

**CITY OF SHOREVIEW  
AGENDA  
REGULAR CITY COUNCIL MEETING  
May 6, 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. April 8, 2013 City Council Workshop Meeting Minutes
2. April 15, 2013 City Council Meeting Minutes
3. Receipt of Committee/Commission Minutes—
  - Planning Commission, March 26, 2013
  - Economic Development Commission, March 26, 2013
  - Park and Recreation Commission, March 28, 2013
  - Environmental Quality Committee, April 22, 2013
  - Human Rights Commission, April 24, 2013
  - Bikeways and Trails Committee, May 2, 2013
4. Verified Claims

5. Purchases
6. Acceptance of Quote for Sod Replacement—Hawes, Demar, Rustic Neighborhood
7. Approval of Amendment to SEH Professional Services Agreement—Owasso Street Realignment, CP 09-12
8. Authorization for Utility (Gas and Electric) Relocation Agreements with Xcel Energy—Owasso Street Realignment, CP 09-12
9. Approval of Quote—Commons Park Playground ADA Compliance
10. Resolution Approving Joint Powers Agreement and Court Data Services Subscriber Amendment with State of MN
11. Approval of Purchase for Council Chambers Audio and Visual Equipment
12. Modifications to the Shoreview Home Energy Loan Program
13. Authorize Bid—2013 Street Seal Coat Project, CP 13-04

## **PUBLIC HEARING**

## **GENERAL BUSINESS**

14. Preliminary Plat and Site and Building Plan Review for Peace Garden, Columbarium, and Cemetery—St. Odilia Catholic Church, 3495 Victoria Street
15. Receipt of Bids and Award of Contract—Red Fox Road Improvements, CP 12-04
16. Receipt of Bids and Award of Contract—County Road D/Cottage Place Reconstruction, CP 13-01A and P 13-01B
17. Acceptance of Bid, Award of Contract and Approval of Change Order No. 1—Owasso Street Realignment, CP 09-12
18. Authorization for Easement and Purchase Agreements—Owasso Street Realignment
  - A. Easement Agreement with Mounds View School District
  - B. Purchase and Roadway Easement Agreements with Canadian Pacific Railway
  - C. Easement Agreement with Deluxe Corporation
19. Appointment to Park and Recreation Commission

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

## **SPECIAL ORDER OF BUSINESS**

## **ADJOURNMENT**

**CITY OF SHOREVIEW  
MINUTES  
CITY COUNCIL WORKSHOP MEETING  
April 8, 2013**

**CALL TO ORDER**

Mayor Martin called the workshop meeting of the Shoreview City Council to order at 7:02 p.m. on April 8, 2013.

**ROLL CALL**

The following attended the meeting:

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

Staff: Terry Schwerm, City Manager  
Tom Simonson, Assistant City Manager/Community Development Director  
Kathleen Nordine, City Planner

Economic  
Development  
Commission: Josh Wing, Chair

Planning  
Commission: Steve Solomonson, Chair

**UPDATE ON STATUS OF TEMPORARY MESSAGE CENTER SIGN AMENDMENTS**

City Planner Nordine reported that staff has been working on developing appropriate sign code amendments that would provide more flexibility and streamline the process for businesses interested in displaying temporary signs. Amendments being considered would increase the time period a temporary sign can be displayed, larger temporary signs depending on the size of the building. The main issue is how to fairly treat single tenant buildings and multi tenant buildings. In reviewing a recent application for an electronic message center sign at Willow Creek, the Planning Commission requested a moratorium on electronic message center signs until sign code amendments have been adopted. The Planning Commission and the Economic Development Commission (EDC) have discussed this issue.

Message center signs are only allowed in public and quasi-public zoning districts. Proposed amendments would expand their use to the business community with standards for color, brightness and message duration. Deviations would be permitted through the Comprehensive Sign Plan process. A specific size is not stipulated, but the message must be legible to drivers. Roadway width and speed of traffic are the main factors regarding size. Flashing and scrolling signs would not be permitted.

Councilmember Withhart stated that the City has an interest in not allowing message center signs to be so cluttered no one can read them. He asked if there are industry standards. Mr. Schwerm explained that guidelines vary according to location. Mr. Simonson added that typically size of letters will be based on sight lines for specific locations.

Councilmember Wickstrom noted that if the lettering is not big enough, it poses a public safety issue distracting drivers.

Ms. Nordine stated that streamlining the Comprehensive Sign Plan process would allow approval by administrative review for plans with only minor deviations. The Planning Commission does support the proposed changes. The EDC recommends more work related to temporary signage and multi-tenant buildings. A public review process is recommended. Both the Planning Commission and EDC would like to get feedback from the business community. Staff plans to bring a formal text amendment to the Planning Commission by May or June, after which it will come to the City Council.

Mr. Schwerm suggested a special meeting with the Shoreview Mall owner and Mall tenants because of the number of violations that occur on that site.

Councilmember Wickstrom asked who is responsible for violations, the property owner or the tenant. Ms. Nordine stated that both property owners and business tenants are notified of violations. Mr. Schwerm added that it is the building owner who executed the Comprehensive Sign Plan and is ultimately responsible.

Mr. Solomonson stated that the reason for a moratorium is that the Willow Creek neighborhood is very concerned about the proximity of such signs to residential areas.

Mayor Martin asked if there are any other circumstances where business electronic message signs would be as close to residential areas as Willow Creek. Ms. Nordine answered, no, but public schools are also allowed to have electronic message center signs.

Councilmember Wickstrom suggested regulating hours of operation. Ms. Nordine responded that landlords do not support regulation of hours of operation.

Councilmember Withhart stated that there should be restrictions on hours of operation within a certain number of feet from residential areas.

Mayor Martin added that she would support additional restrictions when electronic message center signs are closer than 100 feet to residential neighborhoods.

Mr. Solomonson stated that the Planning Commission would also suggest that message center signs be turned off at night. Hours of operation for message center signs can be addressed on a case-by-case basis or through the Code. There are many factors to consider, which is the reason for the moratorium.

Councilmember Quigley questioned a one-year moratorium when the City is trying to focus on small business development. Mr. Schwerm agreed that for an applicant to have to wait a year would be onerous. The moratorium could be for a shorter period of time. Ms. Nordine suggested a moratorium for three months.

Councilmember Wickstrom stated that boundaries need to be identified on how much should be regulated. Perhaps it is over-complicating the issue to try to think of every scenario. The one thing that will concern nearby residents will be brightness. The Willow Creek application is unique because of the proximity to residents. Churches will also need to be considered, as they are located in neighborhoods.

It was the consensus of the Council to impose a four month moratorium on message center signs as of May 1, 2013, with a directive to staff to expedite the amendment process. The moratorium will be lifted as soon as the code amendments are completed.

### **REVIEW OF ECONOMIC DEVELOPMENT AUTHORITY 2013-2014 WORK PLAN**

Mr. Simonson referred the Council to the Annual Report of the EDA, which was adopted at the EDA meeting earlier that evening. One addition will be made, which is to include payback information from projects that have received City assistance through tax increment financing (TIF).

The EDA has endorsed the drafted work plan with some modifications. The two main categories in the work plan relate to Housing and Business with the main objectives of: 1) maintaining quality neighborhoods; 2) preserving housing stock conditions; 3) providing a variety of housing choices; 4) retaining business and promoting expansion; and 5) supporting redevelopment of older commercial areas. The EDA objectives align with the Council goals of maintaining financial stability for the City and improving the environment for business expansion and redevelopment. Specific components of the EDA Work Plan were summarized.

#### **Housing and Neighborhoods**

**Foreclosures/Vacant Properties:** All foreclosed properties are being tracked. This number is beginning to drop. A statistical review will be done to see if, when foreclosures are sold, whether they become rental units or continue as owner occupied dwellings.

**Highway Corridor Transition Areas:** A comprehensive planning study along the transition areas of Highways 96 and 49 is planned. Appropriate land use changes need to be identified for redevelopment. These areas may become designated Policy Development Areas. Specific areas to be studied will be identified and reported to the Council.

**Hoarding/Garbage House Policy:** In the last few years, there has been an increase in the number of these properties. This issue demands an enormous amount of time from staff, the Fire Department and other agencies. There has been some success in addressing the issue with assessment and abatement agreements on compliance instead of going to court.

**Home Energy Loan Program:** The EDA has taken action to recommend to the City Council that eligibility requirements for this program be expanded. In addition to energy-related items, exterior siding, painting, retaining walls and other outdoor items to improve the appearance of the neighborhood could qualify. The EDA will be working with the Housing Resource Center (HRC) to market this expanded program.

**Housing Improvement Areas:** A workshop was held last year for communities in common (CIC) homeowners associations to discuss how they could benefit from Housing Improvement Area legislation. The legislation allows cities the authority to create Housing Improvement Areas for maintenance work that needs to be done and assess costs back to the homeowner associations. There was only a modest interest shown at the workshop. The legislation is scheduled to sunset in June 2013, but there is an effort for the law to be renewed. If that happens, one of the goals of the EDA would be to re-engage with homeowners associations to see if there is any interest in creating Housing Improvement Areas.

**Lakeview Terrace:** This project is on hold until final execution on the part of the developer of all development documents. Information is needed by Ramsey County to establish the value of the project that is locked into the TIF agreements to generate revenue. Even though the City received a favorable bid on the public road improvement portion of the project, the bid cannot be awarded until the documents are executed. Agreements are also needed from the railroad.

**Rental Property Strategies:** The EDA has endorsed implementation of a late fee for rental license application renewals. A bi-annual license renewal process is being discussed.

**Scattered Site Blighted Properties:** These are properties with major code enforcement issues that may be detrimental to the community. The EDA is reviewing them to assess the need for City action to protect surrounding neighborhoods. The EDA will develop guidelines with timelines to use as a process in dealing with nuisance properties. The goal is to not allow a property to deteriorate over many years before action is taken.

### Business and Development

**Children's Hospital Property:** The EDA would like staff to find out if the property owner has an interest in selling and how the City can assist that effort. Children's Hospital sold a portion of the property to a school, which then chose another location. The City's concern is that the property be developed in accordance with the established PUD.

**Nardini Fire Equipment Expansion:** Due to the economy, this expansion has not taken place. The City continues to be supportive of assisting an expansion. However, until the company is ready, this project will be taken off the EDA work plan and sent to the EDC to monitor any progress.

**Rice Street/694 Interchange:** The retail center on the northwest side of this interchange is a potential redevelopment that the EDA would like to support, perhaps in concert with the interchange upgrades.

Shoreview Corporate Center: This is the old Deluxe campus between County Road F and Gramsie Road. The buildings on County Road F are doing well, housing Land O'Lakes and Hill Rom. The buildings on Gramsie have had leasing issues, especially the building across from the Hampton Inn, which is the largest building and sits vacant. Staff will work with the owner group to see if the right user can be attracted or if a redevelopment can be pursued due to the age and condition of the facility.

Shoreview Town Center/Shoreview Village Mall: The EDA and EDC will review the Town Center plan to update newer Board members. Board members will also consider how the market has changed since the plan was developed and how the expansion of PaR Nuclear has impacted it. The Mall owner will be contacted again about his interest in selling for redevelopment.

Westinghouse-PaR Nuclear: The City is ready to assist in exploring short- and long-term options for expansion by this key company. Staff is communicating regularly with PaR Nuclear and awaiting their go ahead for the project.

Mayor Martin commended the EDA on the Work Plan and what has been accomplished in the last two years. There was consensus by the City Council to endorse the EDA work plan as outlined.

Mr. Simonson stated that the EDC is discussing making the business exchanges more informal, holding one or two workshops for small businesses and incubators, and development of a small business website.

### **OTHER ISSUES**

Public Safety Committee: Councilmember Wickstrom stated that members of the Public Safety Committee have expressed concern about not having enough to do. Mr. Schwerm responded that the Committee meets bi-monthly, and a discussion of this issue is scheduled.

Councilmember Johnson suggested an educational role for the Committee. The Council discussed the Committee working on such issues as car break-ins, self-defense, Neighborhood Watch, mailbox safety, develop a tie-in with Night to Unite and other ways to help residents with crime prevention.

Mayor Martin requested a more aggressive schedule for the Council to meet with all committees and commissions.

Highway 96/Highway 10: Mr. Schwerm noted that the intersection of Highway 96 and Highway 10 will be closed until November while the entire intersection is reconstructed. Traffic signals will be at Hamline and County Road F. Traffic will also be pushed to the westbound access at Lexington.

Cable Commission: Mr. Schwerm reported that the City's informal renewal process expires in October. An extension of the informal process was requested, but Comcast would not agree.

The rift is between public television and public access. Comcast does not have to offer public access, as it is not included in the fee. The Council may be pressured to fund public access.

The meeting adjourned at 9:05 p.m.

**CITY OF SHOREVIEW  
MINUTES  
REGULAR CITY COUNCIL MEETING  
April 15, 2013**

**CALL TO ORDER**

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on April 15, 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 Withhart, seconded by Councilmember Johnson to approve the April 15, 2013 agenda as submitted.

VOTE: Ayes - 5                      Nays - 0

**PROCLAMATIONS AND RECOGNITIONS**

At Councilmember Withhart's request, Mayor Martin recognized Mr. Ron Young for winning first place in the 2013 St. Paul Pioneer Press Peeps Diorama Contest. Mayor Martin read the following proclamation:

**WHEREAS**, the Pioneer Press newspaper conducts a Marshmallow Peeps Diorama Contest every year at Easter time; and

**WHEREAS**, the Marshmallow Peep has been filling children's Easter baskets for 60 years; and

**WHEREAS**, the Pioneer Press started conducting this contest in 2004 to fill some space in the Easter Sunday paper when only about 40 entries were received; and

**WHEREAS**, the contest has gained in popularity every year and the idea has spread to other newspapers around the country including such publications as the American Bar Association Journal; and

**WHEREAS**, 220 dioramas were received this year; and

**WHEREAS**, Ron Young, a Shoreview resident, won first place in this year's Peeps Diorama Contest.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Mayor Sandra C. Martin, on behalf of the Shoreview City Council and the entire City of Shoreview, wishes to congratulate Ron Young and hereby present this proclamation to him, the 2013 Pioneer Press Marshmallow Peeps Diorama Contest first place winner.

Mayor Martin recognized Boy Scout Troop 9626 who were attending for a citizenship badge.

### **CITIZEN COMMENTS**

There were none.

### **COUNCIL COMMENTS**

Mayor Martin recognized Councilmember Johnson who was named this year as one of the top 50 women in business by the Minneapolis/St. Paul Business Journal.

Mayor Martin announced that the Community Center Aquatics Staff has, for the third consecutive year, been awarded the Silver International Safety Award by the independent agency of Elliott Associates for guarding skills and emergency plans.

#### **Councilmember Withhart:**

The Shoreview Northern Lights Variety Band will hold its Spring Concert on Saturday, April 20, 2013, in Benson Great Hall, at Bethel University, at 7:00 p.m. Tickets are \$10 or \$12 at the door. Tickets can be ordered online at [www.snlyb.com](http://www.snlyb.com). Tickets are also on sale at City Hall.

Walk for Kids and Canines (formerly Run and Romp), sponsored by the Shoreview/Arden Hills Rotary Club, will take place Saturday, May 4, 2013, at the Community Center Pavilion from 9:00 a.m. to Noon.

Spring hydrant flushing is beginning by the Public Works Department. There will be temporary rust in the water for a few hours. Residents may want to check the schedule to know when not to wash clothes.

The Caring Youth Award is given by the Shoreview Human Rights Commission each year. Nominations are due by May 15, 2013. Qualifications are working to honor, respect and make all people feel at home in Shoreview.

