease shall automatically renew for each successive Renewal Term 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 shall be increased each calendar year as provided for in Paragraph 6 (a) of this Lease.

8. **Interference.** Tenant shall not use the Premises in any way that interferes with the use of the Property by Landlord, or other tenants or licensees of Landlord having pre-existing operations on the Property. Landlord shall not use, nor shall Landlord permit substantially interferes with the Tenant's permitted use of the Premises pursuant to Paragraph 3 of this Lease. Substantial interference, as defined in Paragraph 5, shall be deemed a Default, pursuant to Paragraph 11 (e), of this Lease by the interfering party, who shall, upon written notice from the other party, be responsible for its immediate termination. 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 immediately upon written notice.

9. **Improvements; Utilities; Access.**

a. **Installation:** Tenant shall have the right, at its sole expense, to erect and maintain on the Premises facilities, structures, equipment or other types of improvements, including the Monopole and Antenna Facilities. However, the location, specifications and design of the facilities, structures, equipment or other types of improvements installed must have the written approval of the Landlord prior to installation. The installation and construction thereof must be in accordance with Exhibit A, and in compliance with all applicable city, state and federal regulations and codes. The Landlord's approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed given as to those items listed in Exhibit A hereto. Tenant shall cause all construction to occur lien-free. Tenant shall, if necessary, provide temporary alternate ice

rink lighting to the satisfaction of the Landlord's Parks and Recreation Director during construction.

b. **Damage During Installation/ Punchlist Items:** Any damage done to the Premises during installation or during operations must be repaired at Tenant's sole expense within twenty (20) days after receipt of written notification of damage. Tenant shall complete its initial installation in a timely fashion. Landlord shall inspect Tenant's initial installation, and any subsequent operating changes made by Tenant, and shall notify Tenant of any punch list items that must be completed. Tenant shall complete all punch list items within thirty (30) days after receipt of written notification by the Landlord. Failure to complete the punch list items shall constitute a Default and Landlord shall be entitled to terminate this Lease as provided in Paragraph 11 (a) hereof.

c. **Property Rights to Structures, Equipment or Other Improvements Installed:** Tenant shall have the right to replace or upgrade the Antenna Facilities as provided in Paragraphs 4, 6(b) and 9(a) of this Lease at any time during the term of the Lease. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant must remove the Antenna Facilities, but not the Monopole or ice rink lights following any termination of this Lease. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, exclusive of the Monopole. The Antenna Facilities shall be deemed personal property for the purposes of this Lease, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Antenna Facilities, exclusive of the Monopole, from time to time in Tenant's sole discretion and without Landlord's consent.

d. **Additional Frequencies:** Prior to adding additional transmitter or receiver frequencies on the Premises, Tenant agrees to notify the Landlord of the modified frequencies if outside Tenant's licensed frequency range so that the Landlord can perform the necessary interference studies to ensure that the modified frequencies will not cause harmful radio interference to any Public Safety Communications System or any other existing Property leases. Tenant will be required to pay all the reasonable and customary costs for said study or studies, which will be performed by a professional communications engineer selected by the Landlord.

e. **Site Maintenance and Restoration:** It is the sole obligation of the Tenant, at Tenant's own expense, to maintain the Antenna Facilities, and Monopole, now or hereafter located thereon in a commercially reasonable condition and repair in compliance with all applicable FCC rules and regulations and good engineering practices during the term of this Lease. Upon termination of this Lease, the Premises shall be returned to Landlord restored to substantially the same condition as on the Commencement Date, with the exception of reasonable wear and tear and casualty loss. However, Tenant shall not remove the Monopole, which, along with the ice rink lights affixed thereto, shall be conveyed to the Landlord "WHERE IS", "AS IS", and without further consideration to or from Landlord pursuant to a quit claim bill of sale in the form attached as Exhibit C. Landlord will thereafter be solely responsible for any and all costs relating the operation,

maintenance, repair and replacement of such items, including, without limitation, utility service charges.

f. **Tenant's Use of and Payment for Utilities:** Tenant shall be solely responsible for the payment of any and all utility charges due to Tenant's use. Tenant, subject to the prior written approval of the Landlord, shall have the right to install private utilities on the Premises, at Tenant's own expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Landlord agrees to grant an appurtenant non-exclusive easement to place utilities on, or to bring utilities across the Property in order to service the Premises and the Antenna Facilities. The utilities installed by the Tenant must not interfere with the Landlord's use of the Property or that of Landlord's tenants, licensees existing as of the Commencement Date and must be relocated at Tenant's expense if they interfere with future Property use by Landlord, provided such new location shall not materially interfere with Tenant's operations. Landlord shall not be responsible for any damages which occur as a result of interruption of utility services, unless such interruption is caused by Landlord or Landlord's employees, agents, contractors or representatives.

g. **Access Easement:** As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an appurtenant non-exclusive easement ("Access Easement") for ingress, egress, and access (including access described in Paragraph 1 hereof) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease or any Renewal Term. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Access Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Access Easement provided hereunder shall have the same term as this Lease.

h. **Access to Premises:** Both parties hereto shall have twenty-four (24) hours a day, seven (7) days a week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term. Tenant's vehicles accessing the Premises must be confined to the hard surfaced trail as described and depicted in Exhibit A, except as approved by the Landlord. In no event will Landlord, its employees, agents or contractors remove, relocate, modify, alter or otherwise tamper with Tenant's Antenna Facilities.

i. **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 cause a disturbance to the surrounding neighbors of the Property, Tenant will at its own expense install noise mitigating equipment or a buffer to meet State noise standards.

10. **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

b. If either party fails to observe or perform its obligations under this Lease and does not cure such failure within the time provided in Paragraph 11 of this Lease without, however, limiting any other rights available to the parties pursuant to any other provisions of this Lease.

c. Except as expressly limited hereby, Landlord and Tenant shall have such remedies for the Default of the other party hereto as may be provided at law or equity following written notice of such Default.

d. If Tenant fails to comply with the conditions of approval imposed by the Shoreview City Council for the Wireless Telecommunications Facility Permit on July 1, 2013 and does not cure such failure within the time provided in Paragraph 11 of this Lease.

11. **Termination.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability as follows:

a. **Default:** Upon sixty (60) days' written notice in the event of a Default (as defined above and in Paragraph 10 (c)), which Default is not cured within sixty (60) days of receipt of written notice of Default to the reasonable satisfaction of both parties;.

b. **Tenant Inability to Obtain Essential Governmental Approvals:** Upon sixty (60) days' written notice by Tenant, if Tenant is unable to obtain or maintain any license, permit or other governmental approval essential or necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;.

c. **Destruction or Damage to Property:** Upon thirty (30) days' written notice by Tenant, if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities;.

d. **Sale or Re-Development of Property or Discontinuation of its Use as a Park:** After the expiration of the first Renewal Term, if any, and upon one (1) year's written notice by Landlord, if its Council votes to sell or redevelop the Property and/or discontinue use of the Property for a Park;.

e. **Unabated Interference:** Upon sixty (60) days' written notice by Landlord if a third party independent radio frequency engineer determines that Tenant's use or operation of the Premises or any facility, structure, equipment, or improvement placed thereon by Tenant, including the Antenna Facilities, is the cause of substantial interference, as defined in Paragraph 5 of this Lease, to a public safety governmental communication system and Tenant fails to cure such interference within twenty-four (24) hours of receipt of written notice from the Landlord resulting in cessation of use under Paragraph 5 of this Lease, and thereafter Tenant is unable to provide clear and convincing

evidence and assurances reasonably acceptable to the Landlord that a resumption of use will not result in further jeopardy or interference;

f. **Tenant's Failure to Comply with Applicable Laws or Conditions of Approval:** Upon sixty (60) days' written notice by Landlord if Tenant fails to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, including compliance with existing or subsequently adopted Federal standards relating to radio transmissions, and the failure to comply is not cured within sixty (60) days of receipt of written notice of failure to comply, and after a public hearing before the Landlord's Council;

g. **Condemnation:** In the event that the whole or a portion of the Premises is taken by eminent domain, Tenant shall have the right to terminate this Lease as of the 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 award 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 from Landlord. 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 or any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements. In the event that Landlord receives notification of any condemnation proceedings affecting the Property, Landlord shall provide notice of the proceedings to Tenant within thirty (30) days.

h. **Tenant Termination Right:** Upon one (1) year's written notice by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong.

i. **Tenant's Duties Upon Lease Termination:** Upon termination of this Lease, Tenant shall, within ninety (90) days thereof, remove all of its facilities, structures, equipment or other types of improvements installed, with the exception of the Monopole, but including Antenna Facilities, from the Premises. Tenant, at its expense, agrees to return the Premises to its original condition, ordinary wear and tear and casualty excepted. Tenant shall not be required to remove from the Property or the Premises any underground utilities. Any of Tenant's property remaining on the Premises ninety (90) days after the expiration or the termination of this Lease shall be removed by Landlord at Tenant's cost and expense and shall become the property of Landlord free of any claim by Tenant or any person claiming through Tenant.

In order to secure Tenant's restoration obligation specified in Paragraph 9.e, Tenant shall file a removal bond or other form of security with the Landlord as reasonably approved by the Landlord's attorney in an amount equal to Five Thousand Dollars (\$5,000.00). The

Landlord reserves the right to re-evaluate the estimated cost of restoration the fifth year of the Lease and, at each subsequent renewal interval thereafter during the term of the Lease. If the estimated cost of such restoration increases, Tenant shall increase the amount of the performance bond or other acceptable security.

j. **Notice of Termination:** The parties shall give notice of termination in accordance with Paragraph 15, below. All Rent paid for the Lease prior to said termination date shall be retained by Landlord.

12. **Taxes.** Tenant must pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the facilities, structures, equipment or other types of improvements installed thereon, including the Antenna Facilities. Tenant must timely pay, as additional Rent, any property taxes or payment in lieu of taxes levied against the Premises (excluding any additional taxes that relates to the period prior to the Commencement Date) which is directly attributable to Tenant's use of the Premises, and Landlord agrees to provide timely notice of such taxes to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 12.

13. **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 each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.

b. **General Liability:** The Tenant must maintain an occurrence form commercial general liability coverage. Tenant may self-insure for the amounts and types of insurance required by this Section 13(b). If Tenant elects to self-insure, Tenant shall notify Landlord of its intent to self-insure.

Such coverage shall include, but not be limited to, bodily injury, property damage -- broad form, and personal injury, for the hazards of Premises/Operation, property damage liability, and independent contractors.

The Tenant must maintain aforementioned commercial general liability coverage with limits of liability not less than \$3,000,000 for each occurrence for claims; \$3,000,000 minimum general aggregate and \$3,000,000 products and completed operations. 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.

Tenant will maintain Completed Operations coverage for a minimum of two years after the construction is completed.

c. **Automobile Liability:** The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of rides afforded by the Umbrella Excess Policy are not less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided by Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.

d. **Tenant Property Insurance:** The Tenant must keep in force for the duration of the Lease a policy covering damages to its property at the Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.

e. **Adjustment to Insurance Coverage Limits:** The Tenant's coverage limits set forth herein shall be increased at the time of any Renewal Term by twenty-five percent (25%) over the preceding term or Renewal Term. Alternatively, in Tenant's sole discretion, instead of such periodic coverage limit increases, during the entire term of this Lease, Tenant may maintain an umbrella or excess liability insurance policy with a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, and Landlord will be named as an additional insured under such policy.

f. **Additional Insured - Certificate of Insurance:** The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated B+ (VII) or better), licensed to do business in the State of Minnesota, which includes all coverages required in this Section 13. Tenant will list the Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies.

#### **14. Defense and Indemnification.**

a. **General:** 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 and expenses of litigation, to the extent caused by Tenant in the performance of this Lease, except those which arise

from negligence, willful misconduct, or other fault of Landlord, its employees, agents or contractors. Tenant shall defend, indemnify and hold Landlord, its agents, employees and officials harmless against all claims arising out of Tenant's use of the Premises, including its installation, operation, use, maintenance, repair, removal.

b. **Hazardous Materials:** Without limiting the scope of Paragraph 14 (a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, officials and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of the cleanup or restoration of the Premises associated with the Tenant's use of Hazardous Materials. For the purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA.

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 in violation of applicable law, any Hazardous Materials, 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. The obligations of this Section 14 shall survive the expiration or other termination of this Lease. Notwithstanding anything to the contrary herein, it is agreed and understood that Tenant shall be permitted to use such hazardous substances that are commonly used in the type of facility contemplated herein, including without limitation, fuel-powered generators and batteries.

d. **Landlord's Warranty.** To the best of its knowledge, Landlord warrants and represents to Tenant that there are no Hazardous Materials on the Property in violation of any applicable laws.

15. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, sent by certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to:

Terry Schwerm, City Manager  
City of Shoreview  
4600 Victoria Street North  
Shoreview, Minnesota 55126  
(651) 490-4600

with a copy to:

Rob Warwick. Senior Planner

City of Shoreview  
4600 Victoria Street North  
Shoreview, Minnesota 55126  
(651) 490-4681

If to Tenant, to:

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

16. **Limitation of Liability.** Notwithstanding anything to the contrary in this Lease, in no event will either party be liable to the other for, or indemnify the other party, against, punitive, indirect, incidental, special or consequential damages, including, without limitation, loss of profits, income or business opportunities.

17. **Quiet Enjoyment, Title and Authority.** Landlord warrants that (i) it has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's right to or use of the Premises; (iii) the Premises constitute a legal lot; and (iv) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

18. **Assignment.** This Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

Additionally, Tenant may, upon notice to Landlord, collaterally assign or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall

execute such consent to leasehold financing as may reasonably be required by such Secured Parties.