#### **Councilmember Johnson:**

Spring Cleanup Day will be Saturday, May 18, 2013, from 8:00 a.m. to 3:00 p.m., at the Ramsey County Public Works facility on Highway 96 and Hamline Avenue.

The Environmental Quality Committee will present its final program in this year's Environmental Speaker Series on Wednesday, April 17, 2013, at 7:00 p.m. Tony Runkel from the Minnesota Geological Survey will speak on "Where Does Our Water Come From?"

The Shoreview Human Rights Commission and the Shoreview Community Foundation will be having a conversation on "Creating Communities for All Ages," on May 9, 2013, at the Community Center from 6:00 to 8:00 p.m. A light meal will be served.

**Councilmember Quigley:**

The Shoreview Sister City Association held their annual German Dinner last Saturday evening, which was well attended. A trip to Germany is being planned. Anyone interested can go to [www.sesca.org](http://www.sesca.org) for detailed information.

**Councilmember Wickstrom:**

The Shoreview Historical Society will hold its Heritage Family Program at the Community Center, Sunday, April 21, 2013, from 2:00 to 5:00 p.m. The Trojanowski family, who have lived here since the late 1800s, will be recognized. It is free and open to the public.

The Historical Society has obtained memorabilia from the Holmberg house, which was recently purchased. The owner, Mr. Josh Wing, will also save some of the unique architectural features to be used in another house.

The Ramsey County Sheriff's Office will begin a Community Affairs training that touches on a number of skills in crime prevention. Anyone interested can go to [www.co.ramsey.mn.us/departments/sheriff/volunteer/communityaffairs](http://www.co.ramsey.mn.us/departments/sheriff/volunteer/communityaffairs) or call 266-7332.

**CONSENT AGENDA**

MOTION: by Councilmember Withhart, seconded by Councilmember Quigley, to approve the Consent Agenda for April 15, 2013, and all relevant resolutions for item Nos. 1 through 8.

1. April 1, 2013 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes:
  - Environmental Quality Committee, March 25, 2013
  - Bikeways and Trailways committee, April 4, 2013
3. Monthly Reports:
  - Administration
  - Community Development
  - Finance
  - Public Works
  - Park and Recreation
4. Verified Claims in the Amount of \$966,107.71
5. Purchases
6. License Applications

7. Acceptance of Gift from Shoreview 12x12 AA Group
8. Approval of Cleanup Day Agreement with City of Arden Hills

VOTE:           Ayes - 5                           Nays - 0

## **PUBLIC HEARING**

### **AUTHORIZE CONDEMNATION ACTION - RICHARD G. MCGUIRE, 3339 VICTORIA STREET**

#### **Presentation by Assistant City Manager/Community Development Director Tom Simonson**

The Council is asked to hold a public hearing to formally authorize condemnation of the property located at 3339 Victoria Street. There have been long-standing maintenance and public nuisance issues. Preliminary approval for this action was given by the Council in August 2012.

The City has had repeated code enforcement and legal actions against this property for over two decades. In 2000, the City was granted a Court Order to “take all steps necessary and reasonable to bring property into compliance” with City Codes. Since that time, there have been three abatement actions on the property that were assessed back to the property owner. The special assessments and past due property taxes resulted in the owner entering into a Confession of Judgment with Ramsey County to avoid forfeiture. A payment plan was executed with Ramsey County, which is current. However, utility bills are delinquent.

The City has conducted numerous inspections, the latest in March 2013. Accessory structures are not being maintained and have broken windows, deteriorated roofs, missing doors, windows not glazed, and several structures appear to be structurally unsound. There is junk, debris, tools, tires and household goods stored outdoors in the side and rear yards.

Housing maintenance has become an increasing problem. On March 25, 2013, the City obtained an Administrative Search Warrant for the Fire Marshal, Building Official and County Sheriff to enter the house and determine interior conditions. The problems found included a deteriorating roof; damaged and rotting siding; decaying fascia/soffits; broken windows; inadequate plumbing, heating and electrical systems; obstructions; defects in walls, flooring, and stairways; and excessive storage and cleanliness issues. The property has been posted “uninhabitable” with access restrictions.

The City has been trying to negotiate a good faith attempt to purchase the property since 2010. The purchase agreement has not been executed, and the property owner provided revised terms last week, which are being reviewed. The City will continue to negotiate concurrent with the condemnation process. The City obtained a CDBG grant in the amount of \$139,000 through Ramsey County to assist with the property purchase. If the grant is accepted, a component of affordable housing must be part of the redevelopment. An appraisal was completed with the property valued at \$150,000. The City is required to pay relocation costs.

The property owner was notified March 12, 2013. Notice was published in the City's legal newspaper and on the City website.

The Council is requested to open the public hearing and continue it to the next regular meeting after 30 days, which would be May 20, 2013.

The Economic Development Authority has also been working on this issue for the past two years and is supportive of both negotiations for purchase or condemnation.

City Attorney Filla stated that he has reviewed the affidavits that indicate the public hearing to be in order at this time.

Mayor Martin opened the public hearing.

**Mr. Richard McGuire**, property owner, stated that 2.5 years ago there was an agreement on the purchase price of \$220,000. The purchase agreement did not include all his costs that would have to be paid so he would know what he would net from the sale. That is why the purchase agreement was not signed. Also, because of health issues, he has not had money to fix anything on the property.

Mr. Simonson stated that the 30-day period before final Council action will give the City an opportunity to continue to negotiate an agreement with Mr. McGuire.

**MOTION:** by Councilmember Quigley, seconded by Wickstrom, to hold the public hearing, take testimony and continue this matter to the May 20th City Council meeting per State Statute.

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

## **GENERAL BUSINESS**

### **CONSIDERATION OF A SIGN MORATORIUM - ELECTRONIC MESSAGE CENTER SIGNS**

#### **Presentation by Assistant City Manager/Community Development Director Tom Simonson**

The City is reviewing sign regulations to propose amendments regarding temporary business signs, electronic message center signs and the Comprehensive Sign Plan process to provide more flexibility. An application for a Comprehensive Sign Plan has been received from Willow Creek for an electronic message center. In the process of its review, the Planning Commission recommended a sign moratorium because the current regulations are under review.

At the April 8th City Council workshop, there was a discussion about a moratorium with the Chairs of the Planning Commission and Economic Development Commission. The consensus of the Council was to implement a short-term moratorium of 4 months maximum. If regulations are adopted before 4 months, the moratorium can be terminated.

The moratorium would give the City reasonable time to study the needs of the business community and use of message center signs and how they may impact nearby residential areas, traffic and public safety.

The Willow Creek application would be tabled with the review period of 120 days suspended pending the life of the moratorium. Action cannot be taken until the moratorium ends.

**MOTION:** by Councilmember Withhart, seconded by Councilmember Wickstrom to adopt Ordinance 906 establishing a development moratorium prohibiting the installation of message center signs, and to authorize the publication of the Ordinance.

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

Mayor Martin noted that the short 4-month moratorium is with the intention that the ordinance amendments can be brought to the Council for approval as soon as possible.

### **ACCEPTANCE OF PROPOSAL WITH DECISION RESOURCES FOR COMMUNITY SURVEY**

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

Decisions Resources, Ltd. has been conducting community surveys for the City every three or four years since the late 1980s. In the past two years, with a biennium budget, the cost has been incorporated into the City budget. The last survey was done in 2010.

A proposal has been received from Decision Resources for a random sample survey of 400 residents by telephone. The results are within plus or minus 5% of the entire City. Decision Resources is in a unique position to compare this year's results with past surveys. They also provide comparisons with other cities.

It is anticipated that the survey will take from 6 to 8 weeks. The total cost for 190 questions is \$26,000. Staff is recommending acceptance of the proposal.

Councilmember Withhart asked if the Council would have an opportunity to interact with Decision Resources before the survey is done to provide input on questions and hear how cell phones are handled. Mr. Schwerm answered, yes.

Councilmember Quigley asked what happens if a resident is not reached because the number is not recognized and the phone not answered. He asked if the survey is ever publicized. Mr. Schwerm stated that a resident who has been selected will be contacted up to 10 times with messages left to explain the call.

Councilmember Johnson asked if other bids have been received from other firms that could provide the same quality of service. Secondly, emails will reach younger families while phones

will reach older people. Mr. Schwerm responded that whether email can be used is a question for Decision Resources, Ltd. There is only one other firm, the National Civic Association Survey, that uses a different methodology of having people send in written surveys. He does not believe the results are as accurate.

Mayor Martin added that because of the way the questions are asked, comparisons are quite accurate.

MOTION: by Councilmember Johnson, seconded by Councilmember Withhart to accept the proposal from Decision Resources, Ltd. to conduct a community survey.

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

**ADJOURNMENT**

MOTION: by Councilmember Withhart, seconded by Councilmember Quigley 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 C. Schwerm  
City Manager

**SHOREVIEW PLANNING COMMISSION  
MEETING MINUTES  
March 26, 2013**

**CALL TO ORDER**

Chair Solomonson called the March 26, 2013 Shoreview Planning Commission meeting to order at 7:00 p.m.

**ROLL CALL**

The following Commissioners were present: Chair Solomonson, Commissioners Ferrington, McCool, Proud, Schumer, Wenner.

Commissioner Thompson was absent.

**APPROVAL OF AGENDA**

MOTION: by Commissioner Schumer, seconded by Commissioner Wenner to approve the March 26, 2013 Planning Commission meeting agenda as amended.

VOTE:                   Ayes - 6                   Nays - 0

The dates for the listed City Council meetings under the Miscellaneous portion of the agenda were corrected to April 1st, and April 15th.

**APPROVAL OF MINUTES**

MOTION: by Commissioner Proud, seconded by Commissioner Ferrington to approve the January 29, 2013 Planning Commission meeting minutes as submitted.

VOTE:                   Ayes - 5           Nays - 1           Abstain - 1 (Schumer)

Commissioner Schumer abstained, as he did not attend the meeting.

MOTION: by Commissioner Schumer, seconded by Commissioner Ferrington to approve the February 26, 2013 Planning Commission workshop meeting minutes, as submitted.

VOTE:                   Ayes - 5           Nays - 1           Abstain - 1 (Proud)

**REPORT ON CITY COUNCIL ACTIONS:**

City Planner Kathleen Nordine reported that since the last Planning Commission meeting, the City Council acted on the following items as recommended by the Commission:

- Approved Rezoning, Preliminary Plat, Planned Unit Development, Development Stage Review for PaR Systems, County Road E
- Approved Site and Building Plan for Ramsey County Parks and Recreation, 5959 Rice Creek Parkway
- Upheld Planning Commission Denial of Variance Appeal for Michael Morse, 1648 Lois Drive
- Approved Conditional Use Permit for Dennis and Mary Jarnot at 1000 Oakridge Drive
- Approved Text Amendment to City Code regarding vehicle sales

**PUBLIC HEARING - CONDITIONAL USE PERMIT**

**FILE NO.:** 2476-13=03  
**APPLICANT:** JEFFREY & MARGARET VEST  
**LOCATION:** 5385 CARLSON ROAD

**Presentation by City Planner Kathleen Nordine**

The application is for a Conditional Use Permit for an addition to a detached accessory structure. The permit is required because the property is larger than one acre, and the structure is larger than the maximum area permitted. The property is zoned R1, Detached Residential, and is in the Shoreland Management District of Turtle Lake. The property consists of 1.18 acres with a lot width of 56 feet. It is developed with a single-family home of 2,352 square feet with an attached garage of 624 square feet. There is a detached accessory structure of 832 square feet. The accessory structures total 1,500 square feet or 66% of the dwelling unit foundation area. Code allows accessory structures to be 90% of a dwelling unit area or 1,200 square feet whichever is the most restrictive.

Accessory structures on properties greater than 1 acre may exceed the maximum area permitted with a Conditional Use Permit. The proposed project does comply with location, height, design, setback and screening requirements. This application satisfies the standards of a Conditional Use Permit, and the use is consistent with the Development Code and Comprehensive Plan policies.

Property owners within 350 feet were notified of the application and public hearing. No comments have been received. Staff is recommending that the Planning Commission hold the public hearing and recommend approval to the City Council with the Conditional Use Permit with the conditions listed in the staff report.

Commissioner McCool asked for an explanation of why the maximum height under Code is 18 feet, but the structure is 22 feet. Ms. Nordine responded that the structure was built prior to 2006, when the Code was amended to the 18-foot limit. Prior to that time accessory structures could not be taller than the principal structure on the property. A building permit was issued for the subject structure, and it was legal at that time.

City Attorney Filla stated that he has reviewed the notices for the public hearing, which is in order at this time.

Chair Solomonson opened the public hearing.

Commissioner Ferrington asked for further explanation of the screening to neighbors. **Mr. Jeff Vest**, Applicant, stated that there is a tree line that runs the entire property line. They are pine trees with lower brush.

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

VOTE: Ayes - 6 Nays - 0

Chair Solomonson asked what circumstances would terminate the Conditional Use Permit. Ms. Nordine stated that the Conditional Use Permit runs with the land.

MOTION: by Commissioner Proud, seconded by Commissioner Schumer to recommend the City Council approve the Conditional Use Permit submitted by Jeff and Margaret Vest, 5385 Carlson Road, to construct an addition onto an existing detached accessory structure on the property, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted with the application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. The exterior design and finish of the addition shall match the existing structure.
3. The existing vegetation along that portion of the side property line adjacent to the proposed structure must remain and be maintained.
4. A minimum setback of 10 feet is required from the adjoining side property line.
5. The applicant shall obtain a building permit for the structure.
6. The structure shall be used for storage purposes of household and lawn supplies, vehicles and equipment.
7. The structure shall not be used in any way for commercial purposes.

Said approval is based on the following findings of fact:

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

VOTE: Ayes - 6 Nays - 0

**PUBLIC HEARING - PRELIMINARY PLAT/SITE & BUILDING PLAN REVIEW**

**FILE NO.:** 2477-13-04  
**APPLICANT:** ST. ODILIA CHURCH  
**LOCATION:** 3495 VICTORIA STREET NORTH

**Presentation by Senior Planner, Rob Warwick**

St. Odilia Church has applied to subdivide their property into five lots. The five lots would be used for: 1) church, school, and storage house; 2) administration building; 3) hospice building; 4) Priest's residence; and 5) prayer garden, columbarium and cemetery. The Site and Building Plan Review is for a prayer garden, cemetery and columbarium on Lot 5, which consists of 2.5 acres and is on the west side of the 19-acre campus. An access drive from Vivian Ave. splits Lot 5 into a north and south section.

The proposal will be developed in phases. The First Phase will be to develop the south section with gardens and walkways that connect to the columbarium wall and other memorial features. The plan shows 48 traditional grave sites and 1,841 columbarium niches. One columbarium wall with 96 niches would be constructed as part of this phase. The north section will be graded and landscaped during the First Phase and used as cemetery, as it expands over time. This section has a total of 258 traditional grave sites and 1,088 columbarium niches with rain gardens to manage storm water. The rate of development will depend on demand. It is anticipated that the use will meet a community need for the next 100 years.

Adjacent land uses to St. Odilia include low and high density residential; institutional, natural and park. Staff finds that the proposed prayer garden and cemetery are compatible with surrounding land uses. Traditional graves will be set back a minimum of 30 feet from the Vivian right-of-way, and the plans show the area to be heavily landscaped. The rain garden and landscaping will be a buffer to the cemetery.

State law requires cemeteries be platted. The preliminary plat shows the property subdivided into five parcels. Each has a principal structure except Lot 5, which will be used for the prayer garden and cemetery. The plat integrates the property acquired from the Crosier Fathers into the campus. Existing private easements have previously been conveyed for shared driveway access and parking between the parcels, as well as public easements for drainage and utility use for stormwater management.