19. **Successors and Assigns; Binding Effect.** This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

20. **Miscellaneous.**

a. **Disputes:** Any claim, controversy or dispute arising out of this Lease not resolved within thirty (30) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations. The prevailing party in any litigation shall be entitled to its reasonable attorney's fees and court costs.

b. **Estoppel Information:** Each party agrees to furnish to the other, within sixty (60) days after request, such truthful estoppel information as the other may reasonably request.

c. **Complete Lease; Amendments:** This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties. Exhibits A and B are incorporated into this Lease by reference. 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 will be deemed an original, but all of which together will constitute a single instrument.

d. **Broker's Fees:** If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

e. **Memorandum of Lease:** 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 shall be recorded in place of this Lease, by Tenant and evidence of such recording provided to Landlord.

f. **Governing Law:** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Lease and the legal relations between the undersigned parties and performance under it without

regard to the principles of conflicts of law. The language of this Lease is and shall be deemed the result of negotiation between the undersigned parties and their respective legal counsel and shall not be strictly construed for or against either party. Each party agrees that any action arising out of or in connection with this agreement shall be brought solely in the courts of the State of Minnesota, Ramsey County, or the United States District Court for the District of Minnesota.

g. **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 constitute in full force and effect.

h. **Signatures / Execution:** Each person executing this Lease on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Lease and to bind such party with respect to all of its obligations hereunder. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

i. **Limited Right of First Refusal:** If the Landlord elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by the Tenant for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Lease to such third party, Tenant shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Tenant fails to meet such bona fide offer within thirty (30) days after written notice thereof from Landlord, Landlord may sell or grant the easement or interest in the Premises or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

IN WITNESS WHEREOF, the parties hereto have executed this Lease, the date and year first written above.

CITY OF SHOREVIEW (LANDLORD)

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Its Mayor

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Its City Manager

VERIZON WIRELESS (VAW) LLC  
D/B/A VERIZON WIRELESS

DATED: \_\_\_\_\_

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

Lynn Ramsey  
Its: Area Vice President Network

**List of Exhibits**

Exhibit A – Property, Premises, Access Easement, Utility Easement, Monopole and Antenna Facilities Description

Exhibit B – City Council Conditions of Approval

Exhibit C – Quit Claim Bill of Sale Form

**Exhibit A**

**Property, Premises, Access Easement, Utility Easement, Monopole and Antenna Facilities  
Description**

Address: 4344 Hodgson Road, Shoreview, Minnesota 55126

Property Identification Number: 24-30-23-13-0065

**Property Legal Description:**

All of Lots 40, 41, 42, 43 and 44 and that part of vacated South Water Street lying adjacent thereto, and all of that part of the vacated South 30 feet of Snail Lake Road lying adjacent thereto, except that part of the North 126 feet of Lot 44 lying in the West 100 feet of the East 1770 Feet of the NE 1/4 of Section 24, Township 30 North, Range 23 West and except that part of the vacated South 30 feet of Snail Lake Road lying adjacent thereto, and except that part of the North 118 feet of Lot 44 lying West of the East 1889.87 feet of said NE 1/4 of Section 24, Township 30 North, Range 23 West and except that part of the vacated South 30 feet of Snail Lake Road lying adjacent thereto, and except the Westerly 10 feet of Lot 44 taken for widening of Hodgson Road (S.T.H. #49) and except the East 900.48 feet of lots 40, 41, 42 and 43 (as measured at right angles to the East line of Lot 40) and except that part of vacated South Water Street lying adjacent thereto, and except the vacated South 30 Feet of Snail Lake Road lying adjacent thereto, all in J.F. Eisenmenger's Lake Villas. Containing 8.0 acres

AND

All that part of the North 118 feet of Lot 44, J.F. Eisenmenger's Lake Villas lying West of the East 1889.87 feet of the Northeast 1/4 of Section 24, Township 30 North, Range 23 West; subject to Hodgson Road.

AND

All that part of the North 126 feet of Lot 44, J.F. Eisenmenger's Lake Villas lying in the West 100.0 feet of the East 1770.0 feet of the Northeast 1/4 of Section 24, Township 30 North, Range 23 West; together with the portion of vacated Snail Lake Road accruing thereto by reason of said vacation.

Plans prepared by \_\_\_\_\_, dated \_\_\_\_\_ 2013, consisting of \_\_\_\_\_ sheets numbered \_\_\_\_\_

**Exhibit B**  
**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 and approval by the Planning Commission.
2. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
3. This approval is contingent upon the City Council authorizing the lease with Verizon Wireless LLC, including the 20 by 60 foot monopole and equipment lease area, and easements for access and utilities. These easements shall be non-exclusive.
4. The plan shall be revised so that the lease area and shelter are located at the NW corner of the hockey rink and uses a turf surface. The monopole location shall approximate the location of the existing light standard, and the shelter shall be south of the monopole oriented along a north-south axis.
5. The monopole height, including antennae, shall not exceed 75-feet above existing ground level.
6. The conduit from the equipment shelter to the monopole shall be routed underground.
7. The site is subject to confirmation that RF emissions conform to FCC requirements. Verizon shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
8. A landscape plan shall be submitted that includes conifers along the west park boundary and screening for the shelter when viewed from the north, subject to approval of the Building and Ground Superintendent. A landscape surety shall be submitted to insure the installation of the landscape materials.
9. Upon completion of construction of the WTF, vehicle access for normal maintenance shall be limited to the parking area, unless otherwise approved by the Building and Grounds Superintendent.
10. 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 4:00PM 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).
11. The applicant shall enter into a Wireless Telecommunications Facility Agreement with the City.

**Exhibit C**  
**Quit Claim Bill of Sale Form**  
**QUIT CLAIM BILL OF SALE**

FOR VALUABLE CONSIDERATION, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, Seller, sells and conveys to the City of Shoreview, Buyer, the following personal property: Seller's monopole tower and the ice rink lights affixed thereto ("Personal Property"), located at:

4344 Hodgson Road, Shoreview, Minnesota 55126

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PERSONAL PROPERTY OR ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BY ITS ACCEPTANCE OF THIS QUIT CLAIM BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS FULLY INSPECTED THE PERSONAL PROPERTY AND BUYER ACCEPTS THE SAME "WHERE IS" AND IN ITS PRESENT USED AND "AS IS" CONDITION.

This Quit Claim Bill of Sale merely conveys to Buyer all right, title and interest, if any, of Seller in such Personal Property.

By its acceptance of this Quit Claim Bill of Sale, Buyer hereby assumes the full risk of any injuries, damages or loss related to the Personal Property except to the extent such liability is caused by Seller's gross negligence or intentional or willful acts and except for third-party injuries, damages or losses occurring prior to the execution of this Quit Claim Bill of Sale. Buyer hereby indemnifies and agrees to hold Seller harmless and forever releases, relieves, discharges and covenants not to sue Seller for any and all, claims, liabilities, demands, costs and expenses (including attorneys' fees), actions, proceedings, causes of action of any kind, known or unknown, claimed or concealed, based on any theory whatsoever, including claims arising out of Seller's negligence and except to the extent any claim is caused by Seller's gross negligence or intentional or willful acts, which Buyer or any third party has, ever had, or ever claims to have ever had or may have against Seller, which are related to the Personal Property conveyed hereunder and except for third-party injuries, damages or losses occurring prior to the execution of this Quit Claim Bill of Sale.

This Quit Claim Bill of Sale contains the entire agreement and representations of the parties related to the sale of the Personal Property, may not be altered except by a written instrument signed by both parties, and shall be construed in accordance with the laws of Minnesota.

DATE: \_\_\_\_\_

Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

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

Lynn Ramsey

Its: Area Vice President Network

**WIRELESS TELECOMMUNICATION FACILITY AGREEMENT  
CITY OF SHOREVIEW AND VERIZON WIRELESS, LLC.  
4344 HODGSON ROAD**

1.0 Parties. This Agreement is dated the \_\_\_\_ day of \_\_\_\_\_, 2013, and is entered into by and between the City of Shoreview, a Minnesota municipal corporation (“**City**”), and Verizon Wireless, LLC (“**Applicant**”).

2.0 Recitals.

- A. On the 22<sup>nd</sup> day of May, 2013, Verizon Wireless, LLC completed an application for a Wireless Telecommunication Facility Permit (“**Application**”) to be located at 4344 Hodgson Road.
- B. The Application was reviewed by the City Council and approved on July 1, 2013.
- 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.

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

- A. Conditions of Approval. Verizon Wireless, 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 and approval by the Planning Commission.
  - 2. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
  - 3. This approval is contingent upon the City Council authorizing the lease with Verizon Wireless LLC, including the 20 by 60 foot monopole and equipment lease area, and easements for access and utilities. These easements shall be non-exclusive.
  - 4. The plan shall be revised so that the lease area and shelter are located at the NW corner of the hockey rink and uses a turf surface. The monopole location shall approximate the location of the existing light standard, and the shelter shall be south of the monopole oriented along a north-south axis.

5. The monopole height, including antennae, shall not exceed 75-feet above existing ground level.
  6. The conduit from the equipment shelter to the monopole shall be routed underground.
  7. The site is subject to confirmation that RF emissions conform to FCC requirements. Verizon shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
  8. A landscape plan shall be submitted that includes conifers along the west park boundary and screening for the shelter when viewed from the north, subject to approval of the Building and Ground Superintendent. A landscape surety shall be submitted to insure the installation of the landscape materials.
  9. Upon completion of construction of the WTF, vehicle access for normal maintenance shall be limited to the parking area, unless otherwise approved by the Building and Grounds Superintendent.
  10. 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 4:00PM 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).
  11. The applicant shall enter into a Wireless Telecommunications Facility Agreement with the City.
- B. FCC Compliance. Verizon Wireless, 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. Verizon Wireless, LLC shall maintain the site in good and safe condition and to preserve its original appearance and concealment elements incorporated into the design at the time of approval. Such maintenance shall include, but is not limited to, painting, and repair of equipment.
- D. Periodic Inspections. Verizon Wireless, 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 Verizon Wireless, LLC. All expenses related to such inspection shall be borne by Verizon Wireless, LLC.
- E. Annual Notice. Verizon Wireless, 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 Verizon Wireless, 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. Verizon Wireless, 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

**VERIZON WIRELESS, LLC**

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

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

**MOTION**

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

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

To adopt Resolution 13-59 supporting the amendment to the Ramsey County's Rice Creek North Trail Master Plan. The Master Plan amendment reflects current acquisition and development plans for the central portion of the trail corridor that runs from County Road I to County Road H just east of Interstate 35W, as well as a trail extension to the south that will connect with the Highway 96 regional trail. This amendment is also consistent with Shoreview's 2008 Comprehensive Plan.

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

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

***Regular City Council Meeting***

July 1, 2013

**TO:** Mayor, City Council and City Manager  
**FROM:** Kathleen Nordine, City Planner  
**DATE:** June 28, 2013  
**SUBJECT:** Ramsey County Rice Creek North Regional Trail Master Plan  
Amendment

### **INTRODUCTION**

Ramsey County is seeking an amendment to the Rice Creek North Regional Trail Master Plan to accurately reflect current acquisition and development plans for the central portion of the trail corridor located in the City of Arden Hills. This amendment is being processed through the Metropolitan Council to fulfill the requirements for regional trail master plans as outlined in the 2030 Regional Parks Policy Plan. Once approved by the Metropolitan Council, Ramsey County will have the ability to seek funding for environmental remediation, building demolition and development of these portions of the regional trail.

While this portion of the trail is not located in the City of Shoreview, Ramsey County is seeking support from Shoreview since this portion of the trail connects with the existing trail segment in the City.

### **PROJECT DESCRIPTION**

The proposed amendment and summary are attached. This amendment reflects plans for the central portion of the trail corridor that runs from County Road I to County Road H just east of Interstate 35W, as well as a trail extension to the south that will connect with the Highway 96 regional trail. Changes to the Rice Creek North Regional Trail Master Plan are being made in response to property recently acquired or planned by to be transferred to Ramsey County Parks and Recreation from TCAAP.

### **SHOREVIEW COMPREHENSIVE PLAN**

The 2008 Comprehensive Plan, Chapter 10 - Parks and Open Space, addresses the Rice Creek Regional Trail Corridor and the Highway 96 Regional Trail. The Plan also recognizes the extension of the trail corridor through the TCAAP property.

### **PARKS AND RECREATION COMMISSION**

The Parks and Recreation Commission reviewed the proposed amendment and are agreeable with the revisions. The Commission recommended the Council support the Master Plan Amendment with a 7 to 1 vote.

## **RECOMMENDATION**

The Plan Amendment is being presented to the City Council for review and comment. The County is seeking the City's support of the amendment as part of the review process with the Metropolitan Council. Resolution 13-59 is being presented to the Council for adoption.

### Attachments:

1. Resolution 13-59
2. Summary of the Rice Creek North Regional Trail Master Plan Amendment
3. Rice Creek North Regional Trail Master Plan Amendment – June 18, 2013 Draft
4. Motion

**RESOLUTION NO. 13-59**

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

**HELD JULY 1, 2013**

\* \* \* \* \*

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

The following members were present:

And the following members were absent:

Member introduced the following Resolution and moved its adoption.

**RESOLUTION NO. 13-59  
APPROVING THE RICE CREEK NORTH REGIONAL TRAIL MASTER PLAN  
AMENDMENT**

**WHEREAS**, Ramsey County established the Rice Creek North Regional Trail Master Plan in 1998 and completed an amendment to the master plan in 2003; and

**WHEREAS**, Ramsey County has submitted an amendment, attached as Exhibit A, to update the master plan for the portion of the Rice Creek North Regional Trail Master Plan that traverses the former Twin Cities Army Ammunition Plant Property (TCAAP)

**WHEREAS**, the amendment incorporates additional area for the wildlife/trail corridor and site improvements to the existing Rice Creek North Regional Trail Corridor to include a regional trailhead; access drive and bituminous trail connections from County Rd I; cross-country ski and staging area; natural surface grass trails/cross-country ski trails; habitat restoration; improved connections to Rice Creek; improved trail connections; site remediation/clean up; and a trail extension from the existing trail south along the east side of the former TCAAP site to connect to the Highway 96 Regional Trail; and

**WHEREAS**, the City of Shoreview Staff have reviewed the plan and supports the amendment of the Rice Creek North Regional Trail Master Plan Amendment; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shoreview, Minnesota, that the City of Shoreview supports the amendment of the Rice Creek North Trail Master Plan Amendment.