All five lots have sanitary sewer and water service. Drainage and utility easements are required by Code. The proposal complies with Development Code requirements with the exception of Lot 2, which does not have frontage on a public road. This is the hospice or former Priory of the Crosier Fathers. Cottage Place was dedicated in 1946, but it was never improved due to wetlands and poor soils. The City vacated the unimproved portion of Cottage Place in 1993, and as a result access to Lot 2 is provided via private drives. Since this lot previously existed, the nonconformity may continue without a variance.

Staff finds that the proposal is consistent with the policies of the Comprehensive Plan and Development Code. The prayer garden/cemetery/columbarium will be open to people of any faith. The location along Vivian has been designed to comply with the 30-foot front and 10-foot side setbacks required from property lines. There will be no impact to nearby residential uses. Landscaping and at-grade markers will minimize the visual impact. All of the property is owned by the church. Staff suggests a condition that if any lots are sold in the future, the property would be rezoned to PUD, Planned Unit Development. This would give the City the opportunity to review uses and that they remain compatible.

The City Engineer has determined that the plan does comply with the City's Surface Water Management Plan. The rain gardens will reduce runoff to less than what exists currently.

Notices of the public hearing were mailed to property owners within 350 feet of the campus. Two written comments were received, and four were distributed at this meeting. One comment is in support; the others oppose because of concerns about proximity to residences and schools, traffic and reduced property values.

Staff finds that the proposal conforms to City development regulations and policies of the Comprehensive Plan. Staff is recommending holding the public hearing and forwarding the applications to the City Council recommending approval.

Commissioner Ferrington noted the proximity of the soccer goal and batting cage in the park with no fence proposed between the properties.

Commissioner Wenner asked if the City requires a long-term maintenance fund for cemeteries. Mr. Warwick stated that there are no City regulations, but that is a Minnesota statutory requirement.

Commissioner Proud asked if there is specific information as to the embalming fluid chemicals that will be used in the cemetery and their impact to ground water, or has the use of these chemicals been reviewed by the Ramsey-Washington Metro Watershed and Environmental Quality Committee. Mr. Warwick answered that staff has no knowledge of specific chemicals. Ramsey-Washington Metro Watershed has indicated that a permit is not necessary. He does not know if they made a determination about ground water impacts.

Chair Solomonson asked if the grave markers would be at grade. Mr. Warwick described the slope of the property and stated that there would be some visibility of headstones from the street.

Commissioner McCool asked if the Comprehensive Plan refers specifically to preferred sites for a cemetery use. Mr. Warwick stated that it is considered the same as any public or quasi public use, such as church, school.

City Attorney Filla stated that the required notices have been provided for the public hearing.

Chair Solomonson opened the public hearing.

**Father Phil Rask**, Pastor of St. Odilia Parish, 3470 Vivian, stated that this plan has been considered for a number of years. More funerals are now cremations (approximately 60%) rather than burials. Traditional Catholic cemeteries are then not being used for interment. The church would like to offer the columbarium as a service to parishioners. The Diocese has indicated that in order to do that, traditional in-ground burial also must be offered. Landscaping features were added for a garden to make this a pleasing place for reflection and prayer. Only flush markers will be used rather than standing monuments. No restrictions are made on use and will be available to anyone in the community.

Commissioner Proud asked if there is a policy regarding to color of markers. **Father Rask** stated that has not been decided but will be considered.

Commissioner Schumer asked if it is correct that in the applicant materials presented notice letters were sent to residents within 500 feet.

**Ms. Jeannie Schaaf**, Parish Administrator, stated that in 2012, letters were sent to neighbors and parishioners on the basis of a list provided by the City within 500 feet. In 2013, a notice was also sent out on the basis of a list provided by the City within 350 feet. The applicant relied on the data provided by the City. The only feedback received from the community was at a neighborhood meeting held at the church in February 2013. The information was also on the church website and in church bulletins.

Commissioner Ferrington asked the reason for not fencing this area. **Father Rask** responded that their consultant advised that cemeteries are taking down fences and not separating them from the community.

**Mr. Chiou**, 1037 Cottage Place, stated he heard about this project online. He agrees that 350 feet is a good radius, but because of the school there should be wider notification. It may have been legally correct, but that did not take into account the school. He asked about the impact of traffic to the cemetery from services held at a different site. He specifically looked for a home not near a cemetery but now is confronted with this possibility.

**Mr. Jeff Washburn**, 3479 Vivian Avenue, expressed a couple of concerns about children playing within a matter of feet from the cemetery. A lot of people use the bike path. He suggested use of the plot closest to the pond, which is well hidden by trees and landscaping. The north portion is close to where children play. He asked if any studies have been done to provide information on the impact to property values.

**Mr. Ron Wendt**, 3469 Vivian Avenue, also expressed concerns about using the north section rather than the south section. The north section is adjacent to the soccer field, a playground to the north and another to the east. Children will be chasing balls in the cemetery. Funerals happen at all times and in order to not have processions through the playground they will have to go down County Road E to get to Vivian and access the cemetery.

**Mr. Bob Wyant**, 701 Brigadoon Circle, stated that the charge of the Commission is to review the application for compliance with City Code and recommendation to the City Council. As

proposed, the proposal does meet requirements for approval. However, one issue not discussed is the impact on property value. In an article in the *Appraisal Journal* in 2010, he quoted the following: “The potential impact of cemeteries on value is addressed using a regression analysis on data from 575 transactions of single-family houses in the vicinity of four cemeteries. Consistent with previous, research on the topic, no price effect is discovered.” Contrary to the usual cemeteries there will be no large headstones. It is refreshing to note there will be no fences. The plan calls for institutional use on this property. The proposal is benign compared to what some uses could be. He urged approval.

**Mr. Steve Petersen**, 3516 Nancy Place, stated that his main concern is property value. He believes that it will have a negative impact, as his property is only a block away and he has a direct view of the north portion. The Island Lake playground is right on the property line of St. Odilia’s. Children will be playing within 10 or 15 feet of the cemetery. There are many children in the area, and it is not appropriate to expose children to funerals day after day. There is a steep hill in the north section. There is no way to screen with trees. Even flush headstones will be visible. Wreaths will be visible. Traffic to the neighborhood comes from Harriet and will directly see the cemetery. Non-members and processions using the cemetery will park on Vivian to access the cemetery.

**Ms. Christine Wendt**, 3469 Vivian Avenue, stated that there are already buses rerouted to Vivian Avenue for use of the new gym. She asked if there consideration of damage to the road with added traffic. She asked about 21-gun salutes adjacent to the Island Lake and St. Odilia Schools. The plans are serene, and the site is a peaceful place on the south portion, not the north section where it is planned.

**Mr. Tom Timmons**, 3456 Milton Street, stated that he agrees with all of the objections stated. This does not seem to be a good fit for the neighborhood. It is being squeezed in between a church, neighborhood, school and playground. His concern is setting a precedent for other cemeteries on church land in Shoreview.

**Ms. Nicole Ford**, 921 Harriet Avenue, stated that her biggest concern is having to walk by the cemetery every day to get to Island Lake School. She is concerned about safety with funeral processions in addition to an already busy street on Vivian. With the hill, cars travel very fast.

**Ms. Beth Mushel**, 3444 Vivian Avenue, stated that she does not have a problem using the south portion of the property for a cemetery but not the north. The school crossing is adjacent to the north portion. It is inappropriate and out of place. She asked what landscaping would be used to screen the 6.8 foot columbarium wall. Mr. Warwick answered that trees will be planted that will eventually reach 40 feet.

**Ms. Laurie Olson**, 1065 Nelson Drive, stated that as a real estate agent she can understand the concern for property value. The research that has been presented shows not impact, but she would like to see more research done. St. Odilia is concerned about being respectful to the community and add a service to the community. She would urge discussions for all to work together. She asked for a discussion on specific landscaping to enhance the area.

**Mr. Bob Eibenstiener**, 14 Ridge Road, stated that the community is fortunate to have a columbarium built there. There will be no long parties, dogs barking or bright lights. With trees planted, the area will be screened completely from residential homes. Funerals are a part of life. Whether there is a cemetery or not, there is a funeral at St. Odilia's every week.

**Mr. John Mushel**, 3444 Vivian Avenue, asked if there has been any comment from the Mounds View School District and would like to hear a response. It is difficult to have to give an explanation to children who come home from school and say that while playing, they saw someone buried.

**Ms. Schaaf**, stated that Mounds View School District was notified as was Island Lake School. It is her understanding that the comment received from the Principal at Island Lake School is a concern that children's voices on the playground would be too loud for a funeral service taking place.

**Mr. Bill Sanders**, Landscape Architect, stated that St. Odilia's has worked hard to make this an attractive area with heavy landscaping and no visible memorials. The grave sites are 4 feet by 6 feet and are sealed vaults with no leaking contamination. The site will be handicapped accessible.

MOTION: by Commissioner Schumer, seconded by Commissioner Proud to close the public hearing at 8:37 p.m.

VOTE: Ayes - 6 Nays - 0

Commissioner Schumer asked Mr. Sanders to address concerns about people being able to look into the site from Vivian and whether additional screening is possible. **Mr. Sanders** stated that the perimeter of the site is landscaped with deciduous and coniferous trees. The area along Vivian is screened with trees and rain gardens. The area between Island Lake School and the site is screened. It is expected that trees will be donated to contribute to added screening. The site can be seen from Vivian, and it is the intent to provide openness and not totally enclose it. There will be green grass and it will be park like in character.

Commissioner Proud asked Mr. Sanders to provide staff with the standards regarding vaults. He readily agreed.

Chair Solomonson asked about balls running into the area. **Mr. Sanders** stated that there is a row of evergreens that will be retained. If additional screening is needed, St. Odilia's is open to providing it. He does not anticipate more than the occasional ball that goes into the area now.

Commissioner McCool asked if the grade will be changed so grave sites will be at grade. **Mr. Sanders** stated that the walkway will be graded, but grave sites will be on the existing grade.

Commissioner Wenner asked if there will be equipment storage onsite. **Mr. Sanders** answered, no, that all burials will be done on contract.

Chair Solomonson reviewed questions from public comment: Concerns about traffic and the school, further studies regarding value of homes, proper notification of parents regarding the proximity of the school, how to hide a 27-foot grade drop, exposure of children to funerals, traffic and parking on Vivian, damage to Vivian with heavier vehicle use, 21-gun salutes, precedent for other churches, proximity of cemetery to children's crossing to the school, response from Mounds View School District.

Commissioner Wenner stated that in his own experience cemeteries have not impacted property values. He taught at schools with cemeteries next door with no trauma to children. He welcomes the plan. It is a part of life and meets all requirements.

Commissioner Proud stated that this matter should be tabled to have environmental standards information presented. How much disturbance will be allowed with 21-gun salutes or bands. He supports the use, pending answer to the environmental questions.

Commissioner Ferrington agreed with tabling the matter for more time to discuss the issues presented. Most concern is expressed about the north portion being proposed but not the south portion that would be better shielded. Traditional graves brought up the most opposition, and it may be the Diocese should be approached to say they are not supported by the community. There are many traditional cemeteries available. She expressed concern that there is no fence between the cemetery and soccer field, so children are not tripping over grave stones chasing balls. She is not opposed to the proposal, but more discussion is needed.

Commissioner Schumer stated that he supports the proposal. If the matter is tabled, more information will be available. As for impact to children, seeing a funeral may help their understanding. What is proposed is not a bar or factory. As for 21-gun salutes, most military funerals are at Fort Snelling. Perhaps information can be presented on 21-gun salutes at public cemeteries.

Commissioner McCool agreed that tabling would allow more discussion and thought to reflect the concerns of the neighborhood. He cannot make a finding that a cemetery use will conflict with the neighborhood. There other uses that would raise similar and additional concerns. He agreed with the need for a fence between the site and school playground. He would like to see additional landscaping considered in the application, not just planned for the future.

Chair Solomonson stated that he favors the flush gravestones. He agrees that a fence would help to separate the ball field from the cemetery. This is the first cemetery in Shoreview. More information is needed.

**Ms. Schaaf** thanked the Commission for their time and will work with staff to do whatever needed to improve the process

**MOTION:** by Commissioner Proud, seconded by Commissioner Ferrington to table this matter to the next regularly scheduled Planning Commission meeting to enable further study and consideration and submittals by the applicant regarding design

refinements, environmental pollution issues, technical specifications regarding the integrity of vaults and the handling of noise and disturbance at grave sites.

Discussion:

City Planner Nordine recommended that with a motion to table, the application review period be extended from 60 to 120 days.

VOTE:                      Ayes - 5                      Nays - 1 (Wenner)

Chair Solomonson called a five-minute break and reconvened the meeting.

**MINOR SUBDIVISION**

**FILE NO.:                      2480-13-07**  
**APPLICANT:                    JOSHUA & JOANNA WING**  
**LOCATION:                        169 BRIDGE STREET**

Presentation by City Planner Kathleen Nordine

The application is to divide the subject property into two parcels for single-family residential development. The existing foreclosed home would be demolished with the detached garage and other improvements. The property is surrounded by single-family homes on the east, west and south. To the north is a wetland ponding area owned by the City. The property does have City sewer and water service on both parcels. The property is 32,725 square feet with a lot width of 75 feet and lot depth of 187 feet. The property is zoned R1, Detached Residential.

Staff finds that the proposal for both parcels complies with Development Standards. Drainage and utility easements will be required along lot lines. Staff is recommending this matter be forwarded to the City Council for approval.

Property owners within 350 feet were notified of the proposal. One phone call was received from the neighbor to the east requesting that the tree line along the east property line be retained.

**Mr. Josh Wing**, Applicant, stated that he and his family currently live in Shoreview, but as his family has grown larger they have been looking for a place in Shoreview to build a new home. This property has provided that opportunity. He has no further comments.

MOTON:        by Commissioner Ferrington, seconded by Commissioner Wenner to recommend the City Council approve the Minor Subdivision submitted by Josh and Joanna Wing, 169 Bridge Street, to divide the property into two parcels for single-family residential development. Approval is subject to the following conditions:

1. The minor subdivision shall be in accordance with the plans submitted.

2. For Parcel B, a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before a building permit is issued for a new home on the property. The fee will be 4% of the fair market value of the property.
3. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
4. The applicants shall enter into a Subdivision Agreement with the City. This agreement shall be required for the construction of new homes on each parcel.
5. Driveways and all other work within the Bridge Street right-of-way are subject to the permitting authority of the City of Shoreview.
6. A tree protection plan shall be submitted prior to issuance of a building permit (including the demolition permit). The approved plan shall be implemented prior to the commencement of work on chips and protective fencing at the drip line of the retained trees.
7. An erosion control plan shall be submitted with the building permit application for each parcel and implemented during the construction of the new residence.
8. A final site-grading plan shall be submitted and approved prior to issuance of a building permit.
9. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.

VOTE:                      Ayes - 6                      Nays - 0

**COMPREHENSIVE SIGN PLAN**

**FILE NO.:**                      **2478-13-05**  
**APPLICANT:**                      **SIGN MAINTENANCE LIGHTING**  
**LOCATION:**                      **5910 LEXINGTON AVENUE - WILLOW CREEK CENTER**

**Presentation by City Planner Kathleen Nordine**

This application seeks to replace an existing reader board sign with an electronic message center sign. The property is zoned C1, Retail Service. The site is a multi-tenant retail center with a convenience store/fuel station. Currently, the fuel station has a Conditional Use Permit for 24-hour “pay at the pump” capability. The store hours are 6:00 a.m. to 11:00 p.m. Six canopy lights may be used to illuminate fuel islands between 11:00 p.m. and 6:00 a.m.; the others are required to be off.