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

And the following voted against the same:

Adopted this 1st day of July, 2013

---

Sandra C. Martin, Mayor  
Shoreview City Council

ATTEST:

---

Terry Schwerm, City Manager

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 6th day of December, 2010 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 adopting the Assessment for the cost of nuisance and/or vegetative growth abatement.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 1st day of July, 2013.

---

Terry C. Schwerm  
City Manager

SEAL

## Summary of Rice Creek North Regional Trail Master Plan Amendment

Ramsey County is seeking an amendment to the Rice Creek North Regional Trail Master Plan to accurately reflect current acquisition and development plans for the central portion of the trail corridor that runs from County Road I to County Road H just east of Interstate 35W, as well as a trail extension to the south that will connect with the Highway 96 regional trail. The amendment includes development within the existing corridor as well as on property yet to be acquired.

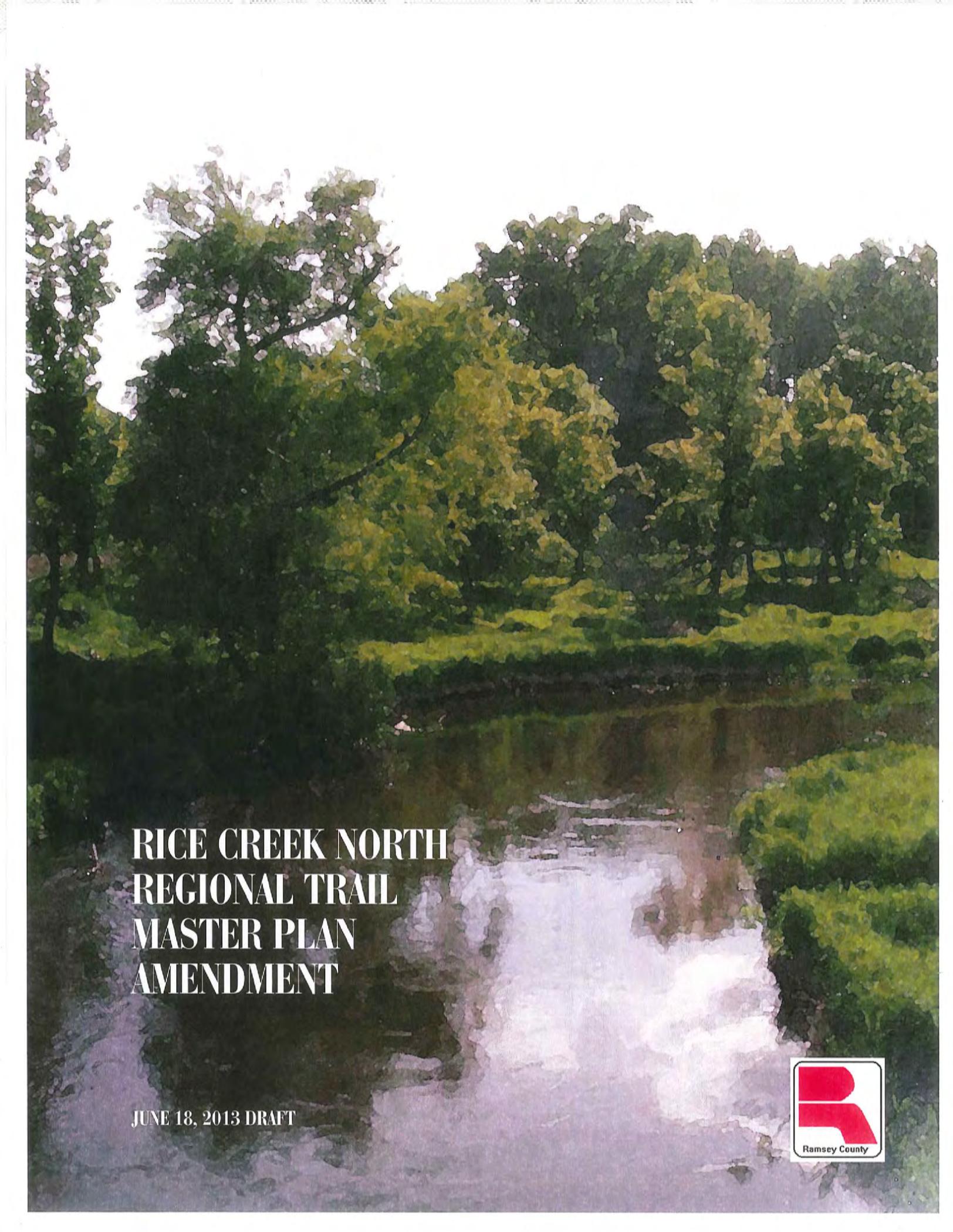
The amendment has also been developed to fulfill the requirements of the Metropolitan Council for regional trail master plans as outlined in the 2030 Regional Parks Policy Plan. Once approved by the Metropolitan Council, Ramsey County will have the ability to seek funding for environmental remediation, building demolition and development of these portions of the regional trail.

It is intended that this amendment appends and updates the 1998 Rice Creek North Regional Trail Corridor Master Plan. As such, components of the trail outside of the TCAAP area and operational aspects of the original master plan remain in effect. In an effort to providing clarity, this amendment replaces the 2003 Rice Creek North Regional Trail Master Plan Amendment so as to address the expanded Rice Creek North Regional Trail Corridor area. The replacement of the 2003 amendment is also needed because of the revised transportation plan proposed for the former TCAAP area. This amendment will eliminate the 2003 reference to a north/south road across the wildlife corridor connecting to County Road I. The proposed amendment is reflective of the development plan that was discussed and recommended by the City of Arden Hills City Council in December of 2009 and Ramsey County Board of Commissioners in 2010.

Changes to the Rice Creek North Regional Trail Master Plan are primarily focused on the expansion of facilities made possible by the 29 acres of additional Trailhead Access area proposed to be transferred to Ramsey County Parks and Recreation from TCAAP. This area is in addition to the 49 acres that was identified in the 2003 amendment and has already been acquired. The new area extends to County Road I from the 2003 amendment property. Also added is a 150 foot corridor that will establish a regional trail corridor to Highway 96 on the south.

The expansion of the Rice Creek North Regional Trail will facilitate site improvements to the existing Rice North Creek Regional Trail Corridor to include a regional trailhead; access drive and bituminous trail connections from County Rd I; X-C ski and staging area; natural surface grass trails/X-C trails; habitat restoration; improved connections to Rice Creek; improved trail

connections; site remediation/clean up; and a trail extension from the existing RCNRT along the east side of the former TCAAP site to connect to the Highway 96 Regional Trail.

An aerial photograph of a lush, green forest. A stream flows through the center of the image, cascading over rocks to form a small waterfall. The surrounding trees are dense and vibrant green, with some areas appearing slightly overexposed or washed out, particularly in the center and right side of the image.

**RICE CREEK NORTH  
REGIONAL TRAIL  
MASTER PLAN  
AMENDMENT**

JUNE 18, 2013 DRAFT



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# PLANNING FRAMEWORK

## Overview

The purpose of the Rice Creek North Regional Trail Amendment is to guide the development, preservation, management, and improvement of the expansion to the Rice Creek North Regional Trail. The Rice Creek North Regional Trail is located in the northwest corner of Ramsey County. The trail is 4 miles in length and is part of a 14-mile regional trail corridor that extends from the Chain of Lakes within Anoka County to the Mississippi River by way of Long Lake Regional Park. The trail corridor includes Rice Creek and its floodplain.

This amendment appends and updates the 1998 Rice Creek North Regional Trail Corridor Master Plan for this portion of the Rice Creek North Regional Trail, referred to in this document as the Rice Creek North Regional Trail Connection. In an effort to provide clarity, this amendment replaces the 2003 Rice Creek North Regional Trail Master Plan Amendment so as to address the expanded Rice Creek North Regional Trail Corridor area. This amendment is written to fulfill the requirements of the Metropolitan Council for regional trail master plans as outlined in the 2030 Regional Parks Policy Plan.



*The amendment guides the development, preservation, management, and improvement of the existing Rice Creek North Regional Trail.*

## Metropolitan Regional Parks and Open Space System

Regional parks and trails are developed in the Twin Cities Metropolitan Area to preserve green space for wildlife habitat and provide a wide-range of natural resource-related recreational opportunities. Established in 1974, the Regional Parks and Open Space System is managed by the Metropolitan Council in partnership with cities, counties, and special park districts. While the operation of the system is the responsibility of cities, counties, and special park districts, the Metropolitan Council supports it with planning, funding, and advocacy. Each implementing agency, such as Ramsey County, is responsible for the development of a master plan for its regional park and open space system components. In 2012, the system includes 51 regional parks and park reserves, 231 miles in 38 regional trails, and seven special recreation features.



## Ramsey County Parks and Recreation

Ramsey County is the most densely population county in the State of Minnesota. The Ramsey County Parks and Recreation system encompasses over 6,500 acres consisting of six regional parks, six regional trails, nine county parks, nine protected open spaces, five golf courses and numerous recreation facilities. The park and open space areas held by Ramsey County represent the largest undeveloped land area in the county. Ramsey County Parks and Recreation works in cooperation with the Metropolitan Council, the National Park Service, St. Paul Regional Water Services, Minnesota Department of Natural Resources (MNDNR), its municipalities, and other

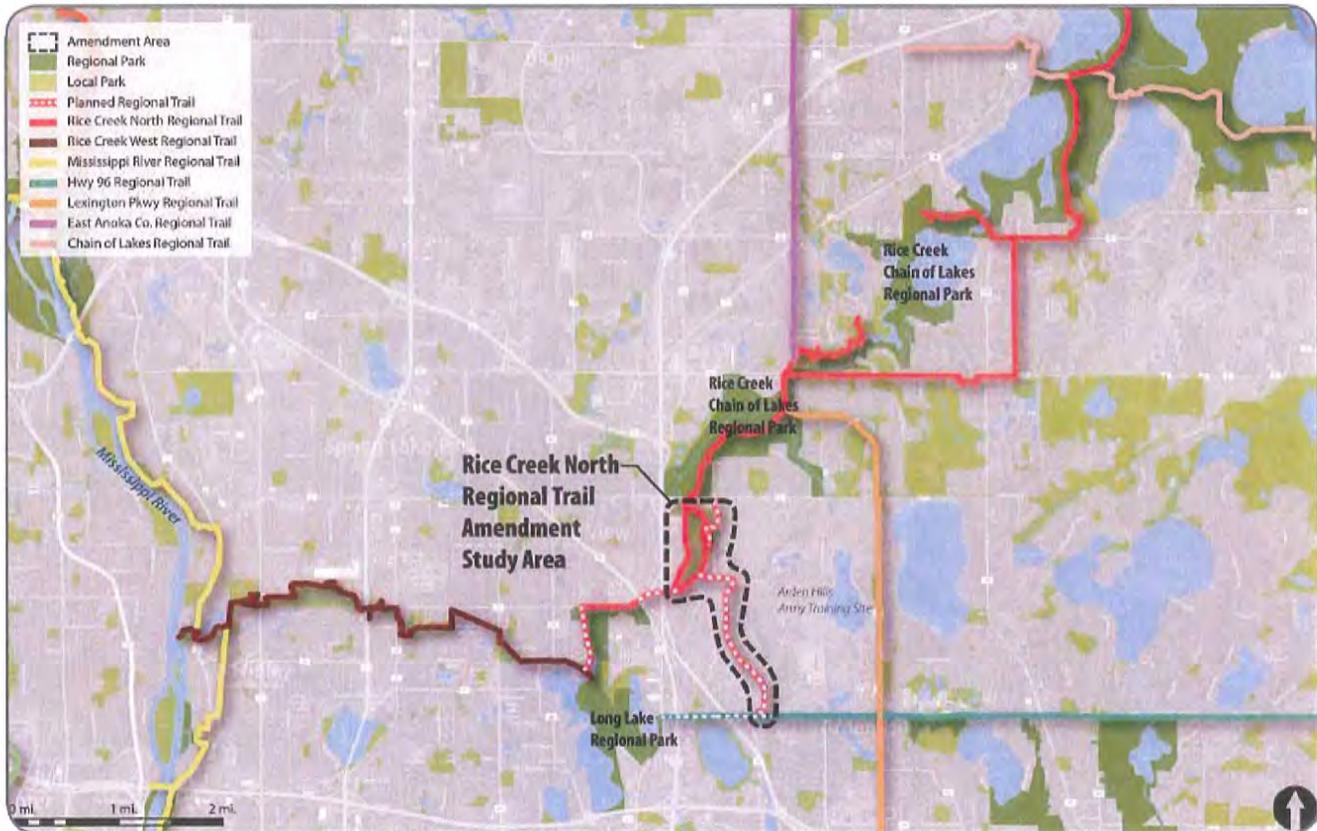


Figure 1: Regional Trail System from the Mississippi River to the Rice Creek Chain of Lakes

governmental units to advance park, recreation, and leisure opportunities for all Ramsey County residents.

The mission of the Ramsey County Parks and Recreation Department (RCPRD) is “to enhance the quality of life for the people of Ramsey County by preserving, developing, maintaining and managing a system of parks, open space, trail corridors and special use areas; and by providing year-around recreational programs, services and facilities which are responsive to changing needs, compatible with the resource base and most effectively provided at a county level.” Ramsey County Parks and Recreation supports this mission by:

- **Open space preservation** — We acquire, protect and manage unique, fragile and aesthetically attractive natural resources that contribute positively to the urban landscape, and perform critical natural functions.
- **Nature interpretation** — We promote positive environmental values through an increased awareness, knowledge and appreciation of natural resources and natural processes.
- **Outdoor recreation programming** — We sponsor or co-sponsor recreation programs that encourage development of resource-oriented outdoor recreation skills and promote wellness. We



Figure 2: Regional Trail System around the Rice Creek North Regional Trail

also organize special events that introduce people to recreation opportunities available within the system.

- **Special recreation services** — We provide areas, facilities and programs of Ramsey County-wide significance to meet specialized indoor or outdoor recreation needs of Ramsey County residents.
- **Park services** — We provide diverse and accessible areas and facilities primarily for self-directed Ramsey County resource-oriented outdoor recreation that complement the natural features of each site.
- **Trail services** — We coordinate establishment of a Ramsey County-wide system hiking and biking trails plan that connect significant natural and cultural features and implement those segments of county or regional significance that are located on Ramsey County park and open space land.

## History

The 14 mile Rice Creek North Regional Trail extends from Rice Creek West Regional Trail at Long Lake Regional Park to Rice Creek Lake Chain of Lakes Regional Trail in Anoka County. Development of the Ramsey County segment of the Rice Creek North Regional Trail has occurred as opportunities arose. The amendment area represents the central portion of the Ramsey County segment of the Rice Creek North Regional Trail corridor extending approximately from County Road H to County Road I just east of Interstate 35W, as well as a trail extension to Highway 96. This central portion has been available for acquisition and development only in the last decade due to the decommissioning of the Twin Cities Army Ammunition Plant (TCAAP) property and its availability for other uses.

At its largest extent, the TCAAP property occupied 2,370 acres in the northern third of Arden Hills. It was bounded by Highway 96 on the south, Highways 10 and 35W on the west, Lexington Avenue on the north and County Road I on the north. The development and operation of the TCAAP site as a federal small arms ammunition plant began in 1941 and lasted until 1976. The site was developed with more than 300 buildings and at its peak had 26,000 workers, 37 miles of roads, 83 miles of sewer, and 40 miles of electric and telephone. Between 1974 and 1985 the federal government started decommissioning the property. Production of special munitions continued on a limited basis in some areas until 2005.

According to the City of Arden Hills Comprehensive Plan, plans for the transfer and redevelopment of the property began in the 1980s. Over the years these plans have evolved and become more detailed. In 1996 the TCAAP Framework Plan (commonly referred to as the Vento Plan) was developed by the TCAAP Reutilization Commission appointed by Congressman Bruce Vento. In 2002 the City of Arden Hills worked with Ryan Development and its partners on a redevelopment plan (commonly called the Ryan Plan) that was ultimately withdrawn due to economic infeasibility in the recession. While significant redevelopment has yet to occur, much of



*One of the TCAAP structures that will need to be removed from the Rice Creek North Regional Trail Corridor property.*



Figure 3: Evolution of the Rice Creek North Regional Trail Corridor

the TCAAP property has been transferred or leased to other public entities.

The 1998 Rice Creek North Master Plan identified 113 acres of TCAAP property to be acquired for the regional trail corridor. Located in the northwestern corner of TCAAP, the property includes Rice Creek, an archaeological area, and wildlife habitat. This property was transferred to Ramsey County in 2006 by the National Park Service as part of the Federal Lands to Park Program. Ramsey County is obligated to make the site available for public recreational use, as well as preserve and protect the one acre archeological site located on the property. A trail and trail bridge has been constructed on this property.

The 2003 Rice Creek North Regional Trail Master Plan Amendment and 2006 Ramsey County System Plan identified an additional 49 acres of TCAAP property to be acquired as a wildlife corridor. This property, which has already been acquired, was located to the east of the initial trail corridor area. The wildlife corridor was considered a critical link to the 1,500 acre Arden Hills Army Training Site (AHATS).

In 2012, a Joint Powers Agreement (JPA) established a partnership between Ramsey County and the City of Arden Hills with the goal of the remediation

and productive reuse of the remaining 427-acre TCAAP site. Ramsey County will purchase the TCAAP site from the U.S. Government and will work with Bolander and Sons to remediate the site to residential standards including the demolition of the remaining buildings.

As part of these most recent negotiations, an additional 60 acres is proposed to be transferred to Ramsey County Parks and Recreation for the Rice Creek North Regional Trail Corridor to be added to the wildlife corridor area. This area extends to County Road I and will facilitate the construction of a trailhead entry driveway and additional trails. Also added is a 150 foot corridor that will establish a trail and prairie corridor to Highway 96 on the south. The acquisition and development of these parcels is the new portion of the Rice Creek North Regional Trail Amendment.

## Citizen Participation

The development of the Rice Creek North Regional Trail has been evolving since the 1970s when Ramsey County first developed a preservation and recreation concept for the Rice Creek corridor. Specific planning around this segment of the Rice Creek North Regional Trail became more extensive once the decommissioning and redevelopment of TCAAP became a reality. Numerous opportunities for public involvement have occurred both as part of the ongoing Ramsey County Parks and Recreation planning efforts and as part of the larger TCAAP redevelopment discussions.

As part of this amendment process, Ramsey County Parks and Recreation presented the Master Plan Concept as part of an informational meeting held by the City of Arden Hills on the demolition and remediation to occur as part of the TCAAP project. This May 7, 2013 meeting was attended by 200 people. Comments collected were reviewed and addressed by Staff where possible.

Placeholder: Public review summary after public review is complete.

## Demand Forecast

The expansion of the Rice Creek North Regional Trail enhances recreational opportunities and protection of natural areas. The development of the regional trail has occurred as opportunities arise with each new segment eliminating gaps and increasing the overall attractiveness of the corridor for recreational use. It is anticipated that this section of the Rice Creek North Regional Trail will have visitor demand similar to other nearby components of the regional trail system (Table 1). The use of the Rice Creek North Regional Trail is anticipated to continue to rise due to urban recreation trends and the anticipated population growth of the trail service area. Trails are the number one desired recreation facility in poll after poll due to their ability to be enjoyed by people of all ages, abilities and income. According to the 2008 Metropolitan Council Regional Parks and Trails Survey, at least two-thirds of people using recreational facilities in the metro area were using



*According to Metropolitan Council, two-thirds of people using recreational facilities are using trails.*

**Table 1 Metropolitan Council 2011 Annual Use Estimate**

REGIONAL PARK OR TRAIL	SUMMER VISITS	WINTER VISITS	SPRING/FALL VISITS	OTHER VISITS	TOTAL VISITS
<b>RAMSEY COUNTY</b>					
Rice Creek North Regional Trail	79,300	24,300	104,400	0	207,900
Rice Creek West Regional Trail	56,700	17,300	74,600	1,900	150,500
Highway 96 Regional Trail	182,000	55,700	239,700	2,900	480,400
Long Lake Regional Park	207,400	36,900	198,500	29,000	471,700
<b>ANOKA COUNTY</b>					
Rice Creek North Regional Trail	28,100	8,600	37,000	0	73,600
Rice Creek West Regional Trail	135,600	41,500	178,600	300	355,900

**Table 2 Population Projections**

	2010	2030	PERCENT CHANGE
Arden Hills	9,552	12,900	26%
Mounds View	12,155	13,400	9%
New Brighton	21,456	22,800	6%
Shoreview	25,043	29,000	14%

trails. Among these trail users, biking and walking are the most common recreation form, while running, inline skating, and dog-walking were also popular.

Growth in the Rice Creek North Regional Trail is also anticipated due to the population growth of the surrounding communities. Metropolitan Council studies indicate that 1/2 of regional trail users live within 3/4 mile of a trail (core service area) and 3/4 live within 3 miles of the trail (primary service area). As shown in the Table 2, the communities surrounding this segment of the Rice Creek North Regional Trail are all anticipated to increase by 2030.

The most significant growth, located in Arden Hills is anticipated to occur in the area immediately adjacent to the amendment area as part of the redevelopment of the 427 acres in TCAAP. The City of Arden Hills, in partnership with Ramsey County as part of the Joint Development Authority, is in the process of revising the master plan for the site, preparing an Alternative Urban Areawide Review (AUAR), and preparing development regulations to support the redevelopment of the site. A portion of the site will be undergoing a 30 month environmental remediation that will be complete in 2015. When development occurs the site is anticipated to have a mixture of commercial and residential uses. It is anticipated that park and open space areas within the TCAAP redevelopment area will connect to the Rice Creek North Regional Trail corridor.

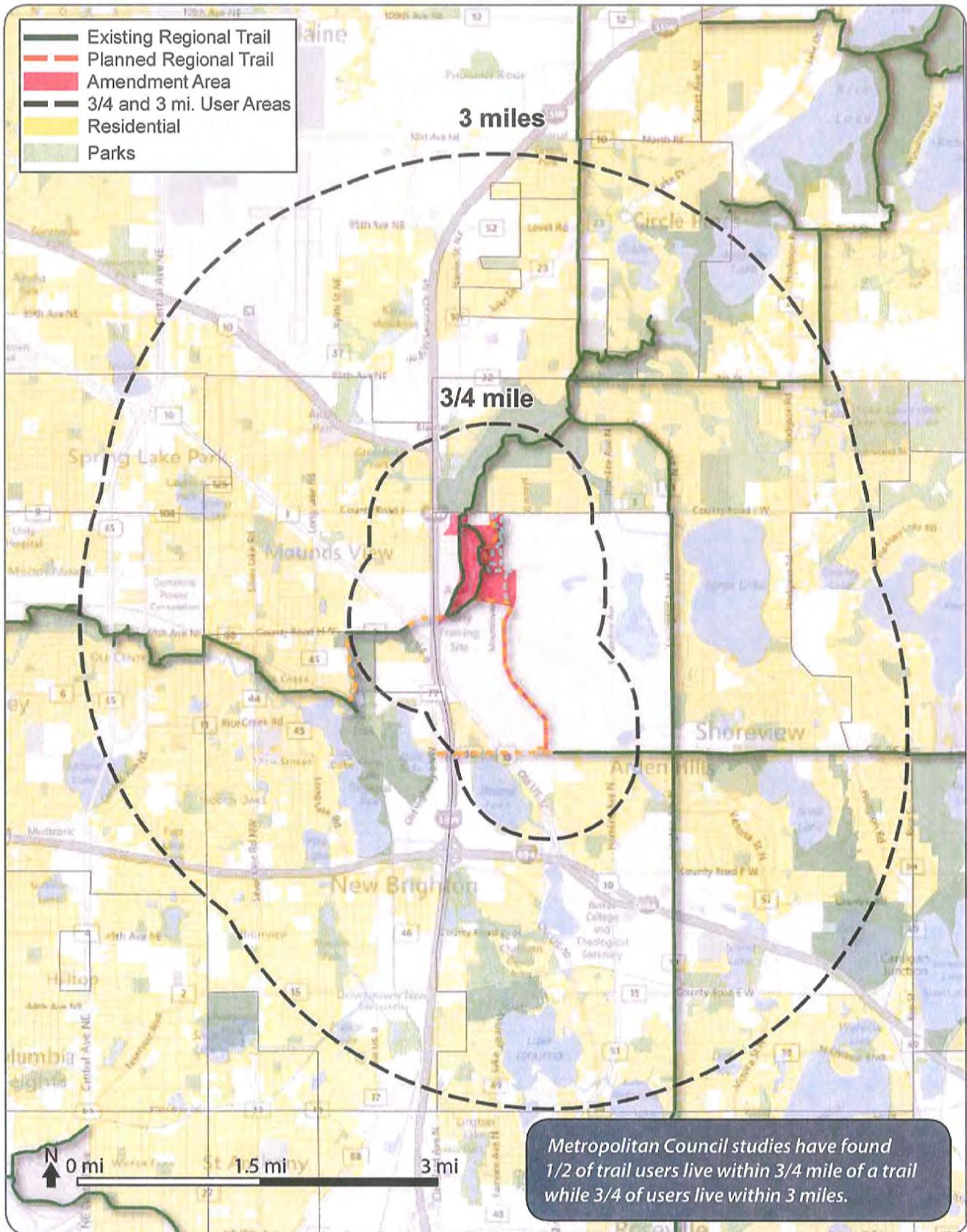


Figure 4: Rice Creek North Regional Trail 3/4 Mile and 3 Mile Service Areas

# EXISTING CONDITIONS

## Boundaries and Acquisition Costs

The Rice Creek North Regional Trail Connection links Rice Creek North Regional Trail to a new trail on County Road H over Hwy 10 and to the Highway 96 Regional Trail. The eastern boundary is defined by the Arden Hills Army Training Site (AHATS). This boundary will be secured by fencing. The trail corridor runs along the AHATS boundary in a 150' wide natural swath from Highway 96 to the existing Rice Creek Trail.

There is also an additional acquisition of land to extend the greenway north from the proposed parking/staging/trailhead area to Hwy I (TCAAP Parcels B&C). This area will also be fenced to the east to limit access into AHATS. Long term plans supported by the Minnesota Amateur Sports Commission would extend some winter access into the AHATS property for cross country skiing. This site is important for increasing the habitat area and connectivity between existing restorations on site, Rice Creek Chain of Lakes Regional Park and AHATS, which acts as a nature preserve.

Purchase price of the land, through the transfer of land from the Army to the National Park Service to Ramsey County, will be minimal. As part of the acquisition of the land, however, there are significant clean up and remediation costs that will be necessary in order for Ramsey County to receive the transfer of the land. An estimate in March of 2012 anticipated \$615,000 worth of demolition and soil remediation to bring the land to a suitable level.