Free-standing signs are permitted if they comply with standards of height, area and setbacks. Message center signs are permitted only for public/quasi public uses and may have a maximum area of 30 square feet. A Comprehensive Sign Plan is required for commercial message center signs because it is a deviation from the code. The current code requires one hour between messages. The City has received requests for a shorter duration consistent with other approved signs. The sign is also a full color graphic display sign. Staff recommends this sign not be a distraction. It must be readable and have no flashing, scrolling, or fading of messages.

The sign is adjacent to and visible to single-family residential use. There is concern about the visual impact, especially during the nighttime hours. Staff is recommending restricted hours at night from 11:00 p.m. to 6:00 a.m. If complaints are received, the time restriction can be revisited. The sign must be consistent in size, color and materials. This replacement is intended to improve the look of the freestanding sign ad, improve identification and advertising for tenants.

Property owners within 350 feet were notified. One comment was received expressing concern about distraction to drivers at the Lexington/Hamline intersection and will have a negative visual impact.

Staff believes the sign is justifiable. It is more effective and functional way to advertise and identify tenants. It also reduces the need for temporary signs. Staff is recommending approval subject to the following conditions: 1) no display of phone numbers, email addresses; 2) restricted hours between 11:00 p.m. and 6:00 a.m.; 3) messages must be limited to goods and services provided on the site; and 4) no temporary signage is permitted. The applicant has requested deviation from posting phone numbers, addresses and hours of operation.

Commissioner McCool asked how the messages will be controlled with use of multiple tenants.

Chair Solomonson asked the time frame for revisions regarding signage. Ms. Nordine stated that there is more work to do. Staff plans to distribute the changes to the business community in April and May, after which there will be further review by the Economic Development Commission and Planning Commission before going to the City Council sometime this summer.

Commissioner Proud asked if it would be a hardship on the applicant to only use the sign for identification purposes and not advertise until the sign regulations have been amended. Ms. Nordine stated that would be a hardship. The existing sign advertises the fuel station and convenience store. The tenants use wall signs. The overall intent is to advertise special events, sales and products. Other message centers in the community are used by sole tenants who do not use it for identification but to advertise specials. This is the first message center for a multi-tenant building. The existing reader board is used for specials and not just to identify tenants.

Commissioner Ferrington stated that it is her recollection that previously the Commission determined that this type of signage would not advertise other than the goods and services on the site. She would want to be sure that this applicant is treated the same. Ms. Nordine answered that time, temperature, weather is also allowed. She will look up what was done in the past to be sure this application is treated the same.

Chair Solomonson asked if the code were to become more lenient, would this applicant be allowed to make that change in the future. Ms. Nordine stated that there would have to be a condition to that effect to allow that flexibility.

Chair Solomonson noted that the sign is to be oriented so it is not visible from any principal structure on any residential lot. That is not true with this application. Four homes will be impacted.

Commissioner Proud suggested some type of shielding that would reduce visibility for residences.

**Mr. James Hamilton**, 14215 Belle Court, Rosemont, stated that they would like authorization to post phone numbers because of the different tenants using the sign. The applicant would also like to post community events and not just goods and services on site. Currently, the existing manual reader board sign is illuminated in the evening. The new sign will not have any increased impact to homeowners. Message centers are very costly to put in and the applicant would like to keep the advertising on through the evening as is being done now.

Commissioner Ferrington suggested the sign be left on but turned down between the hours of 11:00 p.m. and 6:00 a.m. Mr. Hamilton stated that would work because there are automatic dimming features, and at night there will be less than one foot candle. The applicant is also concerned not to cause an issue in the neighborhood.

Chair Solomonson suggested a five-minute time frame for changing messages rather than 8 seconds. **Mr. Hamilton** stated that the 8-second change fits the driving speed limit on the road way and patterns of drivers who watch the road and notice signs.

Commissioner McCool asked if it can be programmed to shut off between 11:00 p.m. and 6:00 a.m., and further if the system to change the message will be on site. **Mr. Hamilton** stated that it can be timed. The message will be changed on site.

Chair Solomonson opened the discussion to public comment and questions. There were none.

### **Commission Discussion**

Commissioner Proud stated that he would like to be more restrictive with how this sign is used and allow flexibility to amend uses based on future regulation changes so this sign would be in conformance. He would limit information on the sign to identifying the businesses on site. He would increase the message change from 8 seconds to 1 minute. He would like shielding to be added to the conditions of approval.

Chair Solomonson stated the he would like the sign off from 11:00 p.m. to 6:00 a.m., increase time between messages and only allow goods and services on site.

Ms. Nordine stated that the TCF sign is allowed to post time, temperature and weather and only goods and services on site.

Commissioner McCool stated that he supports the application as proposed with staff recommendations. However, he would support turning the sign off from 11:00 p.m. to 6:00 a.m.

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.

VOTE:                   Ayes - 6                   Nays - 0

ATTEST:

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Kathleen Nordine  
City Planner

**SHOREVIEW ECONOMIC DEVELOPMENT COMMISSION**

**Meeting Minutes**

**Tuesday, March 26, 2013**

**ROLL CALL**

Chair Josh Wing called the meeting to order at 7:30 a.m. with the following members present: Jim Gardner, Dave Kroona, Dave Lukowitz, Gene Marsh, Ben Stephens, Jeff Washburn, and Jonathan Weinhagen. Commissioner Sue Denkinger arrived late.

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

**ACCEPTANCE OF AGENDA**

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

Vote: 8 AYES      0 NAYS

**APPROVAL OF MINUTES**

Commissioner Marsh, seconded by Commissioner Weinhagen, moved to approve the minutes of February 19, 2013, as written.

Vote: 8 AYES      0 NAYS

**INFORMATION EXCHANGE**

**Member Sharing of Information**

Commissioner Weinhagen commented on the March meeting of the Shoreview-Arden Hills Business Council co-sponsored by the Saint Paul and Twin Cities North Chambers of Commerce. He reported an significant increase in attendance with the guest speaker being Senator Bev Scalze. Several local businesses were represented including Jackie Anderson of Key Medical Supplies and Tom Nardini of Nardini Fire Equipment Company.

Simonson presented an update on the Lexington Station redevelopment in Arden Hills. The 7.57 acres is located at the southwest corner of Red Fox Road and includes the Blue Fox restaurant and several surrounding office/warehouse buildings. The plan for this project includes multiple retail, restaurants and retail/office buildings. City staff was invited to a meeting with Arden Hills and Ramsey County officials to discuss possible road improvements. The project suggests removing the two driveways

closest to the intersection of Red Fox and Lexington, moving the third driveway to the south property line directly across from Target, and with the potential for adding a traffic signal.

Simonson commented on a recent Star Tribune article on American Metro Company, a supplier of cash registers and credit card processing equipment to major golf tournaments and other sporting events. In 2012, the company had revenue of \$1.25 million last year, which is more than a 20 percent increase from 2011. The company has 11 employees and is located in the County Road E/694 area. Simonson said they would be added to the BRE list for a future business visit from the City.

### **Business Exchange**

Simonson asked the Commission for preferred dates for the Spring Business Exchange. Two possible dates are May 9 and 16. Simonson will check with the Council and Hilton Garden Inn and provide more information to Commissioners.

## **GENERAL BUSINESS**

### **Code Amendments to Sign Regulations**

Kathleen Nordine, City Planner, attended the meeting and provided an update on the amendments the Planning Commission is considering. The changes are a result of previous meetings with City Councilmembers, Planning Commissioners and EDC members. A summary of the proposed changes include:

- Increasing more flexibility for the maximum sign area permitted
- Increased the display time from 7 to 14 days, but to limit the number of times a business may use temporary signs
- Illuminated signs would be permitted in windows
- Eliminate the need for a Comprehensive Sign Plan if the proposed signs comply with the City standards, including location on arterials
- Create an administrative review process, where smaller or minor deviations can be approved administratively by City staff.

Nordine estimated that a small percentage of businesses do not have permitted temporary signs. Simonson added that the purpose of these amendments is to gradually tackle and enforce some of the issues regarding temporary signs.

The EDC members were generally supportive of the proposals to provide greater flexibility for local businesses including the use of electronic message center signs and a streamlined review process. Commissioners expressed concerns over the limitations on the number of temporary signs per year in multi-tenant centers and difficulties for the City to fairly enforce. They suggested additional discussion on the temporary banner issue. The EDC also supported efforts suggested by staff to seek input and feedback from the business community on the proposed changes, especially from local retailers.

## **EDC Mission and Work Plan**

Simonson began the discussion of the review of EDC Mission, Role and Work Plan. In staff's finding, most cities did not have mission statements. The best example that staff found was Woodbury, as they have both an EDC and EDA similar to Shoreview. Staff presented the following draft language:

Vision: Our economic vision for Shoreview is that of a healthy, thriving, high quality community. We recognize that economic vitality is the foundation of community progress and livability. To achieve our vision, we will work to maintain Shoreview's reputation as a highly desirable place to work, with a high quality of life and a well-educated workforce. We will strive to maximize the community's strategic location as a valuable resource, and we will actively retain our key landmark and emerging businesses and target new companies that offer good employment prospects, draw from the local labor pool and are good corporate citizens.

Mission: The mission of the Shoreview Economic Development Commission is 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 through these core roles:

- Relationship building
- Business retention
- Goodwill ambassadors representing City
- Communication link to business community
- Networking opportunities
- Education on City policies, goals and values
- Services and resources provider to serve business

Simonson said he added the core roles to the mission as the EDC outlined previously, but suggested it be better defined if they support inclusion in the mission statement.

Commissioner Wing commented that Woodbury had probably the most similar mission to what the EDC does. Commissioner Lukowitz noted that based on the information provided by staff that 9 of the cities had an EDC, 31 cities had an EDA and only 5 cities had both an EDA and EDC. Simonson added that the Council believes that the EDC is the face of the business community.

Commissioner Denkinger provided feedback that the business relation piece that the EDC does provide an important piece as they are the face of the business community. She added that the business visits have led to many projects. In addition, the EDC is made up of business owners, which provides important feedback. Commissioner Weinhagen also agreed on the importance of the EDC and mentioned that much of the redevelopment would have occurred but for the BRE program.

Commissioner Denkinger added that she would like to see a work plan that includes a more tactical approach for small businesses. Commissioner Wing added that he would like to see more activity of language, which would provide deliverables such as: reviewing Comprehensive Plan and other plans.

Denkinger added that those items are probably better addressed in goals to help. Simonson agreed to take the comments and provide an updated version for the next meeting.

Simonson presented draft EDC Goals and Actions for 2013-2014:

1. Update EDC Mission Statement and Core Values/Roles.
2. Renew BRE Visit efforts (goal of 10-12 in next 12 months)
  - a. Revisit original “landmark” and “emerging” businesses
  - b. Develop list of next level of “emerging” businesses
3. Host 2 Business Exchange social events (Spring and Winter) each year
4. Conduct at least 1 special workshop/information meeting for local businesses each year (explore potential partnership with Twin Cities North and St. Paul Area Chamber of Commerce)
5. Launch new Business& Development section on the new website
  - a. Consider reviving and upgrading Business Matters newsletter via mail and email subscription (as follow-up to website launch)
6. Support/assist with Council adopted goals relating to economic and business development
7. Coordinate/collaborate in implementation of EDA work plan for economic and business development

Commissioner Wing added that he would like to see the majority of the BRE visits now focus on emerging businesses.

Commissioner Wing added that it would be important to share Council and EDA goals (both housing and economic development) to create talking points to our businesses that would include the overall qualities and goals of the City, such as the great school district.

Commissioner Marsh had to leave the meeting at this time due to a work conflict.

## **PROJECT AND DEVELOPMENT UPDATES**

Simonson provided a brief update on development projects.

**Lakeview Terrace Apartments.** The Midland Plaza retail center is now completely torn down as the first phase of the redevelopment project. City engineering staff is working with the developer in coordinating the public improvements associated with the project. The developer would like to begin construction, which requires the construction of a temporary realigned road construction to move forward concurrent with the permanent public improvements. Construction is expected in late April.

**PaR Systems.** The contractor of PaR Systems has completed all of the structural steel framing and outer shell for the new 36,000 square foot facility. They are currently working on interior work.

**TSI Incorporated.** TSI continues its work. Interior finishing is now underway. They are planning to be complete by May.

**Trader Joe's.** The developer has reached an agreement with TCF Bank, Target and Trader Joe's for a joint entry monument sign at the corner of Lexington Avenue and Red Fox Road. The developer intends to complete the building by June and then turn over the store to Trader Joe's to complete interior finishing work. Trader Joe's is expected to open around Labor Day.

#### **ADJOURNMENT**

Commissioner Weinhagen, seconded by Commissioner Lukowitz, moved to adjourn the meeting at 8:35 a.m.

Vote: 8 AYES      0 NAYS

**PARK AND RECREATION COMMISSION  
MINUTES  
MARCH 28, 2013**

**CALL TO ORDER**

Park and Recreation Commission Chair Desaree Crane called the March 28, 2013 meeting of the Park and Recreation Commission to order at 7:02 pm.

**ROLL CALL**

Members Present: Desaree Crane, Chair; Megan Frye, Catherine Jo Healy, Athrea Hedrick, Carol Jauch, Linda Larson, Charlie Oltman, Kent Peterson.

Others Present: Terry Schwerm, City Manager

**APPROVAL OF MINUTES**

Oltman moved, seconded by Healy, approval of the January 24, 2013 minutes. Motion was unanimously adopted.

**REVIEW OF BUCHER PARK RENOVATION BIDS**

Schwerm reviewed the bids for the Bucher Park renovation project. He indicated that the City received eight bids. The base bids ranged from \$309,000 to \$480,000 with the architect's estimate at \$359,000. The bid for five alternates ranged from about \$138,000 to \$281,000, with the architect's estimate at \$168,000. The low bidder on both the base bid and alternates was Odesa II, which is the same firm that completed the improvements at Sitzer Park. The total bid package of \$449,751 is about \$140,000 less than the next lowest bid, and below the architect's estimate for the entire project. Based on this outstanding bid, staff recommends that the Commission recommend acceptance of the base bid and all of the alternates to the City Council.

After some discussion, Oltman moved, seconded by Larson, that the Park and Recreation Commission recommend that the City Council accept the base bid and all alternates and award the bid to Odesa II in the amount of \$449,751. Motion was adopted 8-0.

**STAFF REPORTS**

Schwerm reviewed the monthly report with the Commission noting the following:

- The Community Center had another successful year from a financial perspective in 2012, ending the year with a net increase in the fund balance of more than \$140,000. This is

the fourth straight year of positive gains in the fund balance after a few years of losses in the mid-2000's. He did note that membership revenue growth has slowed to more of an inflationary increase.

- Summer Discovery, the full day summer child care program, at the Community Center, filled very quickly this year. There are now 256 participants registered, an increase of about 50 from last year. A waiting list has been started.

### **COMMISSION REPORTS**

Two items were identified by Commission members:

- Dust on the outside of the indoor playground structure – Schwerm said he would mention to our Building and Grounds Superintendent.
- Wave Café – providing healthier options. Schwerm said we have expanded healthier options by providing fruit, yogurt, etc., but often times we lose money since the healthy items often don't sell and we end up throwing them out.

### **ADJOURNMENT**

There being no further business before the Commission, the meeting was adjourned at 7:45 pm.

**Minutes**  
**ENVIRONMENTAL QUALITY COMMITTEE**  
**April 22nd, 2013 7:00 PM**



**1. CALL TO ORDER**

The meeting was called to order at approximately 7:05pm.