## Natural Resources Inventory

### Ecological Significance

Metropolitan Council has identified Regionally Significant Natural Resource Areas based on ecological attributes including patch size, shape, cover type, diversity, and adjacent land use. Rice Creek North Regional Trail Connection provides a critical link between several areas identified as Regionally Significant: the Rice Creek Chain of Lakes Regional Park, the AHATS property, and Long Lake Regional Park.

### Land Cover

Existing vegetation, as classified by the Minnesota Land Cover Classification System is a mix of floodplain, grasslands with patches of deciduous forest and woodlands. Much of the natural vegetation has been highly degraded from past use as an army munitions plant and channelization of Rice Creek. Invasive species have become widespread. The most troublesome species are reed canary grass. There are some areas of restored prairie in the amendment area.

### Water Resources

Rice Creek is the dominant natural feature in the amendment area. Rice Creek originates in Clear Lake south of Forest Lake, MN and flows for 28



Acquisition proposed in the 2013 amendment.



Vegetation within the corridor is a mix of grasslands with patches of deciduous forest and woodlands.

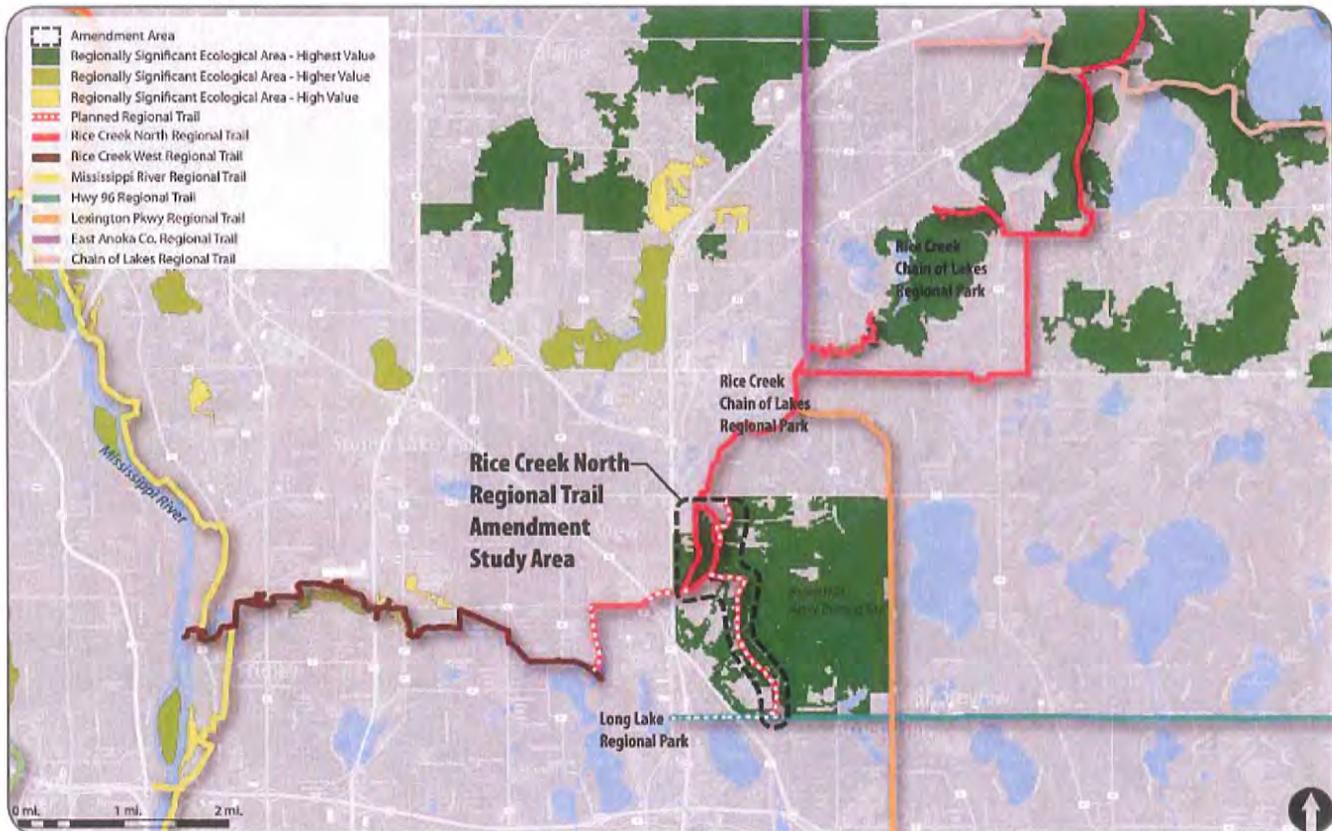


Figure 5: Metropolitan Council's Regionally Significant Natural Resource Areas

miles southwest to the Mississippi River in Fridley. Sections of the creek have been straightened and the creek is identified in the 2010 Rice Creek Watershed Management plan as impaired for aquatic life. During times of high waterflow, the creek provides an excellent watercourse for canoeing. The USGS maintains the water flow and posts readings to the general public on their website. Suggested waterflow ranges have been established that are suitable for water trail users. Rice Creek meanders have been restored in the Shoreview Unit of the trail corridor, but not in the amendment area.

### Topography

The topography of the corridor is a shallow valley and flood plain near the creek with short embankments (8%-12% slopes) and gently rolling plateaus and steep sided knolls and ridges (10%-30% slopes) between elevations 900-910.

### Wildlife

The 49-acre wildlife corridor provides an important wildlife connection between AHATS and Rice Creek. The amendment area provides important habitat for birds, small mammals, and invertebrates, as well as several osprey nesting sites in the area.



Rice Creek is the dominant water feature within the corridor.

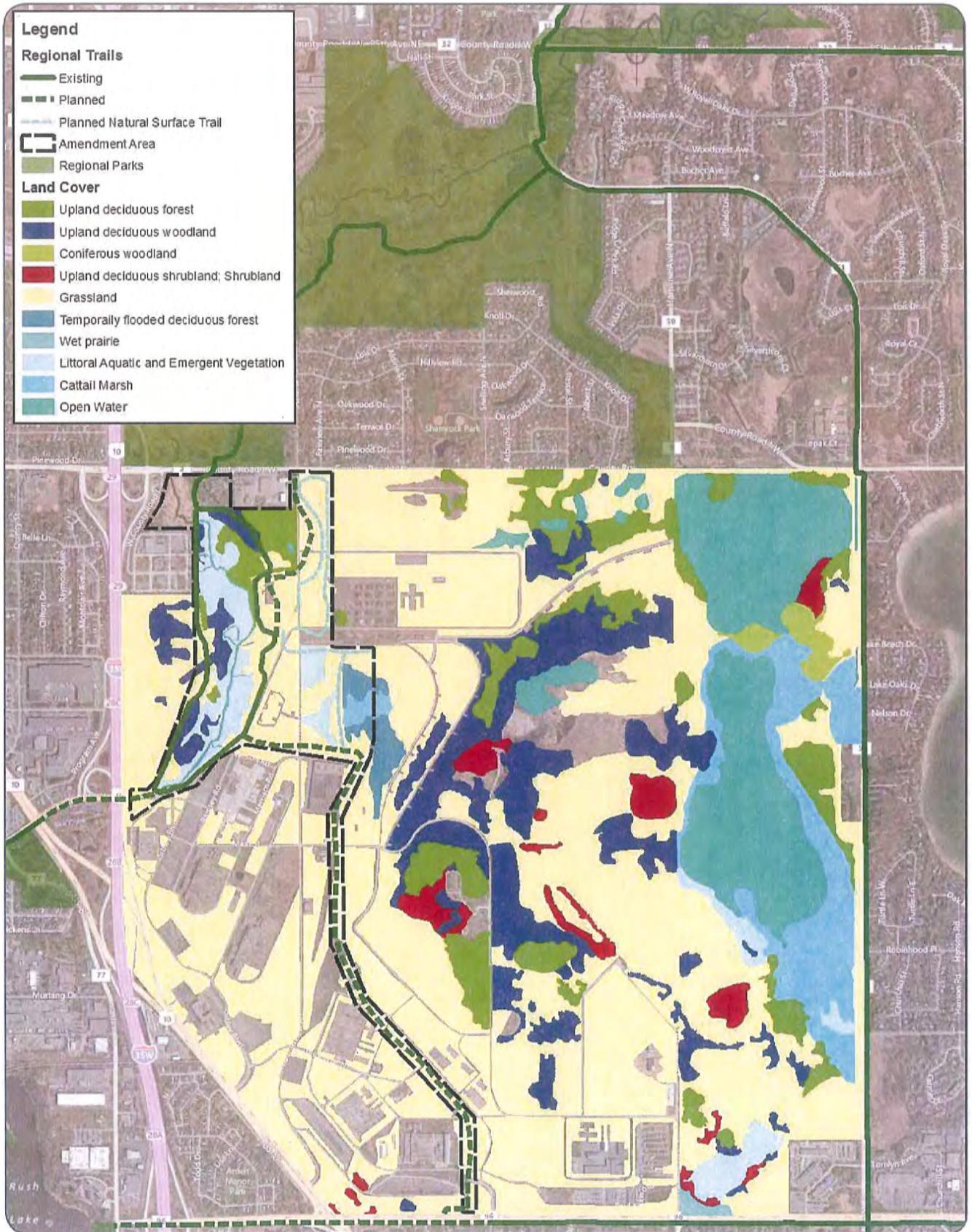


Figure 6: Minnesota Land Cover Classification System (MLCCS)



*Buildings on the site will be torn down and contamination addressed before the site is available for recreational use.*

## Historic Resources Inventory

### Archaeological Site

Inside of the existing loop trail and approximately 600 feet west of the proposed trailhead is an archaeological sensitive area. Pre-contact American Indian artifacts include both pottery and lithics (AUAR 2007). Recreation development in the amendment area will not have any impact on the archeological sensitive area.

### TCAAP Buildings

With the redevelopment of the TCAAP site, the existing buildings and structures will be torn down. Contamination and changes in land use make retaining these structures within the regional trail corridor and natural areas problematic. The story of TCAAP should instead be told through interpretive signage and other methods.

## THE PLAN

### Development Concept

The Rice Creek North Regional Trail Connection will link growing populations to and expand the regional trail network for recreation and non-motorized transportation. It will also provide natural habitat areas and expand opportunities for natural resource based recreation.

The trail connects into the existing regional and local trail network:

- Highway 96 Regional Trail
- Rice Creek North Regional Trail
- Local trail along Hwy I
- Future Cross Country Skiing Trails

### Recreation Development

Recreation development in the Rice Creek North Trail Connection area will include:

- Bituminous Trail (12,000 LF)
- Natural Surface Trail (9,000 LF) for hiking
- Trailhead building with rest rooms
- Parking (100 stalls)
- Site amenities
- Entry drive
- Improved trail connections to Rice Creek
- Habitat restoration



*Plans include the expansion of the existing bituminous trails*

- Wayfinding signage
- Potential cross country ski trails in conjunction with development of ski trails on the adjacent AHATS property
- Canoe/kayak access

The most significant expansion of bituminous trail in the amendment area will be the Rice Creek North Regional Trail Connection. This 1.5 mile long trail will extend from the existing wildlife area to Highway 96. The trail will be constructed within a 150' corridor that will follow the western edge of the AHATS property.

New bituminous trail will also link the proposed trailhead and parking area north to County Road I. An at-grade trail crossing will be needed at County Road I for pedestrian and cyclist safety.

Approximately 9,000 feet of natural surface trail is planned to create a walking/cross country skiing loop that will connect into a future cross country trail system. This will be accomplished working in conjunction with AHATS and supported by the Minnesota Amateur Sports Commission. The natural trail surface will give users the opportunity to walk and ski through restored prairie and Rice Creek wetlands.

A trailhead with a building and redeveloped parking lot will support trail uses. There will be 100 spaces of parking, restrooms, signage, site amenities, and equipment storage.

### Road Crossings

The Rice Creek North Regional Trail Connection will cross a proposed service road to access a future electrical substation. This crossing will be at grade. Stop signs will stop service vehicles before crossing the trail. Additional signage along the trail and the road will notify drivers and trail users of the intersection and to use caution.

At grade crossing improvements are also anticipated at County Road I and Highway 96. The County will work with appropriate jurisdictions on design of these crossings.

### Lighting

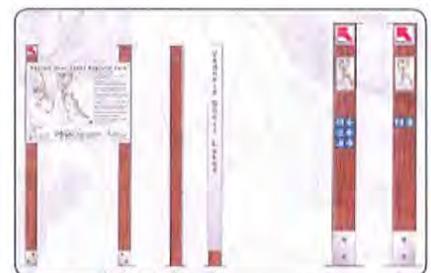
Consistent with other Ramsey County regional trails, lighting will be provided at the trailhead and parking lot areas. At this time, no trail lighting is anticipated.

### Wayfinding

Wayfinding is the way people navigate from place to place. A consistent wayfinding system is essential for orientation, navigation and safety. Signage should be consistent across the system and should guide greenway users to local services, cultural destinations, transportation connections, activity centers, recreation destinations, cities, neighborhoods and other landmarks. The Rice Creek North Regional Trail will utilize the existing RCPRD Master Plan for consistency with other regional parks and trails.