**2. ROLL CALL**

Members present: Tim Pratt, John Suzukida, Lisa Shaffer-Schreiber, Scott Halstead, Mike Prouty, Susan Rengstorf,

Members absent: Len Ferrington, Dan Westerman, Katrina Edenfeld

Staff present: Jessica Schaum

**3. APPROVAL OF AGENDA**

The agenda was approved with no changes.

**4. APPROVAL OF MEETING MINUTES – March 25th, 2013**

The minutes were approved with no changes.

**5. BUSINESS**

**A. Work Plan/Goal Setting review**

a. Compiled document with action items

- i. Members discussed action items and assigned timelines to each section to prioritize work for the year. Jessica will update and add to the spreadsheet and include with the minutes.

b. 2012-2013 Accomplishments

- i. Katrina compiled a page worth of accomplishments, Mike will add “emerging issues” or a “looking forward” section to this to share with the City Council at the scheduled Workshop on May 13<sup>th</sup>. Mike will get to Jessica by Monday April 29<sup>th</sup>.
- ii. Members volunteered to give a brief introduction to the following topics at this meeting, with the emphasis being placed on brief to allow for more feedback from the City Council.
  - a. Education – Mike
  - b. Water – Tim
  - c. Green Building – John
  - d. Garbage - Susan

**B. 2013 Speaker Series**

a. The 3<sup>rd</sup> Wednesday of each month, January through April in the City Council Chambers at 7:00pm.

i. Review: April 17: Tony Runkel

- 1. Tony’s presentation was our best attended of 2013, with almost all seats full in the Council Chambers. Tony, a Shoreview resident, did a great job setting the stage for residents to learn about aquifers. The Committee is interested in inviting him back for another “102” or “2.0” groundwater talk in 2014. Jessica shared that the City’s Facebook post advertising the presentation was viewed over 1,100 times – making it the City’s most popular post!

2. Members asked Jessica to find out how long CTV keeps the programs on the air and if we could get the 2013 presentations online as well.

C. Newsletter Topics

- a. The short issue hitting mailboxes this week has John's drought/water conservation article, Jessica's EAB treatment program, watering restrictions reminders, and Spring Clean up day information.
- b. Large catalog, estimated delivery is mid-July. Article deadline May 2nd
  - i. Reducing AC use/increasing efficiency – Katrina (done)
  - ii. Blue Thumb (Jessica)

D. Public Works Update

- a. Staff is preparing for May 18<sup>th</sup> clean up day and making sure all trees marked for removal are coming into compliance with the City's regulations before May 1<sup>st</sup>.
- b. Two people are scheduled to be interviewed for the Forestry Intern position.
- c. Tim and Jessica were invited to speak to employees at Cummins Power Generation as part of their Earth Week events. Cummins employees wanted to hear how to increase recycling both at work and at home.

E. Other

- a. Mike shared that a Shoreview resident who is a recently retired DNR Forester wants to help the City with the tree inventory. Mike, Wayne, and Jessica have been meeting to craft a plan to seek out more volunteers.
- b. Adopt-a-highway idea – Mike will research MNDOT's program on behalf of the EQC and see what sections are available, if any, in Shoreview.
- c. Lisa gave a quick update on the Metropolitan Council's groundwater presentation earlier in April with legislators.
- d. City Council workshop meeting – May 13<sup>th</sup> 8:00PM
- e. Next regular meeting is May 20<sup>th</sup> – lower level of City Hall due to Council meeting

F. Adjournment

- a. The committee adjourned at approximately 8:55PM.

**HUMAN RIGHTS COMMISSION  
MEETING MINUTES  
April 24, 2013**

**CALL TO ORDER**

Commissioner Minton called the meeting to order at 7:01 p.m. with the following members present: Mark Frey, Richard Bokovoy, Nancy Hite, Kamilyn Choi, Samuel Abdullai, Julie Williams, Elaine Carnahan, Cory Springhorn and Mark Hodkinson.

Also present was Tessia Melvin, Assistant to the City Manager/Communications, Kent Pederson, Community Foundation, Stacy Becker, ECUMEN and Jerry Hromatka, Northwest Youth and Family Services.

**COMMUNITY DIALOGUE PLANNING**

Melvin presented an idea of presenting information on the generational differences across ages. She presented a 15 minute segment that could be done while participants are eating. The Commission agreed to adding this to the schedule for the evening of the dialogue.

Melvin announced to the Commissioners that two student representatives have agreed to be on the panel, but that two adults are still needed. Becker and Melvin agreed to contact Scandia Shores to see if they could find some volunteers.

Melvin reminded the Commission of the following panelist questions

- What are the most important factors to you feeling like you are welcome or belong in a community?
- What challenges or experiences have you had that are directly related to your age?
- When you enter any place besides home, what lets you know that you are welcomed?

Becker added that in the work that Ecumen has done, she has found that many individuals that are aging often feel invisible. She suggested adding something so people could address this in the questions.

Melvin suggested adding it to the first question to create:

- What are the most important factors to you feeling like you are welcomed or belong in a community? Has there ever been an instance when you felt invisible? If so, why.

Commissioner Hite suggested that Hromatka provide ground rules to make everyone feel comfortable in sharing their information.

Hromatka added that as a society, we are setup to segregate by age. From where we live, where we shop, etc. He suggested that the dialogue should make participants leaving thinking:

- What am I going to do different to understand generational differences and making everyone feel like part of the community?

### **APPROVAL OF MINUTES**

Commissioner Hite moved to accept the March 13, 2013, minutes, seconded  
Commissioner Carnahan with minor changes  
Vote: 10 AYES            0 NAYS

### **REVIEW OF COMMUNITY SURVEY**

Melvin provided Shoreview 2010 Community survey questions and results to Commissioner. Since the late 1980's, the City has had Decision Resources, Ltd. conduct community surveys every 3-4 years to measure resident satisfaction with City services and programs. The surveys have also been used to determine community interest in new initiatives or programs. The phone survey is conducted to 400 random residents and results are projectable to plus/minus 5% of the entire City.

Melvin asked the Commissioners to review to look at the questions for comments.  
Commissioners questioned #109:

Which do you consider to be the second major concern in the city? Again, if you feel that none of the remaining problems are serious in the city, just say no.

The Commissioners commented that the choices are violent crimes, traffic speeding, drugs, youth crimes and vandalism, identify theft, business crimes and residential crimes and there is no category for people to add crimes to the list that they think are most serious. Commissioner Hite added that the local newspaper often reports on drunk driving and domestic assault, so the City may want to add these two categories to their question.

Commissioner Hodkinson added that the questions regarding demographics seem to include the necessary items.

### **CARING YOUTH AWARD UPDATE**

Melvin reported no nominations have been received and asked the Commission to help market the award. Commissioner Bokovoy asked if the Commission could nominate students. Commissioner Hite reminded the Commission that is open to Shoreview residents, so yes Commissioners can nominate students, but not family member. Commissioner Hite added that the newspapers have done a great job of helping with the marketing of it.

### **OTHER BUSINESS**

Commissioner Carnahan asked the Commission if they received a phone call notifying them of a missing vulnerable adult recently. Many of the Commissioners received this

call and there were many questions about this service and how are telephone numbers collected.

Melvin provided a brief report on CodeRED. The Ramsey County Sheriff's Office has partnered with CodeRED to provide county-wide community alerts and notifications. CodeRED is used to send geographically targeted communications during critical incidents. Localized or county-wide messages are sent, dependent upon the following needs:

- Lost, abducted, or missing children or vulnerable adults
- Increase in crime
- Bio-terrorism and hazards materials or chemical spills
- Sex (predatory) offender notifications
- Natural disasters
- Fires and evacuations
- Pandemics

Melvin reminded the Commission that the City contracts the Ramsey Sheriff's department for police needs. Melvin encouraged Commissioners to enter their contact information for home and work addresses along with their landline and mobile numbers and e-mail addresses. While CodeRED uses a database with basic phonebook information, there is no guarantee that the information is in the database. Melvin provided Commissioners with cards and the following website, <https://cne.coderedweb.com/Default.aspx?groupid=hLB1C14uTapRYOCgm2J9Zg%3d%3d>.

#### **ADJOURN**

There being no further business, Commissioner Frey moved to adjourn their meeting at 8:55 p.m., seconded by Commissioner Bokovoy.

Motion was adopted unanimously.

# SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

## Meeting Minutes

May 2, 2013

### 1. CALL TO ORDER

The meeting was called to order at 7:05 p.m.

### 2. ROLL CALL

Members Present: Keith Severson, Craig Mullenbach, Craig Francisco, Jay Martin, Judd Zandstra, Mark Stange

Members Absent: None

Guests: None

City Staff: Charlie Grill

### 3. APPROVAL OF AGENDA

The committee agreed and approved the updated agenda.

### 4. APPROVAL OF MEETING MINUTES

The minutes of the April 4, 2013 meeting were reviewed and approved by consensus of the Committee.

### 5. COMMITTEE DISCUSSION ITEMS

The meeting began with Charlie quickly reviewing the Public Works monthly report. The committee asked a few questions regarding the timing of the Rice Street bridge project and trail sections along County Roads. Charlie explained there are few details at this time but as they come available they will be included in future meetings.

The committee reviewed different ideas for new style t-shirts. Keith and Craig F will be contacting a digital design artist to see if the desired design can be created. Once the design is completed Charlie will shop around for the best price at local businesses.

The committee also discussed the possibility of putting bike racks at the Slice of Shoreview this year. They proposed a bike rack area on the north side of the entrance. It has lower foot traffic and would offer flat open ground for the bike racks. Mark will be supplying the bike racks for the event.

### 6. ADJOURNMENT

The meeting was adjourned at 7:45 PM.

## MOTION SHEET

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

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

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

Date	Description	Amount
04/15/13	Accounts payable	\$16,593.38
04/18/13	Accounts payable	\$126,209.13
04/22/13	Accounts payable	\$71,638.82
04/25/13	Accounts payable	\$22,345.96
04/30/13	Accounts payable	\$10,353.29
05/02/13	Accounts payable	\$134,071.87
05/06/13	Accounts payable	\$79,818.96
<b>Sub-total Accounts Payable</b>		<b>\$ 461,031.41</b>
04/19/13	Payroll 125254 to 125295 961526 to 961704	\$147,865.93
05/03/13	Payroll 125296 to 125337 961705 to 961881	\$148,369.98
<b>Sub-total Payroll</b>		<b>\$296,235.91</b>
<b>TOTAL</b>		<b>\$ 757,267.32</b>

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Withhart		
Martin		

05/06/13

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
AMERICAN PAYMENT CENTERS	RAINBOW DROP BOX SERVICES-APR/MAY/JUN 13	601	45050	3190				\$40.00	\$80.00
		602	45550	3190				\$40.00	
CENTRAL RESTAURANT PRODUCTS	WAVE CAFE FREEZER ADDITION	220	43800	2180		006		\$3,081.00	\$3,081.00
CREATIVE WATER SOLUTIONS, LLC	MOSS FOR MAIN/WHIRLPOOL/ROCKWATERFALL	220	43800	2160		003		\$4,219.75	\$4,219.75
DYNAMEX DELIVERS NOW/ROADRUNNE	DELIVERY TO EAGAN POST OFFICE - 3-27-13	601	45050	3220		001		\$20.79	\$41.58
		602	45550	3220		001		\$20.79	
LEAGUE OF MN CITIES INS TRUST	INS CLAIM: SULLIVAN REIMBURSEMENT	260	47400	4340				\$715.97	
MNHOMESPOT, INC	REFUND CLOSING OVRPYMT-1063 WESTCLIFF CV	601	36190			003		\$17.92	\$17.92
REDCO FOOD SERVICE EQUIPMENT,L	WAVE CAFE EQUIPMENT PARTS	220	43800	2590		002		\$519.37	
RICOH AMERICAS CORPORATION	LEASE CITY HALL COPIERS	101	40200	3930		002		\$2,194.74	\$2,194.74
SKOGEN, PHYLLIS	REFUND CLOSING OVRPYMT-1095 INGERSON RD	601	36190			003		\$166.36	\$166.36
ST. PAUL, CITY OF	RIVERPRINT:LETTERHEAD/ENVELOPES(REG/WIN)	101	40200	2010		005		\$2,253.70	\$4,589.68
		101	40200	2010		004		\$2,335.98	
THAMES, CHARLES	REFUND CLOSING OVRPYMT-1484 KNOLL DR	601	36190			003		\$12.91	\$12.91
THOMPSON, CHAD OR JANE	REFUND CLOSING OVRPYMT-4530 SNAIL LK BLV	601	36190			003		\$66.88	\$66.88
TWIN SOURCE SUPPLY	GLOVES & SAFETY VESTS	101	43710	2180				\$141.09	\$141.09
VALLEY, GARY	REFUND CLOSING OVRPYMT-3595 RICE ST N	601	36190			003		\$16.74	\$16.74
WILS - WOMEN IN LEISURE SERVIC	WORKSHOP ON 4/16 FOR KUNZA	225	43400	4500				\$17.00	\$17.00
WORTHINGTON DIRECT	COMMUNITY CENTER REPLACEMENT WHITE BOARD	220	43800	2180		002		\$582.95	\$582.95
XCEL ENERGY	ELECTRIC-SURFACE WATER	603	45900	3610				\$48.54	\$48.54
XCEL ENERGY	ELECTRIC-SIGNAL SHARED W/NORTH OAKS	101	42200	3610				\$41.82	\$41.82
XCEL ENERGY	ELECTRIC-TRAFFIC SIGNAL	101	42200	3610				\$39.08	\$39.08
Total of all invoices:								\$16,593.38	=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
A TO Z PARTY SUPPLIES.COM	BIRTHDAY PARTY SUPPLIES	220	43800	2591				\$247.16	\$247.16
AMAZON.COM	LOGITECH M510 WIRELESS MOUSE	101	40550	2010		001		\$32.00	\$32.00
AMAZON.COM	TREADMILL BOOK HOLDERS-FITNESS EQUIPMENT	220	43800	2180		001		\$82.89	\$82.89
AMERICAN RED CROSS-HEALTH & SA	LIFEGUARDING REVIEW: BACHRACH	225	43520	2170		003		\$27.00	\$27.00
AMERICAN RED CROSS-HEALTH & SA	LIFEGUARDING: RICE, JACOB	225	43520	2170		003		\$35.00	\$35.00
AMERICAN RED CROSS-HEALTH & SA	CPR/AED: ALEXANDER, S & ANIGBOGU, P	225	43520	2170		001		\$38.00	\$38.00
AMERICAN RED CROSS-HEALTH & SA	CPR/AED: ABARNO/BIANCHET/FRANCISCO/HOLMB	225	43520	2170		001		\$108.00	\$108.00
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$52.68	\$52.68
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$514.78	\$514.78
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$1,680.03	\$1,680.03
AMSAN BRISSMAN KENNEDY	REPAIR SUPPLIES CC	220	43800	2240		001		\$211.61	\$211.61
AUTOMOTIVE REFLECTIONS	INS CLAIM: UNIT 212 REPAIRS	260	47400	4340				\$2,159.14	\$2,159.14
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001		\$9.61	\$9.61
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001		\$34.04	\$34.04
BIGEYEINTHESKY.COM	COMMUNITY CENTER VIRTUAL TOUR	220	43800	2201		007		\$499.00	\$499.00
BROADWAY ACROSS AMERICA.COM	SHORELINER ADULT TRIP	225	43590	3174		003		\$1,072.00	\$1,072.00
COMCAST	COMPLEX STAFF INTERNET SERVICES:MARCH	230	40900	3190		002		\$152.62	\$152.62
COMCAST.COM	MODEM 2 INTERNET CHARGE	230	40900	3190		002		\$127.40	\$127.40
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 04-19-13	101	21720					\$8,819.93	\$8,819.93
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS:04-19-13	101	20420					\$114.50	\$114.50
DANKERT, PATRICIA	CROCHETING	220	22040					\$18.33	\$18.33
DAVE'S SPORT SHOP	SOFTBALLS (SUMMER & FALL)	225	43510	2170		001		\$1,304.94	\$1,304.94
ECK, NATE	AQUATICS - LEVEL 4	220	22040					\$263.00	\$263.00
ELECTRIC MOTOR REPAIR, INC.	BLOWER ASEMBLY MAINT	220	43800	3890				\$404.76	
ELIOPOULOS, JOSHUA	ACTIVITY REFUND	220	22040					\$54.00	\$54.00
ELITE FTS.COM	DIP BELT-FITNESS EQUIPMENT	220	43800	2180		001		\$41.00	\$41.00
FINANCE & COMMERCE.COM	SUBSCRIPTION	101	42050	4330				\$249.00	\$249.00
FSH COMMUNICATIONS LLC	PAYPHONE TELEPHONE	101	40200	3210		001		\$64.13	\$64.13
GASB.ORG	SUBSCRIPTION	101	40500	4330		003		\$225.00	\$225.00
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS:04-19-13	101	20418					\$5,490.00	\$5,490.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 04-19-13	101	20431					\$498.27	\$498.27
HASSAN, MAFTUHA	FACILITY REFUND	220	22040					\$50.00	\$50.00
HYDRO CAD SOFTWARE SOLUTIONS L	HYDROCAD SOFTWARE MAINTENANCE	101	40550	3860				\$210.00	\$210.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:04-19-13	101	21750					\$5,444.34	\$5,444.34
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS:04-19-13	101	20430					\$465.00	\$465.00
JOHN DEERE LANDSCAPES, INC	ICE MELT FOR SIDEWALKS LESS CM 63986493	101	43710	2260				\$155.00	\$155.00
JONES & BARTLETT PUBLISHERS, I	LIFEGUARD BOOKS	220	43800	2200		002		\$669.23	
LUBEGA, SAWVYA	BASEBALL/SOCCER - TL	220	22040					\$76.00	\$76.00
MATHESON TRI-GAS INC	CO2 FOR WHIRLPOOL, FIRST AID OXYGEN	220	43800	2200		001		\$50.74	\$139.87
		220	43800	2160		002		\$89.13	
MAYER ARTS, INC	BALLET CLASSES SPRING 2013	225	43580	3170				\$1,274.00	\$1,274.00
METRO LEASING COMPANY	PUSH PEDAL PULL CARDIO LEASE - APR 2013	220	43800	3960				\$1,445.35	\$1,445.35
MIDWEST SPECIAL SERVICES, INC	CC CLEANING	220	43800	3190		002		\$156.30	\$156.30
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE:04-19-13	101	20435					\$217.50	\$217.50
MINNESOTA CITY/COUNTY MGMT ASS	MCMA MANAGER CONFERENCE: MELVIN	101	40200	4500		002		\$225.00	\$225.00
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EPL CONTRIB:04-19-13	101	20420					\$35.00	\$35.00
MINNESOTA GFOA.COM	CAFR REVIEW: ESPE	101	40500	4330		009		\$25.00	\$25.00
MINNESOTA GFOA.COM	MONTHLY MEETING: MALONEY, D	101	40500	4500		003		\$15.00	\$15.00
MINNESOTA UC FUND	UNEMPLOYMENT COMPENSATION: 1ST QTR	220	43800	1420				\$650.11	\$771.23
		225	43530	1420				\$121.12	
MITCHELL HOVDE, MICHELLE	DODGEBALL/NITRO - TL	220	22040					\$38.00	\$38.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
MN GTS	CITY-COUNTY MANAGER ANNUAL CONFERENCE	101	40200	4500		002		\$225.00	\$225.00
NORTHSTAR CHAPTER APA	MONTHLY MEETING: KUSCHEL	101	40500	4500		001		\$45.00	\$45.00
PLUMMASTER, INC	SMALL TOOLS	220	43800	2400				\$38.65	\$38.65
PLUMMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240		001		\$299.94	\$299.94
PLUMMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240		001		\$603.07	\$603.07
PLUMMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240		001		\$395.23	\$395.23
PROULX, ALEXANDER	PASS REFUND	220	22040					\$21.60	\$21.60
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS:04-19-13	101	21740					\$27,713.14	\$27,713.14
PUBLIC EMPLOYEES RETIREMENT AS	PERA DEFINED CONTRIBUTIONS: 04-19-13	101	21740					\$246.10	\$246.10
RAINBOW FOODS	LIFT STATIONS OIL	602	45550	2282				\$38.36	\$38.36
RESOURCES COUNCIL, MN FOREST	FACILITY REFUND	220	22040					\$210.00	\$210.00
ROMAN, JENNIE	FACILITY REFUND	220	22040					\$85.72	\$85.72
ROSENSTEIN, SARAH	FACILITY REFUND	220	22040					\$50.00	\$50.00
SAHI	FACILITY REFUND	220	22040					\$300.00	\$300.00
SANDFORD, NATASHA	PASS REFUND	220	22040					\$33.20	\$33.20
SEIBURE, JANNIE	FACILITY REFUND	220	22040					\$50.00	\$50.00
SERVER SUPPLY.COM INC.	AVAYA HANDSET REPLACEMENTS	422	40550	5800				\$992.00	\$992.00
SERVER SUPPLY.COM INC.	CREDIT-AVAYA HANDSET REPLACEMENTS	422	40550	5800				-\$992.00	-\$992.00
SO TEL SURPLUS	AVAYA PHONE HANDSET REPLACEMENTS	422	40550	5800				\$1,060.00	\$1,060.00
ST. PAUL, CITY OF	SPRING/SUMMER YOUTH FLYER	225	43400	3390				\$309.94	\$309.94
SUBURBAN ELECTRIC, INC.	PERMIT REFUND	101	32580					\$35.00	\$40.00
		101	20802					\$5.00	
SYSCO FOOD SERVICES OF MN, INC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$365.04	\$365.04
TASTE OF SCANDINAVIA	EDC MEETING SUPPLIES	101	40100	4890		002		\$29.07	\$29.07
THE TANK DEPOT.COM	ACE/DENHARTOG 110 GALLON TANK	701	46500	4500				\$353.38	\$353.38
THOMPSON, JENNIFER	BASEBALL/SOCCER - TL	220	22040					\$38.00	\$38.00
TIGER DIRECT C/O SYX SERVICES	MOBILE DEVICE FOR PUBLIC WORKS	422	40550	5800				\$278.76	\$278.76
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX:04-19-13	101	21710					\$21,079.08	
		101	21730					\$26,717.08	
		101	21735					\$6,264.84	\$54,061.00
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS:04-19-13	101	20420					\$121.00	
VICTORY CORPS	BANNERS FOR RICE CREEK FIELDS	101	43710	2240				\$510.55	\$510.55
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$1,368.64	
WEDDINGPAGES, INC.	THE KNOT SUBSCRIPTION	220	43800	2201		004		\$1,020.00	\$1,020.00
XIONG, NCHA	FACILITY REFUND	220	22040					\$100.00	\$100.00
YOUNG, LESLEY	SHORELINER LUNCHEON - JFK/4-16-13	225	43590	2174		003		\$157.10	
Total of all invoices:								\$126,209.13	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ANCHOR PAPER COMPANY	COPY PAPER/COLORED PAPER	101	40200	2010		001		\$494.73	
		225	43400	3390				\$76.44	\$571.17
APWA	APWA MEMBERSHIP/SCHAUM JESSICA	101	42050	4330				\$120.50	
ASSURANT ADMINISTRATIVE OFFICE	LONG TERM DISABILITY: APRIL 2013	101	20412					\$1,724.23	\$1,724.23
COMPULINK MANAGEMENT CENTER IN	LASERFICHE TRAINING	101	40550	4500		005		\$1,350.00	
		101	40500	4500		010		\$800.00	\$2,850.00
		101	40200	4500		005		\$350.00	
		101	43400	4500				\$350.00	
FLEET FARM/GE CAPITAL RETAIL B	LINER AND STRAPS FOR SEWER REPAIR	602	45550	2280		002		\$125.32	\$125.32
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.34	
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		\$16.34	\$16.34
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.43	\$15.43
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.42	\$15.42
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		\$15.43	\$15.43
GRANDMA'S BAKERY	DOUGHNUTS FOR RESALE	220	43800	2591		003		\$86.04	\$86.04
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
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
NEOFUNDS BY NEOPOST	POSTAGE FOR POSTAGE MACHINE	101	40200	3220				\$4,001.69	\$4,001.69
POSTMASTER	DEPOSIT IN PERMIT IMPRINT #5606-ZONE 1	602	45550	3220		001		\$550.00	\$1,100.00
		601	45050	3220		001		\$550.00	
RAMSEY CONSERVATION DISTRICT	EROSION AND SEDIMENT CONTROL INSPECTION	603	45850	3190				\$814.07	\$814.07
SHORT ELLIOTT HENDRICKSON, INC	OWASSO - VICTORIA - E CONSTRUCTION	571	47000	5910				\$14,364.64	\$14,364.64
TDS METROCOM	TELEPHONE SERVICES	101	40200	3210		003		\$1,059.55	\$1,337.43
		101	43710	3210				\$243.68	
		601	45050	3210				\$34.20	
U.S. BANK	TREADMILL LEASE/ONE SOURCE FIT/APRI 2013	220	43800	3960				\$1,065.99	\$1,065.99
UNIVERSITY OF MINNESOTA	APWA SPRING CONF. CURLEY-DUNN-SCHAUM	101	42050	4500				\$675.00	\$675.00
XCEL ENERGY	STORM SEWER LIFT STATION-ELECTRIC	603	45850	4890		003		\$69.34	
XCEL ENERGY	MT CENTER-ELECTRIC/GAS	701	46500	3610				\$2,267.15	\$4,091.72
		701	46500	2140				\$1,824.57	
XCEL ENERGY	SIRENS-ELECTRIC	101	41500	3610				\$66.48	
XCEL ENERGY	SLICE OF SHOREVIEW-ELECTRIC	270	40250	3610				\$11.62	\$11.62
XCEL ENERGY	STREET LIGHTS-ELECTRIC	604	42600	3610				\$15,036.68	\$15,036.68
XCEL ENERGY	SURFACE WATER: ELECTRIC	603	45900	3610				\$52.58	\$52.58
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/ARDEN HILLS-ELEC	101	42200	3610				\$37.28	\$37.28
XCEL ENERGY	COMMUNITY CENTER-ELECTRIC/GAS	220	43800	2140				\$9,622.17	\$22,579.62
		220	43800	3610				\$12,957.45	
XCEL ENERGY	TRAFFIC SIGNALS-ELECTRIC	101	42200	3610				\$567.61	\$567.61

Total of all invoices: \$71,638.82

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$140.48	\$140.48
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$17.56	\$17.56
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$1,704.46	\$1,704.46
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$100.15	\$100.15
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$361.57	\$361.57
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC HOOKS AND BOARD	220	43800	2240		001		\$35.94	\$35.94
BUETTNER, KERSTIN	FACILITY REFUND	220	22040					\$300.00	\$300.00
C & E HARDWARE	VALVE FOR BOOSTER	601	45050	2280		005		\$8.99	\$8.99
CHANHASSEN DINNER THEATERS	DEPOSIT - HELLO DOLLY 11/20/13	225	43590	3174		004		\$100.00	
COMMUNITY, BANYAN	FACILITY REFUND	220	22040					\$112.80	\$112.80
CORPS, HHH JOB	FACILITY REFUND	220	22040					\$300.00	\$300.00
DRANGE, ANGELA	AQUATICS - LEVEL 4	220	22040					\$132.00	\$132.00
FLEMING, ANGEL	FACILITY REFUND	220	22040					\$100.00	\$100.00
FURMANEK, CHRISTY	AQUATICS - LEVEL 1	220	22040					\$21.64	\$21.64
GRAINGER, INC.	REPAIR SUPPLIES CC CLOCKS	220	43800	2240		001		\$264.37	\$264.37
GRAINGER, INC.	NAPPING SHEARS	220	43800	2240		001		\$23.47	\$23.47
GRAINGER, INC.	NAPPING SHEARS	220	43800	2240		001		\$22.33	\$22.33
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$139.07	\$139.07
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.43	\$15.43
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.41	\$15.41
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.28	\$16.28
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.40	\$15.40
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.40	\$15.40
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.28	\$16.28
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		\$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
GULLICKSON, KRISTIN	TENNIS - BEGINNERS	220	22040					\$47.00	\$47.00
HAWKINS, INC.	POOL CHEMICALS & TESTING REAGENTS	220	43800	2160		001		\$1,264.52	\$1,264.52
HOERNEMAN, KELLY	PASS REFUND	220	22040					\$100.00	\$100.00
JOHNSON, SCOTT	LIFESAVING MERIT BAD	220	22040					\$50.00	\$50.00
LOFFLER	FINAL MAINTENANCE/OVERAGE CHARGES	101	40200	3850		001		\$291.65	\$291.65
MASTER-LINK SPORTS INC	FITNESS CENTER EQUIPMENT MAINT.	220	43800	3890				\$245.00	\$245.00
MATHESON TRI-GAS INC	CO2 FOR WHIRLPOOL	220	43800	2160		002		\$89.13	\$89.13
MAUER, RACHEL	TBALL LEAGUE-AGE 4&5	220	22040					\$42.00	\$42.00
MENARDS CASHWAY LUMBER **FRIDL	PAINTING SUPPLIES FOR PARK BLDG TRIM	101	43710	2240				\$163.05	\$163.05
MENARDS CASHWAY LUMBER **FRIDL	PAINT SUPPLIES FOR PAINTING INSIDE WALLS	101	43710	2240				\$62.36	\$62.36
MIHELICH, LESLIE	FACILITY REFUND	220	22040					\$130.00	\$130.00
MILLER, KATIE	SPORTS GAMES- ISLAND	220	22040					\$38.00	\$38.00
MINNESOTA DEPARTMENT OF HEALTH	CO.RD D, CP13-01A PLAN REVIEW FEE	573	47000	5950				\$150.00	\$150.00
MINNESOTA DEPARTMENT OF HEALTH	RED FOX RD CP12-04 PLAN REVIEW FEE	572	47000	5950				\$150.00	\$150.00
MN/DOT ATTN: LAUREL JANISCH	FACILITY REFUND	220	22040					\$625.00	\$625.00
MOHAMMED, BASHEER	FACILITY REFUND	220	22040					\$300.00	\$300.00
OLSON, PEGGY	TBALL WARMUP	220	22040					\$70.00	\$70.00
PALMER, CINDY	CPR	220	22040					\$84.00	\$84.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
BACHRACH, BRIANNA	REIMBURSEMENT:LG STAFF TRAINING	220	43800	2200		002		\$14.91	\$14.91
BREMER, PATRICIA	REFUND FOR SLICE FOOD VENDOR	270	34900			318		\$350.00	
CENTRAL RESTAURANT PRODUCTS	COMMUNITY CENTER KITCHEN SUPPLIES	220	43800	2180		002		\$207.74	
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$375.88	\$375.88
CUB FOODS	PRESCHOOL SUPPLIES	225	43555	2170				\$270.85	\$270.85
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 04-26-13	101	20431					\$562.36	\$770.69
		101	20432					\$208.33	
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$667.50	\$667.50
HILL, NICOLE	MILEAGE	240	44400	3270				\$26.56	\$26.56
KUSCHEL, JODEE	REIMBURSEMENT:PAYROLL MEETING: MAR/APR	101	40500	4500		004		\$40.34	\$40.34
LEGARDE, CYNTHIA	PHOTO REIMBURSEMENT	225	43555	2170				\$72.30	\$72.30
ORIENTAL TRADING COMPANY	COMMUNITY CENTER TOYS FOR RESALE	220	43800	2591		002		\$1,066.88	\$1,066.88
PURE BLUE SWIM SHOP	SWIM GEAR FOR RESALE	220	43800	2591		002		\$1,873.44	\$1,873.44
RAMSEY CO. PUBLIC HEALTH	RESTRUCTURE FEE DAY LICENCE FM 2013	225	43590	2174		001		\$45.00	
SCHOOL-TECH, INC	TENNIS BALLS (QUICKSTART BALLS)	225	43510	2170		011		\$521.71	\$521.71
SCHOOL-TECH, INC	PICKLEBALL CART - 2ND	225	43510	2170		016		\$172.84	\$172.84
SWALLEN, JOHN	SPRING MINI KICKERS CLASSES	225	43510	3190		012		\$1,288.00	\$1,288.00
SYSCO FOOD SERVICES OF MN, INC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$875.19	\$875.19
TARGET COMMERCIAL INVOICE	COMMUNITY CENTER STORAGE	220	43800	2180		002		\$30.51	\$30.51
TARGET COMMERCIAL INVOICE	KIDS CARE SUPPLIES	225	43560	2170				\$87.83	\$87.83
WATSON COMPANY	COFFEE SERVICE FOR RESALE	220	43800	2591		003		\$48.01	\$48.01
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$11.75	\$11.75
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$1,279.21	\$1,279.21
WATSON COMPANY	WAVE CAFE COFFEE FOR RESALE	220	43800	2590		001		\$214.30	\$256.15
		101	40800	2180				\$41.85	
Total of all invoices:									\$10,353.29