*The creation of a trailhead parking lot and entry drive will eliminate the need for users to cross County Road I from the existing parking lot to access this portion of the regional trail.*



*Signage, as shown in the Ramsey County Wayfinding Masterplan, will help increase public awareness as the trail is expanded.*

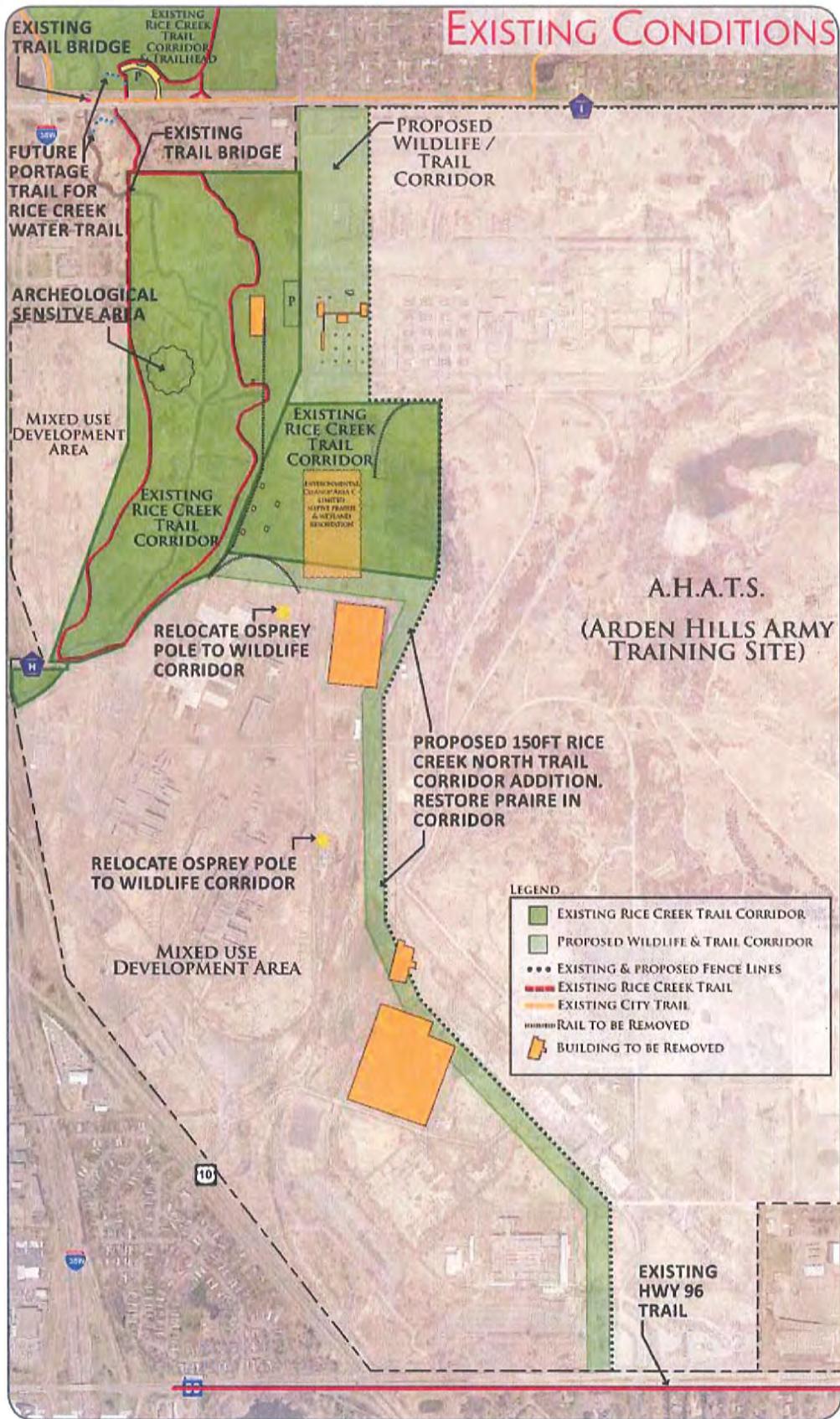


Figure 7: Existing Conditions

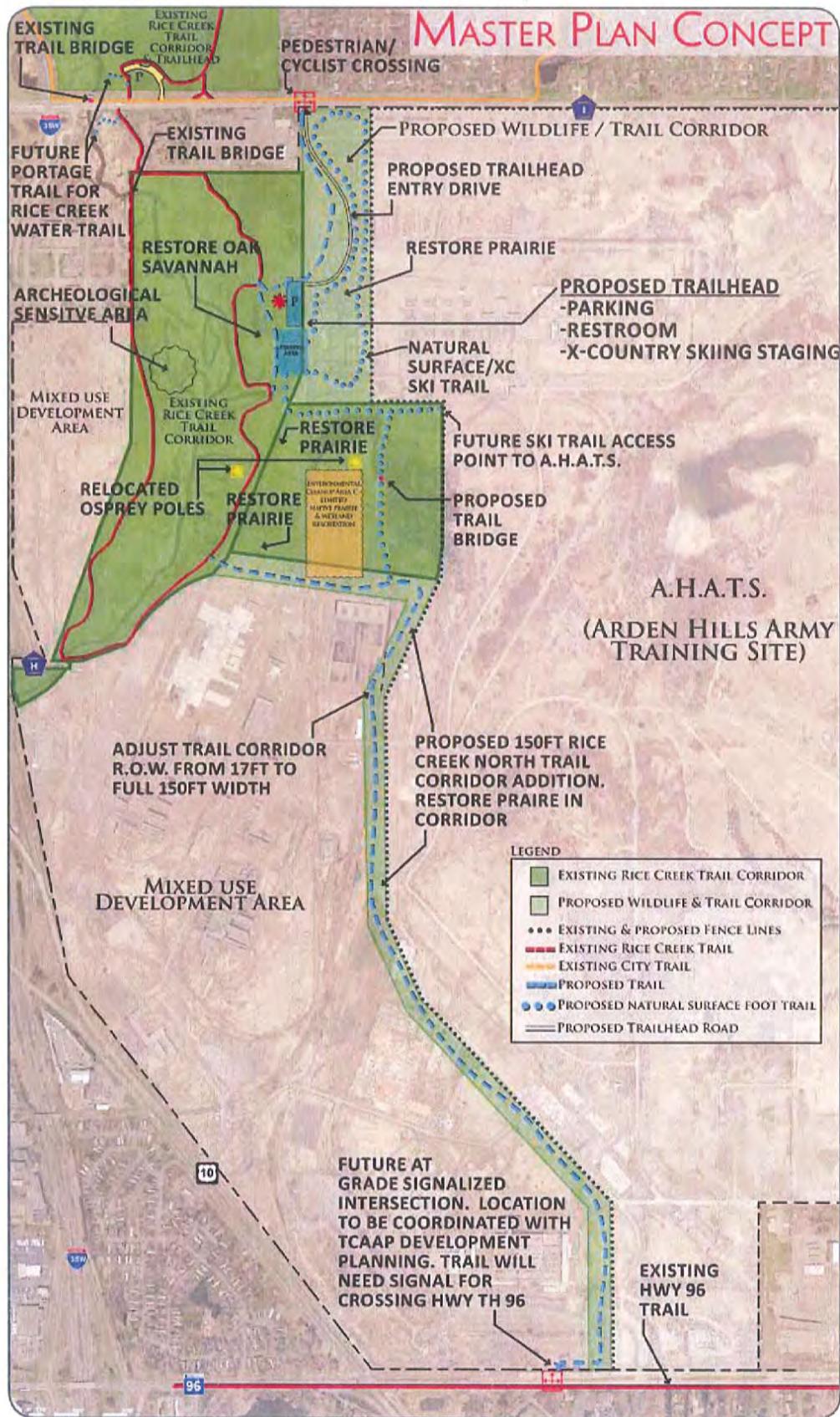


Figure 8: Master Plan Development Concept



*The corridor provides habitat for birds, small mammals and invertebrates.*

## Stewardship Plan

The Rice Creek North Regional Trail Connection will be restored and managed according to the 2008 Ramsey County Parks and Recreation Natural Resource Management Plan.

### *Vegetation*

The Rice Creek North has been identified as a priority area to restore to a combination of wetland, prairie and savannah habitats.

Prairies will be maintained with prescribed fire and invasive species, will be controlled on a variety of habitats with herbicides and bio-control. Bio-control efforts are done in partnership with the Minnesota Department of Agriculture (MDA) and Minnesota Department of Natural Resources (MNDNR). Habitat management assistance may also be provided by the Conservation Corps of Minnesota (CCM).

### *Wildlife Management*

The Rice Creek North Regional Trail area hosts a diverse variety of wildlife. Birds include nesting songbirds, waterfowl, and raptors. Larger mammals include white-tailed deer, otter, coyotes, red fox and raccoons.

The deer population is annually surveyed. If needed the deer herd will be managed with special hunts under the Ramsey County Cooperative Deer Management Plan in partnership with New Brighton, Mounds View, Arden Hills and Shoreview.

Nest boxes are provided for wood ducks and eastern bluebirds and nesting towers for osprey.

### *Water Resources*

The 2010 Rice Creek Watershed Management Plan identifies restoration for Middle Rice Creek as a capital improvement project. This project would involve the restoration or re-meandering of more than 16,000 feet of Rice Creek from Howard Lake to the Mississippi River. The intent of the project is to increase recreational use of Rice Creek as a regional water trail and to reverse the consequences of past efforts to reduce flooding and 'control' Rice Creek through channelization. Channelization is believed to have resulted in an increase in sedimentation downstream within Long Lake, the loss of fish and wildlife habitat, and an increased in downstream flood flows. Implementation will be a joint effort between the RCWD, Anoka County, Ramsey County, the National Park Service, and the Friends of the Mississippi River.

## Public Services

No significant new public services will be needed to accommodate the development of the Rice Creek North Regional Trail Connection. The proposed trailhead and parking lot will be accessed from County Road I. As the park is established and visitor use increase, the intersection will need to be reviewed regularly to determine whether intersection improvements are needed to accommodate traffic volumes and preserve motorized and non-motorized transportation safety.

Water and sanitary sewer services are planned to serve the restrooms at the trailhead area. The trailhead facility is planned for construction in the RCPRD appropriation for the Parks and Trails Legacy Amendment Funding for 2018/2019. All existing sewer and water mains to the existing buildings on the property are planned to be abandoned. It is anticipated that sewer and water will be extended from mains on County Road I in conjunction with the restroom construction.

## Conflicts

No major conflicts will affect the viability of the master plan amendment recommendations. Adjacent land uses include future mixed use development and the Arden Hills Army Training Site (AHATS). AHATS will be separated from the trail corridor by a fence with very limited access into the AHATS site. A portion of the trail corridor will also be collocated with high tension power lines. One access road is necessary for crossing the trail to get to a substation, and will be managed to have minimal impact on trail use.

## Accessibility

RCPRD is committed to providing universal accessibility at all trail facilities. Ramsey County is part of the Ramey County Active Living Communities partnership which works to bring about and sustain changes in design, transportation, and public/private policies to cultivate and support a way of life that physical activity in our neighborhood and community safer and easier. Care will be taken to design facilities that meet the requirements for the American with Disabilities Act (ADA), as well as principles for universal accessibility so as to provide all visitors with a meaningful experience.



*Benches are located frequently along the Rice Creek Trail to support universal accessibility of the trail.*

**Table 3 Development Cost Estimates**

ITEM	COST
Acquisition*	\$0
Demolition	\$205,000
Remediation	\$410,000
Parking Lot Reconstruction (100 cars)	\$151,732
Entrance Road	\$256,342
Trail Connections (12,700 linear feet)	\$362,010
Landscape Restoration	\$276,100
Site Amenities (benches, trash receptacles, bike racks, site signs, interpretative signs)	\$27,940
Trailhead Building	\$275,000
Utility Extension (2,000 linear feet)	\$572,000
Other Site Improvements (remove existing bituminous, fencing)	\$619,355
<b>Total</b>	<b>\$3,155,479</b>

\*Acquisition costs are site demolition and remediation

## IMPLEMENTATION

### Phasing and Priorities

The first phase of the master plan is removal of existing buildings. This phase is planned for 2014 and will be completed in conjunction with clean up of the larger TCAAP site. Construction of the trail itself is anticipated to take place in 2015/16. The building is in the County's Capital Improvement Plan for 2018/19.

Longer term development will include local connections along with future residential development and the future cross country ski facility for the Minnesota Amateur Sports Commission. Both of these additions will bring new users to the Rice Creek North Regional Trail. Natural resources projects conducted by RCPRD will be timed with development components.

### Operations

Operations of the regional trail corridor will be the responsibility of the RCPRD. Operations will continue to be handled as outlined in the Operation Details section of the 1998 Rice Creek North Regional Trail Corridor Master Plan. As stated in that plan, operation and maintenance services will be provided at a level that is appropriate for the designated use and consistent with the current phase of development. The level of services will be directly influenced by budget limitations and the County's operation and maintenance policies. Funding for maintenance



Ramsey County Parks and Recreation will be responsible for regular maintenance activities like trail bridge repair.

**Table 4 Operations Cost Estimates**

RICE CREEK NORTH REGIONAL TRAIL	
Existing (per current operation/maintenance conditions)	\$30,000
Future (when fully developed per development identified above)	\$100,000

and operation is appropriated from County tax revenue, supplemented by State appropriation for Regional Parks Operation and Maintenance Funding.

### *Operating hours*

Regional parks and trails have general operating hours from ½ hour before sunrise to ½ hour after sunset.

### *Ordinances*

Public use and enjoyment of the County park system is controlled by “An Ordinance for the Control and Management of Park, Recreation and Open Space Areas and Facilities under the Jurisdiction of the Ramsey County Board of Commissioners.” This Ordinance, adopted in 1992 and amended in 2007, will govern the conduct of the public during the use of the regional trail corridor, its facilities, and resources. The ordinance, provided in the appendix, incorporates pertinent Minnesota statutes and includes the following sections:

1. Purpose/Definitions
2. Regulations of Public Use
3. General Conduct
4. Regulation of Recreation Activity
5. Regulation of Motorized Vehicles, Traffic and Parking
6. Enforcement
7. Miscellaneous
8. Effective Date

### *Enforcement and safety*

The RCPRD, in conjunction with the Ramsey County Sheriff’s Department, will educate and direct the public in appropriate use, provide ordinance enforcement, assist with first aid, and ensure security along the regional trail. The Ramsey County Sheriff will be responsible for enforcement of park hours. All trailhead access roads are equipped with gates that can be controlled to limit access. RCPRD will supplement the regular Sheriff’s Department patrol as needed. Fire services as needed are provided by the Lake Johanna Fire Department.