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
CINBIS, CAN	PASS REFUND	220	22040					\$251.49	\$251.49
COMCAST	CABLE FOR CC	220	43800	3190		001		\$224.39	\$224.39
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 05-03-13	101	21720					\$8,858.69	\$8,858.69
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS:05-03-13	101	20420					\$114.50	\$114.50
DELTA DENTAL	DENTAL COVERAGE:MAY 2013	101	20415					\$6,907.88	\$7,128.94
		101	20411					\$221.06	
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS:05-03-13	101	20418					\$5,490.00	\$5,490.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 05-03-13	101	20431					\$3,588.79	
		101	20432					\$113.28	\$3,702.07
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	
HUNZIKER, LIV	SOCCER LEA (AGE 4-K)	220	22040					\$52.00	\$52.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:05-03-13	101	21750					\$5,181.21	\$5,181.21
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS:05-03-13	101	20430					\$450.00	\$450.00
MENARDS CASHWAY LUMBER **FRIDL	REPAIR SUPPLIES PARKS	101	43710	2240				\$37.21	
MENARDS CASHWAY LUMBER *MAPLEW	CLEANING SUPPLIES	701	46500	2183		002		\$52.50	\$52.50
METRO ECSU ATTN HOPE BRANDT	FACILITY REFUND	220	22040					\$148.50	\$148.50
METROPOLITAN COURIER CORPORATI	ARMORED CAR SERVICES: APRIL 2013	101	40500	4890		001		\$102.86	\$411.47
		220	43800	4890		001		\$102.87	
		601	45050	4890		001		\$102.87	
		602	45550	4890		001		\$102.87	
MILLER, DEANNA K.	CROCHETING/SPRING	225	43590	3174		003		\$97.00	\$97.00
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE:05-03-13	101	20435					\$217.50	
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB:05-03-13	101	20420					\$35.00	\$35.00
MINNESOTA METRO NORTH TOURISM	MAR 2013 HOTEL/MOTEL TAX	101	22079					\$15,313.10	\$14,547.44
		101	38420					-\$765.66	
NCPERS MINNESOTA	PERA LIFE INSURANCE: MAY 2013	101	20413					\$240.00	\$240.00
ORKIN EXTERMINATING CO INC.	EXTERMINATING SERVICE	220	43800	3190		004		\$162.15	\$162.15
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS:05-03-13	101	21740					\$28,143.18	\$28,143.18
ROSEVILLE, CITY OF	TAX AND LICENSE FOR NEW 106	701	46500	5400				\$1,252.41	\$1,252.41
TOWLE, JOHN	PASS REFUND	220	22040					\$292.72	\$292.72
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX:05-03-13	101	21710					\$21,069.74	\$54,132.56
		101	21730					\$26,795.96	
		101	21735					\$6,266.86	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS:05-03-13	101	20420					\$121.00	
XCEL ENERGY	LIFT STATIONS-ELECTRIC	602	45550	3610				\$733.12	\$733.12
XCEL ENERGY	PARKS-ELECTRIC/GAS	101	43710	3610				\$971.31	\$1,789.41
		101	43710	2140				\$818.10	
YALE MECHANICAL INC	PIPE CLEAN UP AND REPAIR	220	43800	3810		003		\$185.42	

Total of all invoices: \$134,071.87

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
SUBURBAN RATE AUTHORITY	FIRST HALF 2013 MEMBERSHIP DUES	101	40100	4330		006	-\$1,200.00	-\$1,200.00
A-1 HYDRAULICS SALES & SERVICE	HYDRAULIC FITTINGS FOR MV-2	701	46500	2220		002	\$51.78	\$51.78
ABLE HOSE & RUBBER INC.	BANDIT BANDING	701	46500	2180		001	\$106.69	\$106.69
ABLE HOSE & RUBBER INC.	SHOP SUPPLIES	701	46500	2180		001	\$102.09	\$102.09
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$41.38	\$165.58
		601	45050	3970			\$41.38	
		602	45550	3970			\$41.38	
		603	45850	3970			\$20.72	
		701	46500	3970			\$20.72	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$44.23	\$177.15
		601	45050	3970			\$44.23	
		602	45550	3970			\$44.23	
		603	45850	3970			\$22.23	
		701	46500	3970			\$22.23	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$40.91	\$163.63
		601	45050	3970			\$40.91	
		602	45550	3970			\$40.91	
		603	45850	3970			\$20.45	
		701	46500	3970			\$20.45	
AMERICAN LOCKER SECURITY SYSTE	REPAIR SUPPLIES CC LOCKERS	220	43800	2240		001	\$1,393.32	\$1,393.32
AMERICAN RED CROSS-HEALTH & SA	RED CROSS LG BOOKS 10 MANUALS	225	43520	2170		003	\$327.61	
ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES MAINTENANCE CENTER	701	46500	2183		003	\$211.29	
AUTO PLUS	PROPANE	701	46500	2180		001	\$60.89	\$60.89
BARSNESS, KIRSTIN	ED CONSULTING - MARCH/APRIL 2013	240	44400	3190			\$918.75	\$2,406.25
		101	22020				\$1,312.50	
		306	44100	4890			\$175.00	
BEISSWENGERS HARDWARE	LEAF BAGS FOR RICE CREEK FIELDS CLEAN UP	101	43710	2110			\$14.96	\$14.96
BEISSWENGERS HARDWARE	PAINT ROLLER COVERS	101	43710	2240			\$7.48	\$7.48
BEISSWENGERS HARDWARE	REPAIR SUPPLIES PARKS	101	43710	2240			\$9.77	\$9.77
BEISSWENGERS HARDWARE	REPAIR SUPPLIES PARKS	101	43710	2240			\$4.69	\$4.69
BLACKBURN MANUFACTURING COMPAN	LOCATING PAINT	601	45050	2280		002	\$181.84	\$454.60
		602	45550	2280		001	\$181.84	
		604	42600	2180			\$90.92	
BOYER TRUCK PARTS INC.	PARTS FOR UNIT 203	701	46500	2220		001	\$186.88	\$186.88
BOYER TRUCK PARTS INC.	PARTS FOR UNIT 210	701	46500	2220		001	\$8.68	\$8.68
BOYER TRUCK PARTS INC.	MUFFLER FOR UNIT 203	701	46500	2220		001	\$830.32	\$830.32
BOYER TRUCK PARTS INC.	PARTS FOR UNIT 208	701	46500	2220		001	\$259.90	
C & E HARDWARE	SUPPLIES	101	42200	2180		001	\$1.55	\$1.55
C & E HARDWARE	SMALL TOOLS	701	46500	2400		001	\$10.91	\$10.91
C & E HARDWARE	SMALL TOOLS	101	42200	2400		001	\$9.63	\$9.63
C & E HARDWARE	SHOP SUPPLIES	701	46500	2180		001	\$5.67	\$5.67
C & E HARDWARE	PARTS FOR PATCH TRAILER	701	46500	2220		002	\$5.12	\$5.12
C & E HARDWARE	PARTS FOR FIELD LINER	701	46500	2220		002	\$4.19	\$4.19
C & E HARDWARE	PARTS FOR PATCH TRAILER	701	46500	2220		002	\$6.41	\$6.41
CAMPBELL, EMIL II	SUMMER CONCERT 07/31/13- R FACTOR	225	43590	3173		002	\$1,500.00	\$1,500.00
CARROLL, KEVIN	SUMMER CONCERT 7/10/13- FORTY SHADES OF	225	43590	3173		002	\$400.00	
CBIZ FINANCIAL SOLUTIONS, INC	REBA SERVICES 3/31/13	101	40210	3190		013	\$77.70	\$77.70
CONTINENTAL RESEARCH CORPORATI	LIGHT AND QUIK FOAM	602	45550	2400		001	\$110.00	\$314.01
		602	45550	2282		001	\$204.01	
DAKOTA SUPPLY GROUP	2" COMPOUND METER STOCK	601	45050	2510		002	\$2,024.70	\$2,024.70
DLT SOLUTIONS INC	AUTOCAD INFRASTRUCTURE MAP SUBSCRIPTION	101	40550	3860		002	\$840.78	\$840.78

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
DUSTY'S DRAIN CLEANING	649 EVANS CT WATER BLOCKAGE FROM HYDRANT	601	45050	3190		004		\$225.00	\$225.00
DUSTY'S DRAIN CLEANING	VIDEO OF 3530 HARRIET	602	45550	3190		002		\$200.00	\$200.00
ESS BROTHERS & SONS INC.	AQUA SEAL	602	45550	2280		003		\$1,417.16	\$1,417.16
FACTORY MOTOR PARTS COMPANY	PARTS FOR UNIT 403	701	46500	2220		001		\$127.35	\$127.35
FERGUSON WATERWORKS #2516	WATER MAIN PARTS	601	45050	2280		002		\$621.74	
FERGUSON WATERWORKS #2516	GASKET FOR HYDRANTS	601	45050	2280		003		\$32.81	\$32.81
FERGUSON WATERWORKS #2516	REPAIR CLAMP	601	45050	2280		002		\$160.98	\$160.98
FINANCE & COMMERCE, INC.	AD FOR BID CO RD D/COTTAGE PROJ 13-01A&B	573	47000	5950				\$124.28	\$248.55
		574	47000	5950				\$124.27	
FINANCE & COMMERCE, INC.	AD FOR BID RED FOX RD PROJ 12-04	572	47000	5950				\$213.61	
FIRST LAB, INC.	PRE EMPLOYMENT TESTING	101	40210	3190		001		\$45.95	\$45.95
FLEET FARM/GE CAPITAL RETAIL B	HYDRAULIC SUPPLIES	701	46500	2180		001		\$81.99	\$81.99
FLEET FARM/GE CAPITAL RETAIL B	BLACK ROPE FOR BROOMBALL NET REPAIRS	101	43710	2240				\$12.83	\$12.83
FLEETPRIDE INC	PARTS FOR MV-2	701	46500	2220		002		\$13.23	\$13.23
FLEETPRIDE INC	PARTS FOR UNIT 210	701	46500	2220		001		\$109.60	\$109.60
FLEETPRIDE INC	PARTS FOR UNIT 302	701	46500	2220		001		\$31.38	\$31.38
FLEETPRIDE INC	PARTS FOR PATCH TRAILER	701	46500	2220		002		\$66.48	\$66.48
FRONTIER PRECISION, INC	TRIMBLE SOFTWARE MAINTENANCE	101	40550	3860		016		\$283.22	\$283.22
GILL ASSOCIATES LLC	REPAIR CARD ID PRINTER	101	40550	3860		004		\$250.75	\$250.75
H & L MESABI, INC.	CARBIDE PLOW BLADES	701	46500	2180		001		\$1,176.95	\$1,176.95
HAWKINS, INC.	POOL CHEMICALS	220	43800	2160		001		\$252.09	
HAWKINS, INC.	FLUORIDE AND CHLORINE PARTS	601	45050	2280		005		\$792.78	\$3,563.72
		601	45050	2160		001		\$2,770.94	
HILLYARD, INC - MINNEAPOLIS	NEW CONTROL PANEL FOR FLOOR SCRUBBER	701	46500	3190		002		\$650.63	\$650.63
HUGO EQUIPMENT COMPANY	RED MAX BACKPACK BLOWER	101	43710	2400				\$641.24	\$641.24
INSIDE STRAIGHT	SUMMER CONCERT 6/19/2013-INSIDE STRAIGHT	225	43590	3173		002		\$700.00	\$700.00
INSTRUMENTAL RESEARCH INC	SAMPLE TESTING	601	45050	3190		003		\$232.50	\$232.50
JEDDELOH, JOE	SUMMER CONCERT 08/07/13- JIM TONES	225	43590	3173		002		\$300.00	\$300.00
JEFF ELLIS & ASSOCIATES, INC	NEW LIFEGUARD LICENSES	220	43800	3190		007		\$1,047.00	\$1,047.00
KUBIATOWICZ, ROSE	SUMMER CONCERT 6/12/13- DAN PERRY	225	43590	3173		002		\$700.00	\$700.00
L T G POWER EQUIPMENT	PARTS FOR WEED WHIPS	701	46500	2220		002		\$13.02	\$13.02
LA NEE WILLEY-DIRTY SHORTS BAN	SUMMER CONCERTS 8/14/13-DIRTY SHORTS BND	225	43590	3173		002		\$350.00	\$350.00
LAKE JOHANNA FIRE DEPT	REIMBURSEMENT OF COMPUTER REPLACEMENT	405	41200	3190				\$2,093.00	\$2,093.00
LEAGUE OF MINNESOTA CITIES	LMC ANNUAL CONFERENCE - JOHNSON	101	40100	4500		002		\$99.00	
LITTLE FALLS MACHINE INC.	MAIN PLOW CROSS TUBE FOR UNIT 209	701	46500	2220		001		\$660.08	\$660.08
MAC QUEEN EQUIPMENT INC.	PARTS FOR S-2 SWEEPER	701	46500	2220		002		\$129.83	\$129.83
MENARDS CASHWAY LUMBER **FRIDL	MAIL BOX SUPPLIES	101	42200	2181		003		\$87.55	\$87.55
MENARDS CASHWAY LUMBER **FRIDL	HEDGE SHEARS AND GRASS SHEARS	101	43710	2400				\$34.16	\$34.16
MENARDS CASHWAY LUMBER **FRIDL	PAINT SUPPLIES TO PAINT PARK BLDG WALLS	101	43710	2240				\$62.77	\$62.77
MENARDS CASHWAY LUMBER **FRIDL	MAIL BOX REPAIR SUPPLIES	101	42200	2181		003		\$18.75	\$18.75
MENARDS CASHWAY LUMBER *MAPLEW	MAIL BOX REPAIR SUPPLIES	101	42200	2181		003		\$165.80	\$165.80
MINNESOTA DEPARTMENT OF HEALTH	CLASS D WATER RECERTIFICATION (MARTINEZ)	601	45050	4500		003		\$23.00	\$23.00
MINNESOTA RECREATION & PARK AS	COM CTR COORD - FT	101	40210	3360		001		\$100.00	\$100.00
MOTION PICTURE LICENSING CORP	BLANKET MOVIE LICENSE	225	43590	3173		004		\$553.36	\$553.36
MOUNDS VIEW PUBLIC SCHOOLS	INSERVICE AND RED CROSS LG COURSE	225	43520	3190		003		\$66.00	\$99.00
		225	43520	3190		002		\$16.50	
		220	43800	2200		002		\$16.50	
MTI DISTRIBUTING, INC	MOWER DECK PARTS	701	46500	2220		002		\$131.18	
MTI DISTRIBUTING, INC	SWITCH FOR TORO #2	701	46500	2220		002		\$103.37	\$103.37
NAPA AUTO PARTS	OIL	701	46500	2130		001		\$51.17	\$51.17
NAPA AUTO PARTS	PARTS FOR UNIT 611	701	46500	2220		001		\$12.94	\$12.94