*Ramsey County Sheriff’s Department is the primary agency charged with enforcement and safety in the trail corridor.*

## Public Awareness

RCPRD will use a variety of tools to promote awareness and use of the regional trail system. This includes electronic and print communication methods such as websites, trail maps, brochures, email notification, Twitter, Facebook, and press releases to local newspapers. The department will ensure it is listed on Go Ramsey Communities, an interactive web-based mapping application that allows users to locate places to be active in the county. Ramsey County will also collaborate with Arden Hills, Shoreview, New Brighton, Mounds View, and the Metropolitan Council to promote the trails through their websites, newsletters, and brochures. Wayfinding signage within the trail corridor will be updated as needed following the existing RCPRD Wayfinding Master Plan for consistency with other regional parks and trails.



# APPENDIX

## AN ORDINANCE FOR THE CONTROL AND MANAGEMENT OF PARK, RECREATION AND OPEN SPACE AREAS AND FACILITIES UNDER THE JURISDICTION OF THE RAMSEY COUNTY BOARD OF COMMISSIONERS

The County Board of Ramsey County ordains:

### CHAPTER I — PURPOSE/DEFINITIONS

#### SECTION A — PURPOSE

This ordinance has been enacted pursuant to Chapter 383A, Laws of Minnesota, as amended, which authorizes the Ramsey County Board of Commissioners to enact ordinances to govern the conduct of members of the public during their use and enjoyment of the Ramsey County Parks and Recreation system so as to further the safety, health, enjoyment and welfare of all persons in the use thereof, and to protect public property and resources for posterity.

#### SECTION B — DEFINITIONS

1. "Agent" shall mean any unpaid volunteers and any person employed or hired by a contractor, concessionaire, or other person or firm to perform in a park or on other open space property at the request or under contract with the County of Ramsey.
2. "Amusement contraptions" means any contrivance, device, gadget, machine or structure designed to test the skill or strength of the user or to provide the user with any sort of ride, lift, swing or fall experience including, but not limited to, ball-throwing contest device, pinball-type devices, animal ride devices, dunk tank, ball and hammer devices, trampolines devices and the like.
3. "Board" shall mean and refer to the Ramsey County Board of Commissioners.
4. "Controlled substance" means any drug, substance or immediate precursor in schedules 1 through 5 of Minnesota Statutes, Section 152.02.
5. "Department" shall mean and refer to the Ramsey County Parks and Recreation Department.
6. "Director" shall mean and refer to the Director of Parks and Recreation — that person authorized by the Board to direct and administer the Parks and Recreation Department.
7. "Employee" shall mean any full-time, part-time, permanent or temporary worker in the employ of the Department. "Employee" shall also include unpaid volunteers and any person employed or hired by a contractor, concessionaire, or other person or firm to perform work in a park or on open space property at the request of or under contract with the County of Ramsey.
8. "Motor vehicle" means a self-propelled vehicle or vehicle propelled or drawn by a self-propelled vehicle which is operated on a highway, on the ground, in water, or in the air. Motor vehicle does not include any vehicle which operates exclusively upon railroad tracks.
9. "Motorized recreation vehicle" means any self-propelled, off-the-road or all-terrain vehicle including, but not limited to, snowmobile, mini-bike, amphibious vehicle, motorcycle, go-cart, trail bike, dune buggy or all-terrain cycle.
10. "Natural resources" shall mean all flora and fauna within a park and the physical factors on which they depend, including air, water, soil and minerals.
11. "Park" shall mean and refer to any park, open space, arena, golf course, special-use area, trail corridor or any other area owned, improved, maintained, operated or otherwise controlled by the Board for recreation or natural resource preservation purposes.
12. "Park waters" shall mean and refer to any lake, pond, river, stream or other body of water located wholly within the boundaries of a Ramsey County park or any public shoreline owned by or under the authority of the Board, including those waters lying within 300 feet of the waterfront immediately abutting park lakeshore.
13. "Peace officer" shall be as defined in Minnesota Statutes, Chapter 626.84, subdivision c.
14. "Permit" shall mean the written permission that must be obtained from the Department to carry out certain activities.
15. "Person" or "persons" shall mean individuals, firms, corporations, societies, or any group or gathering whatsoever.
16. "Pet" means any animal that is domesticated or kept as a companion.
17. "Roller-skate" is the act of riding or propelling oneself by human power or gravity on wheeled devices that are worn on a person's feet or stood upon by a person. "Roller-skates" specifically include, but are not limited to, traditional roller-skates, in-line roller-skates, roller-skis, skateboards and scooters.
18. "System" shall mean and refer to the Ramsey County Parks and Recreation system which includes the sites and facilities owned, maintained and operated by or otherwise under the authority of the Board, pursuant to Chapter 383A, Laws of Minnesota.
19. "Weapon" means any device including, but not limited to, firearms, bows, slings and spring guns from which a shot or a projectile of any type is discharged or propelled by means of an explosive, gas, compressed air, elastic or other means.
20. "Wildlife" shall mean any living creature, not human, wild by nature, including but not limited to mammals, birds, fish, amphibians, insects, reptiles, crustaceans and mollusks.

"Wine" means a vinous beverage containing not more than 14 percent alcohol by volume.

### CHAPTER II — REGULATIONS OF PUBLIC USE

#### SECTION A — PARK HOURS

1. Parks shall be open to the public during that period of time thirty (30) minutes before sunrise to thirty (30) minutes after sunset. It shall be unlawful for any person to enter or remain in a park at any other time without a use permit, except when the park area or facility hours are otherwise designated by the Director, or the park area or facility is being used as part of an authorized Department program.
2. Any section or part of any park may be declared closed to the public by the Director at any time and for any interval of time, either temporarily or at regular and staled intervals, and either entirely or for certain uses as the Director shall find necessary.

#### SECTION B — PERMITS

1. Permits shall be required for the exclusive use of all or portions of specific areas, buildings and other system facilities for conducting special events. Any person, group or association of persons required to obtain a permit shall file an application for such permit with the Director.
2. Permittee shall be bound by this ordinance and any Department regulations in force as though the same were inserted in said permit.
3. Permittee shall be liable for any loss, damage or injury sustained by the system or any person by reason of the negligence of the person or persons to whom such permits are issued.
4. Permittee shall not transfer or relinquish said permit to another person or group of persons without written authorization from the Director.
5. The Director shall have the authority to revoke a permit.
6. It shall be unlawful for any person to disturb, harass or interfere with the grantee of a valid permit, or with any of the grantee's property or equipment.

### CHAPTER III — GENERAL CONDUCT

#### SECTION A — DESTRUCTION/DEFACEMENT OF PARK PROPERTY/SIGNS

It shall be unlawful for any person to intentionally deface, vandalize or remove park property, buildings, equipment or facilities; or intentionally deface, destroy, cover, damage or remove any placard notice, or sign or parts thereof, whether permanent or temporary, posted or exhibited by the Department.

#### SECTION B — DISTURBANCE OF NATURAL RESOURCES

It shall be unlawful for any person to:

1. Intentionally remove, alter, injure or destroy any natural resource without written authorization from the Director;
2. Dig trenches, holes or other excavation in a park without written authorization from the Director;
3. Plant or cultivate any plant, or release any animal into a park without written authorization from the Director; or
4. Remove any device, apparatus or material installed for the protection, support or preservation of any tree, shrub or plant.

#### SECTION C — DISTURBANCE OF WILDLIFE

It shall be unlawful for any person to:

1. Kill, trap, hunt, pursue, or in any manner disturb or cause to be disturbed, or have in possession any species of wildlife found within the confines of any park, except that fishing may be permitted in designated areas subject to the laws and regulations as established by the State of Minnesota; or
2. Remove any animal, living or dead, from a park without written authorization from the Director. Any animal so removed or taken contrary to the provisions of this ordinance or laws of the State of Minnesota shall be contraband and subject to seizure and confiscation.

#### SECTION D — LITTERING

It shall be unlawful for any person to deposit, scatter, drop or abandon in any park, any paper, bottles, cans, sewage, waste, trash or other debris, except in receptacles provided by the Department for such purpose. No person shall deposit in any receptacle in any park, any accumulation of waste or trash generated outside the boundaries of the park.

#### SECTION E — DISTURBING THE PEACE — CONDUCT

It shall be unlawful for any person to:

1. Use threatening, abusive, insulting, obscene or indecent language, or commit, perform or engage in any lewd, lascivious, obscene or indecent act;
2. Engage in fighting, quarreling, wrangling, raucous clamor or tumult;
3. Disturb, harass or interfere with any park user or user's property; or
4. Solicit or ask anyone to commit, perform or engage in any lewd, lascivious, obscene or indecent act of behavior.

#### SECTION F — ALCOHOL AND CONTROLLED SUBSTANCES

It shall be unlawful for any person to:

1. Use, possess or sell any alcoholic beverages in violation of Minnesota Statutes;
2. Serve, possess, or consume any alcoholic beverage except:
  - a) beer and wine in areas designated by the Director, or
  - b) by permit or concessionaire agreement approved by the Board.
3. Consume or possess any alcoholic beverage at sites where the Department or its agent is a licensed vendor of alcoholic beverages unless purchased at that site;
4. Possess or bring beer or wine into a park in kegs, barrels or other tap quantities, except as authorized by special permit; or
5. Use, manufacture, possess, sell, give away, barter, exchange, distribute or otherwise transfer any controlled substance, except on a lawful prescription by a person licensed by law to prescribe and administer controlled substances.

#### SECTION G – GAMBLING

It shall be unlawful for any person to gamble or participate in any game of chance for a consideration of items of value, except as may be permitted by the Board in accordance with Minnesota Statutes.

#### SECTION H – POSSESSION AND USE OF FIREARMS/DANGEROUS WEAPONS/FIREWORKS

It shall be unlawful for any person to:

1. Possess within park property, fire or discharge, or cause to be fired or discharged across, in or into any portion of the park, any gun or firearm, spear, bow and arrow, crossbow, sling shot, air or gas weapon, or any other dangerous weapon or projectile, except for purposes designated by the Board in areas and at times designated by the Board;
2. Possess, set off or attempt to set off or ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics without authorization from the Director; or
3. Possess or carry in any park, any airgun, bow and arrow, knife with a blade three (3) or more inches in length, slingshot, dart or projectile thrower, or any other dangerous or illegal weapon.

Nothing in this section shall be construed to prevent the recreational use of bow and arrows on officially established target ranges. Any unauthorized or illegal weapon within a park shall be subject to seizure by a peace officer.

#### SECTION I – AUDIO DEVICES

It shall be unlawful for any person to operate or play any musical instrument, radio, television, record or tape player, loudspeaker, public address system or sound amplifying equipment of any kind in any park in such a manner that the sound emanating therefrom is audible beyond fifty (50) feet of the set or instrument and, subsequently, interferes with use of the park by others or disturbs the residents of adjacent properties.

#### SECTION J – LOITERING

It shall be unlawful for any person to:

1. Enter any comfort station or restroom, washroom or toilet facilities set apart or designated for the opposite sex, except a minor in the custody and under the supervision of a parent or guardian, or a person attending to or assisting a handicapped person; or
2. Lurk or loiter in or around the toilet or other system facility, except to use or wait for an accompanying person using such facility for the purpose for which it is intended.

#### SECTION K – PARADES/ENTERTAINMENT/PUBLIC MEETINGS

It shall be unlawful for any person to conduct processions, parades, pageants, ceremonies, exhibitions, celebrations, training exercises, speeches, entertainment or other public gatherings through or in any park, except with written authorization of the Director.

#### SECTION L - COMMERCIAL USE/SOLICITATION/ADVERTISING/PHOTOGRAPHY

It shall be unlawful for any person to:

1. Solicit, sell or otherwise peddle any goods, ware, merchandise, services, liquids or edibles in a park, except by authorized concession or written authorization from the Director;
2. Operate a still, motion picture, video or other camera for commercial purposes in a park without written authorization from the Director; or
3. Expose, distribute or place any sign, advertisement, notice, poster or display in a park without written authorization from the Director; or
4. Distribute or disseminate any leaflets, pamphlets, circulars, handbills, advertisements or other written or printed material without the written authorization of the Director.

#### SECTION M - SOLICITING DONATIONS

It shall be unlawful for any person to beg or solicit alms, donations or contributions within a park.

#### SECTION N - FIRES

It shall be unlawful for any person to:

1. Start or maintain a fire in any park, except small (not larger than three feet in diameter) recreational fires in fireplaces or fire rings provided for that purpose;
2. Start or maintain cooking fires, except in grills provided for that purpose. Private grills may be used in designated areas provided that all ashes and residue therefrom are disposed of in containers provided for such disposal;
3. Leave a fire unattended or fail to fully extinguish a fire; or
4. Scatter or leave unattended lighted matches, ashes, tobacco, paper or other combustible material.

#### SECTION O - AVIATION

It shall be unlawful for any person to use park property for a starting or landing field for aircraft, hot air balloons, parachutes, hang gliders or other flying apparatus without written authorization from the Director.

#### SECTION P - AMUSEMENT CONTRAPTIONS

It shall be unlawful for any person to bring in, set up, construct, manage or operate any amusement or entertainment contraption, device or gadget without written authorization from the Director.

#### SECTION Q - ENGINE-POWERED MODELS AND TOYS

It shall be unlawful for any person to fly or use any fuel or electric powered model aircraft, boat, car or rocket, or like-powered toy or model without written authorization from the Director. This section shall not apply to models or toys which are powered by hand-wound springs, rubber, or other elastic materials, or by inertial flywheels.

#### SECTION R – UNLAWFUL OCCUPANCY

It shall be unlawful for any person to enter in any way, any building, installation or area that may be under construction, locked or closed to public use; or to enter, remain in, or be upon any building, installation or area after the posted closing time or before the posted opening time, or contrary to the posted notice in any park.

#### SECTION S – INTERFERENCE WITH EMPLOYEE PERFORMANCE OF DUTY

It shall be unlawful for any person to impersonate any employee or agent of the Department or interfere with, harass or hinder any employee or agent in the discharge of duties.

#### SECTION T – PETS IN PARKS

It shall be unlawful for any person to:

1. Cause or allow any pet to roam or be at large in any park;
2. Permit a pet, except guide animals to assist a blind or impaired person, to enter any beach area, picnic area, nature interpretive area, wildlife refuge, golf course, park building or park shelter;
3. Bring a pet into an authorized area of a park unless caged or on a leash not more than six (6) feet in length, except in a designated pet exercise or training area;
4. Permit a pet to disturb, harass or interfere with any park visitor, park visitor's property or park employee;
5. Tether any animal to a tree, plant, building or park equipment;
6. Have custody or control of any pet in a park without possessing and using an appropriate device for cleaning up pet feces and disposing of the feces in a sanitary manner; or
7. Permit any pet or domestic animal to graze or browse in any park.

#### SECTION U – UTILITIES

It shall be unlawful for any person to locate, construct or erect any sewer, gas pipe, water pipe, hydrant, lamp post, telephone or electric post, conduit, pump, lift station or other utility feature in any park without approval of the Board. Every person, firm or corporation who receives a contract or permit to do work shall, after such work has commenced and until same has been completed, isolate the construction area by security fencing, warning lights and signs, or other appropriate measures that will protect the public from exposure to danger and prevent unnecessary accidents.

#### SECTION V – LOST AND FOUND ARTICLES

Lost or mislaid articles, money or personal property which are found in any park shall be delivered or turned over to the Ramsey County Sheriff's Patrol Station or to the nearest on-duty peace officer. Property will be disposed of in accordance with Minnesota Statutes 345.15.

#### SECTION W – PEACE OFFICERS AND EMPLOYEES

It shall be unlawful for any person to:

1. Willfully resist, refuse or fail to comply with any order, direction or request lawfully given by any peace officer, Department employee or agent acting under the authority of the Board and in accordance with this ordinance; or
2. Interfere with or, in any manner, hinder any Department employee, agent or peace officer during the performance of assigned duties.



#### SECTION X – POSTED REGULATIONS, DIRECTIONAL SIGNS AND GRAPHICS

It shall be unlawful for any person to disregard or fail to comply with any posted regulations, directional signs and graphics, barriers or other control devices located within any park.

#### SECTION Y – ENCROACHMENTS

It shall be unlawful for any person to encroach on park property with such items as fences, gardens, other personal property, or to disturb the natural landscape, vegetation or structures on park property or otherwise use park property for private use. All setbacks and other local zoning regulations are in effect and apply against properties adjacent to a County Park as they would against property adjacent to private property.

### CHAPTER IV – REGULATION OF RECREATION ACTIVITY

#### SECTION A – PICNICKING

It shall be unlawful for any person to:

1. Assume exclusive use of a reservation picnic site or shelter without a permit;
2. Use a portion of a reservation picnic area or shelter without a permit if the area is reserved by a permitted group;
3. Conduct picnic activity at reservation picnic sites contrary to a permit, or otherwise violate provisions of a permit; or
4. Set up temporary shelters, tarps, canopies and other such devices without a permit.

#### SECTION B – SWIMMING

It shall be unlawful for any person to:

1. Bathe, wade or swim in any park waters, except in such areas specifically designated for such use;
2. Intentionally expose his or her genitals, pubic area, buttocks or female breasts below the top of the areola with less than a fully opaque covering while wading, swimming or using any beach or other area within a park, if ten (10) years of age or older;
3. Take glass bottles or glass containers of any kind into a designated beach area;
4. Start or maintain a fire or grill in a designated beach area;
5. Scuba dive in a designated swimming area, except by written authorization from the Director; or
6. Bring into or use at any beach any innertube, life raft or other inflatable or buoyant object intended to support a person, except U.S. Coast Guard approved life jackets or vests when properly attached.

#### SECTION C – FISHING

It shall be unlawful for any person to:

1. Fish in a park in violation of any provisions of Minnesota Statutes;
2. Fish in a prohibited area;
3. Take any fish, frog, turtle or crayfish by spearing, archery, netting, trapping from park waters or from any shoreline, pier or dock under the jurisdiction of the Board;
4. Fish in a reckless or careless manner so as to create a nuisance or to endanger the safety of other park users;
5. Cut a hole in the ice of any park waters, except where ice fishing is permitted and then only when said hole is less than ten (10) inches in diameter.
6. Erect a permanent or portable ice fishing shelter on any park waters without a permit;
7. Move an ice fishing shelter onto or off of the ice from any park, except from access points designated by the Director; or
8. Leave an ice fishing shelter unattended on park land.

#### SECTION D – BOATING

It shall be unlawful for any person to:

1. Launch or land any watercraft upon any waters within a park, except in designated areas;
2. Leave any watercraft unattended, except in designated areas;
3. Operate any watercraft in a designated swimming area or other prohibited area;
4. Operate any watercraft in park waters in violation of Minnesota Statutes, 86B, "Waters and Watercrafts";
5. Launch, dock or operate any watercraft within 100 feet of any designated swimming area;
6. Tow a person on water-skis, surfboard, kneeboard or innertube in a designated swimming area or enter a designated swimming area on such device;
7. Operate any watercraft in violation of rules and regulations limiting watercraft type, horsepower size, type of motor, direction of travel or speed;
8. Operate any watercraft in such a manner that its wash or wake will endanger, harass or unnecessarily interfere with any person or property; or

9. Launch or remove any watercraft from park waters without inspecting the watercraft and trailer for aquatic vegetation, removing and properly disposing of said vegetation in containers provided.

#### SECTION E – BICYCLING

It shall be unlawful for any person to:

1. Operate a bicycle, except on paved bike trails and roadways, and except as close to the right hand side of the paved bike trail or roadway as conditions permit;
2. Operate a bicycle on unpaved trails, except at areas and times designated for that purpose;
3. Operate a bicycle in violation of Minnesota Statutes, Chapter 169, "Highway Traffic Violation"; or
4. Ride or operate a bicycle, except in a prudent and careful manner or at a speed faster than is reasonable and safe with regard to the safety of the operator and other persons in the immediate area.

#### SECTION F – GOLF

It shall be unlawful for any person to:

1. Hold a tournament under the jurisdiction of the Board without having procured a permit;
2. Drive, putt or, in any other manner, play or practice golf, except in areas specifically designated for such use; or
3. Enter or exit any golf course, except through designated access points.

#### SECTION G – GAMES

It shall be unlawful for any person to engage in any potentially dangerous games involving thrown or propelled objects such as baseballs, horseshoes or similar objects, except in areas specifically designated for such use.

#### SECTION H – CROSS-COUNTRY SKIING

It shall be unlawful for any person to:

1. Cross-country ski in any park, except on designated trails at designated times when weather conditions permit;
2. Cross-country ski in any park in violation of Minnesota Statutes, Section 85.41 – Cross-country Ski Passes;
3. Cross-country ski on park trails contrary to rules and regulations established by the Director or in violation of any posted trail sign; or
4. Use cross-country ski trails during the cross-country ski season for any activity other than cross-country skiing.

#### SECTION I – HORSEBACK RIDING

It shall be unlawful for any person to ride or drive a horse in any park, except in areas specifically designated for such use.

#### SECTION J – CAMPING

It shall be unlawful for any person to establish or maintain any camp or other temporary lodging or sleeping place in any park, except by written authorization from the Director, and then only in areas specifically designated for such use.

#### SECTION K – ROLLER-SKATING

It shall be unlawful for any person to:

1. Roller-skate in a park, except on paved bike/hike trails unless posted otherwise;
2. Roller-skate in a park, except in a prudent, careful manner and at a speed that is reasonable and safe with regard to the safety of the operator and other persons in the immediate area;
3. Roller-skate in any park building or shelter, except by written authorization from the Director; or
4. Roller-skate in any parking lot, except incidental travel between a motor vehicle and an authorized use area.

#### SECTION L – SNOWMOBILING

It shall be unlawful for any person to:

1. Operate a snowmobile in any park or on any public trail or lake surface under the jurisdiction of the Board, except in areas and on trails and lakes specifically designated for such use;
2. Operate a snowmobile in any park or on any public trail or lake surface under the jurisdiction of the Board contrary to, or in violation of, Minnesota Statutes, Section 84.81-84.90, "Snowmobile Laws," and Chapter 5: Natural Resources 51-59, "Snowmobile Rules and Regulations" (all rules and regulations therein pertaining to "public land and water" shall apply on park property and park waters);

3. Operate a snowmobile in excess of speed limits specifically posted for such use or to speed in excess of 15 miles per hour within 100 feet of any person fishing, fish house, pedestrian, skier, skating rink, sliding or other area where such operation would conflict with or endanger another person's property;
4. Operate a snowmobile within 150 feet of any residential shoreline on sanctioned lakes within Ramsey County, except at a speed of 15 miles per hour or less for the purpose of ingress and egress from the lake or for the purpose of parking such vehicles near the shoreline;
5. Operate a snowmobile to tow any person, sled or other conveyance, except for by the use of a rigid tow bar attached to the rear of such snowmobile (disabled snowmobiles shall be exempt); or
6. Operate a snowmobile in violation of any posted sign.

#### SECTION M – OTHER WINTER ACTIVITIES

It shall be unlawful for any person to ice skate, sled, coast, snowshoe or ski in a park, except at designated times and places.

### CHAPTER V – REGULATION OF MOTORIZED VEHICLES, TRAFFIC AND PARKING

#### SECTION A – MOTORIZED RECREATION VEHICLE

It shall be unlawful for any person to operate a motorized recreation vehicle within a park, except in such areas and times as designated by the Board.

#### SECTION B – VEHICLE OPERATION

It shall be unlawful for any person to:

1. Operate a motor vehicle within a park, except on roadways, parking areas, parkways or other areas designated for such use;
2. Operate a vehicle at a speed in excess of 15 miles per hour or posted speed limits;
3. Operate a vehicle within a park in violation of posted regulations, Minnesota Statutes, Chapter 169, County or Municipal Traffic Code, Orders or Directions of Peace Officers or Department Employees Authorized to Direct Traffic;
4. Drive or operate a vehicle on or along any roads, drives or parking lots which have been restricted, closed or posted with appropriate signs or barricades. The Director shall have the authority to order roads, drives or parking lots within any park closed during the process of construction, reconstruction or repair, or when, in the opinion of the Director, weather conditions render travel unsafe or unduly destructive.
5. Operate a vehicle in a careless or reckless manner;
6. Operate a vehicle which emits excessive or unusual noise, noxious fumes, dense smoke or other pollutants;
7. Fail to yield right of way to pedestrians and other trail users;
8. Wash, grease, change oil, service or repair any vehicle in a park, except disabled vehicles which shall be expeditiously made operational and removed;
9. Drink, consume or possess an open bottle or container of an alcoholic or intoxicating beverage in or on any motor vehicle when such vehicle is in a park; or
10. Cause any taxi, limousine or vehicle for hire to stand in a park for the purpose of soliciting or taking passengers other than those who have requested or were carried to the site by said vehicle, unless licensed by the Board.

#### SECTION C – PARKING VEHICLES

It shall be unlawful for any person to:

1. Park or leave a vehicle standing, except in a designated area and then only in a manner so as not to restrict normal traffic flow;
2. Leave a vehicle standing after posted closing hours, except by written authorization from the Director;
3. Park a vehicle adjacent to any curb painted yellow in any park;
4. Park in a space designated for handicapped parking only, except with handicapped vehicle license or permit;
5. Park or leave a vehicle without a trailer in a parking space designated for vehicles with boat trailers; or
6. Park a vehicle with a boat trailer, except in designated boat trailer parking areas.

Vehicles illegally parked, disabled or abandoned may be towed away and impounded at the owner's expense. Said vehicle may be sold, if unclaimed after 90 days, to pay towing and storage fees.

### CHAPTER VI – ENFORCEMENT

#### SECTION A – PEACE OFFICERS

1. Peace officers shall, in connection with their duties imposed by law, diligently enforce the provisions of this ordinance and may issue citations, arrest, arrest with warrant and eject from parks, persons acting in violation of the ordinance.

2. Peace officers shall have the authority to seize, confiscate and impound any substance, plant, animal, vehicle or other article which, upon probable cause, are found to be used or possessed in violation of this ordinance.

#### SECTION B – FINES AND PENALTIES

Violations of this Ordinance shall be punished as a misdemeanor.

#### SECTION C – EMPLOYEE PERFORMANCE OF DUTY

Nothing in this ordinance shall prevent employees or agents of the Department from performing their assigned duties.

### CHAPTER VII – MISCELLANEOUS

#### SECTION A – REPEAL

Existing park ordinance and any rules and regulations in conflict with this ordinance, or any parts thereof, are hereby repealed, except that such ordinances, rules and regulations shall be deemed to be in force for the purpose of protecting any right vested, accrued or arising therefrom.

#### SECTION B – CAPTIONS AND HEADINGS

The captions and headings used herein are for convenience and reference only and do not define or limit the contents of each paragraph.

#### SECTION C – SEPARABILITY

The provisions of this ordinance shall be separable and the invalidity of any section, paragraph, subparagraph, subdivision or other part thereof shall not make void, impair, invalidate or affect the remainder thereof.

### CHAPTER VIII – EFFECTIVE DATE

Passed and approved this 11<sup>th</sup> day of February, 1992.

Amendment passed and approved this 27<sup>th</sup> day of April, 2007.



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