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
NAPA AUTO PARTS	TRANS. ADDITIVE FOR UNIT 106	701	46500	2220		001		\$12.84	\$12.84
NAPA AUTO PARTS	PARTS FOR PATCH TRAILER	701	46500	2220		002		\$107.11	\$107.11
NAPA AUTO PARTS	SHOP SUPPLIES	701	46500	2180		001		\$6.94	\$6.94
NAPA AUTO PARTS	PARTS FOR UNIT 612	701	46500	2220		001		\$28.85	\$28.85
NAPA AUTO PARTS	SPOT MIRRORS	701	46500	2180		001		\$6.80	\$6.80
NAPA AUTO PARTS	PARTS FOR CUSHMAN BALL CART	701	46500	2220		002		\$10.58	\$10.58
NAPA AUTO PARTS	HEADLIGHT BULBS	701	46500	2180		001		\$46.98	\$46.98
NORTH SUBURBAN ACCESS CORPORAT	WEBSTREAMING FOR 2013 FIRST QUARTER	230	40900	3190		004		\$918.00	\$918.00
OFFICE DEPOT	AQUATIC PROGRAM SUPPLIES	225	43520	2170		002		\$29.31	
OFFICE DEPOT	YOUTH/TEEN PROGRAM SUPPLIES	225	43580	2170		001		\$22.14	\$22.14
OFFICE DEPOT	OFFICE & LUNCHROOM SUPPLIES	101	40500	2010		008		\$16.02	\$132.79
		101	40800	2180				\$116.77	
OXYGEN SERVICE COMPANY	TORCH REPAIR	701	46500	2220		002		\$49.22	\$49.22
OXYGEN SERVICE COMPANY	TORCH GAUGE REPAIR	701	46500	2220		002		\$84.53	\$84.53
OXYGEN SERVICE COMPANY	PROPANE	701	46500	2180		001		\$40.29	\$40.29
OXYGEN SERVICE COMPANY	SWITCH FOR SAW	701	46500	2180		001		\$53.96	\$53.96
OXYGEN SERVICE COMPANY	WELDING SUPPLIES	701	46500	2180		001		\$137.79	\$137.79
PEERLESS WIPING CLOTH COMPANY	RAGS	701	46500	2180		001		\$148.75	\$148.75
PIONEER MANUFACTURING CO	BRITE STRIPE WHITE FIELD MARKING PAINT	101	43710	2260				\$1,743.75	\$1,743.75
PRIOR AVENUE	SUMMER CONCERTS 8/21/13-PRIOR AVENUE	225	43590	3173		002		\$700.00	\$700.00
PROCESS MEASUREMENT COMPANY	HOOR METERS FOR LIFT STATIONS	602	45550	2282		001		\$360.37	\$360.37
PROGRESSIVE CONSULTING ENGINEE	DESIGN FEE - 2012 WATER SYSTEM IMP	443	47000	5910				\$1,200.00	
QUEST SOFTWARE INC	BACKUP SOFTWARE MAINTENANCE	101	40550	3860		011		\$2,566.56	\$2,566.56
RAMSEY COUNTY PROPERTY RECORDS	EMERGENCY COMMUNICATION RADIO USER FEE	701	46500	4330				\$134.16	\$134.16
ROBERT MEANY-TERRAMARA BAND	SUMMER CONCERT 7/17/13- TERRAMARA	225	43590	3173		002		\$600.00	\$600.00
RYAN MYROLD PRODUCTION INC	SUMMER CONCERT 6/26/13- BRAT PACK RADIO	225	43590	3173		002		\$1,300.00	\$1,300.00
SCHELEN-GRAY AUTO ELECTRIC	MOTOR FOR FIRE FOX ON TANKER	701	46500	2220		002		\$174.20	\$174.20
SCHINDLER ELEVATOR CORPORATION	QUARTERLY MAINTENANCE FEE FOR ELEVATOR	701	46500	3196		002		\$400.83	\$400.83
SCHREIBER MULLANEY CONSTRCT CO	NEW TRASH RECEPTACLES CC	220	43800	2240		001		\$2,485.00	\$2,485.00
SHOREVIEW NORTHERN LIGHTS BAND	2013 CITY CONTRIBUTION	101	40100	3200		002		\$1,000.00	\$1,000.00
SIMPLEXGRINNELL LP	FIRE SERVICE INSPECTION AND MONITORING	701	46500	3196		002		\$1,393.38	\$1,393.38
SIMPLEXGRINNELL LP	PARTIAL PAYMENT FIRE PANEL PROJECT	405	43800	3810				\$21,737.61	\$21,737.61
SPANGLER, KATHRYN ANN	SUMMER CONCERT 7/10/13- RINCE NA CHROI	225	43590	3173		002		\$125.00	\$125.00
ST. PAUL, CITY OF	ASPHALT FOR POT HOLES	101	42200	2180		002		\$82.76	\$82.76
ST. PAUL, CITY OF	ASPHALT FOR POTHoles	101	42200	2180		002		\$82.76	\$82.76
ST. PAUL, CITY OF	ASPHALT	101	42200	2180		002		\$82.76	\$82.76
ST. PAUL, CITY OF	ASPHALT	101	42200	2180		002		\$82.76	\$82.76
ST. PAUL, CITY OF	ASPHALT	101	42200	2180		002		\$82.76	\$82.76
ST. PAUL, CITY OF	ASPHALT	101	42200	2180		002		\$82.76	\$82.76
ST. PAUL, CITY OF	ASPHALT	101	42200	2180		002		\$82.76	\$82.76
ST. PAUL, CITY OF	ASPHALT	101	42200	2180		002		\$82.76	\$82.76
ST. PAUL, CITY OF	ASPHALT	101	42200	2180		002		\$82.76	\$82.76
ST. PAUL, CITY OF	ASPHALT	101	42200	2180		002		\$82.76	\$82.76
ST. PAUL, CITY OF	ASPHALT	101	42200	2180		002		\$82.76	\$82.76
ST. PAUL, CITY OF	RADIO REPAIRS	701	46500	3190		002		\$48.75	\$48.75
TERMINAL SUPPLY CO	PARTS FOR PATCH TRAILER	701	46500	2220		002		\$36.50	\$36.50
TERMINAL SUPPLY CO	LIGHTS FOR UNIT 610	701	46500	2220		001		\$17.46	\$17.46
TRANSPORTATION SUPPLIES INC	SMALL TOOLS	701	46500	2400		001		\$105.28	\$105.28
TRANSPORTATION SUPPLIES INC	SMALL TOOLS	701	46500	2400		001		\$38.93	\$38.93
TRI STATE BOBCAT, INC.	PARTS FOR BOBCAT BROOM	701	46500	2220		002		\$160.31	\$160.31

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180		001	\$78.55	\$78.55
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180		001	\$37.83	\$37.83
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180		001	\$59.76	\$59.76
WATER CONSERVATION SERVICE, IN	LOCATE 1057 TILLER AND 3700 MILTON	601	45050	3190		004	\$522.40	\$522.40
WATSON COMPANY	MEETING SUPPLIES	220	43800	2200		002	\$48.00	\$48.00
WSB & ASSOCIATES, INC.	DESIGN FEE RED FOX ROAD CP 12-04	572	47000	5910			\$2,828.50	\$2,828.50
WSB & ASSOCIATES, INC.	BUCHER PARK SERVICES - MARCH 2013	459	43710	5300			\$3,284.14	\$3,284.14
ZARNOTH BRUSH WORKS, INC.	SWEEPER BROOMS & SUPPLIES	603	45850	2180		001	\$3,812.77	\$3,812.77
ZISKOVSKY, BETTY	PAYMENT FOR LAND SURVEY	101	44100	4890			\$850.00	\$850.00
Total of all invoices:							\$79,818.96	

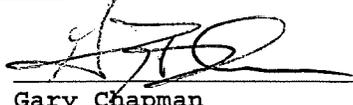
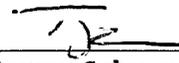
# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	34,270
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
04-17-13	PARTIAL PAYMENT FIRE PANEL PROJECT	40554176	\$21,737.61

Account Coding	Amount
405 43800 3810	\$21,737.61

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	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Vendor number	10206 1
Vendor name	XCEL ENERGY
Address	PO BOX 9477 MINNEAPOLIS MN 55484-9477

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

Return to:

Voucher	Date	Comment line on check	Invoice number	Account coding	Amount
34,128	04-11-13	COMMUNITY CENTER-ELECTRIC/GAS	5148429483	220 43800 2140 220 43800 3610	9,622.17 12,957.45
				VOUCHER TOTAL:	\$22,579.62 ✓
34,123	04-08-13	STREET LIGHTS-ELECTRIC	5164964189	604 42600 3610	\$15,036.68 ✓
34,118	04-08-13	MT CENTER-ELECTRIC/GAS	5143177739	701 46500 3610 701 46500 2140	2,267.15 1,824.57
				VOUCHER TOTAL:	\$4,091.72 ✓
34,116	04-08-13	STORM SEWER LIFT STATION-ELECTRIC	5172997607	603 45850 4890 003	\$69.34 ✓
34,119	04-08-13	SIRENS-ELECTRIC	5155157183	101 41500 3610	\$66.48 ✓
34,125	04-08-13	SURFACE WATER: ELECTRIC	5194231539	603 45900 3610	\$52.58 ✓
34,127	04-12-13	TRAFFIC SIGNAL SHARED W/ARDEN HILLS-ELEC	5155611264	101 42200 3610	\$37.28 ✓
34,121	04-12-13	SLICE OF SHOREVIEW-ELECTRIC	5168772674	270 40250 3610	\$11.62 ✓
Total:					\$41,945.32

687582

Is sales tax included on invoice?	Included
If no, amount subject to sales use tax	\$ 0.00
Reviewed by:	<u>Debbie Engblom</u> 4/17/13
(signature required)	Debbie Engblom
Approved by:	<u>Terry Schwerm</u>
(signature required)	Terry Schwerm



TO: MAYOR, CITY COUNCIL, AND CITY MANAGER  
FROM: TOM WESOLOWSKI – CITY ENGINEER  
DATE: APRIL 29, 2013  
SUBJ: ACCEPTING THE QUOTE FOR SOD REPLACEMENT  
HAWES, DEMAR, RUSTIC NEIGHBORHOOD

INTRODUCTION

The City recently received quotes for sod replacement in the Hawes, Demar, Rustic Neighborhood. After reviewing the quotes, staff is recommending the City Council accept the quote from Lino Lakes Landscaping, Inc. to perform this work

BACKGROUND

In September/October 2010 sod was installed in the Hawes, Demar, Rustic Neighborhood as part of the restoration associated with the street reconstruction project, City Project 10-01. In the summer of 2012 a number of properties in the project area expressed to City staff that they were having difficulty establishing the sod and they had bare patches. At that time it was determined the sod that was installed as part of the 2010 project would be replaced on the properties that were having issues. Unfortunately, the sod could not be replaced under the warranty for the project, because the 1-year warranty period had expired.

DISCUSSION

The following quotes, copies attached, were received and reviewed by City Staff:

<u>Company</u>	<u>Total</u>
Lino Lakes Landscaping, Inc.	\$ 27,840
Ray Jordan & Sons, Inc.	\$ 27,996

Lino Lakes Landscaping is the subcontractor for the restoration on the Floral Drive, County Road F, Demar Avenue Reconstruction, City Project 12-01. They were not able to complete the restoration work on Floral Drive in 2012 and will be in the area completing the restoration in 2013. They have done excellent work on the areas that were restored in 2012. The cost for the sod replacement will be paid for as part of the 12-01 project.

RECOMMENDATION

It is recommended that the City accept the quote from Lino Lakes Landscaping.

**Lino Lakes Landscaping, INC**  
 18400 Lexington Ave  
 Wyoming, MN 55092

# QUOTATION

Quote Number: 1940  
 Quote Date: Apr 23, 2013  
 Page: 1

Voice: 651-464-6026  
 Fax: 651-464-6052

**Quoted To:**  
 City of Shoreview  
 4600 Victoria Street North  
 Shoreview, MN 55126

Hawes/Demar/Rustic

Customer ID	Good Thru	Payment Terms	Sales Rep

Quantity	Description	Unit Price	Amount
<del>2,610.00</del>	<del>Hydroseeding (SY) Turf Mix</del>	<del>2.50</del>	<del>6,525.00</del>
435.00	Removals (CY)	17.00	7,395.00
435.00	Topsoil (CY)	26.00	11,310.00
2,610.00	SY Sodding Type Lawn	3.50	9,135.00
	Price includes 30 days Maintenance, Street Sweeping, and Traffic Control		
	Hydroseed - 25401		
	Sod - 27840		
			27,840

Subtotal	<del>34,365.00</del>
Sales Tax	
<b>TOTAL</b>	<b>34,365.00</b>

27,840

# Ray Jordan & Sons, Inc.

1901 Klondike Drive NE  
East Bethel, MN 55011  
(763) 434-1644 Fax:(763) 434-1637

Project Name	Shoreview Street Recon	Estimator	Ray Jordan
Location	Shoreview	Engineer	Shoreview
Letting Date	NA		

Line Item	Description	Quantity	Units	Price/Unit	Amount
<b><u>Sodding</u></b>					
1	Removal Of Existing Lawn w/ Sod Cutters	1	LS	\$1,200.00	\$1200.00
2	Front End Loader Work	40	HR	\$90.00	\$3600.00
3	Bobcat Work	60	HR	\$85.00	\$5100.00
4	Placement of New Topsoil	435	CY	\$22.00	\$9570.00
5	Sodding with 30 Days Maintenance	3480	SY	\$2.45	\$8526.00

Bid Items are Approximations

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**Total**    \$27,996.00

Remarks

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PROPOSED MOTION

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

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

to approve an amendment in the amount of \$115,000 to the professional services agreement with SEH, Inc. for activities relating to the public improvements for Owasso Street Realignment, City Project 09-12.

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

REGULAR COUNCIL MEETING  
MAY 6, 2013  
MJM/

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER

FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR

DATE: APRIL 26, 2013

SUBJ: AMENDMENT FOR PROFESSIONAL SERVICES AGREEMENT  
OWASSO STREET REALIGNMENT, C.P. 09-12

### INTRODUCTION

A consultant hired by the City has been working on reports, plans and specifications for the public infrastructure improvements associated with the Owasso Street Realignment, C.P. 09-02 since 2010. Various aspects of the Lakeview Terrace redevelopment project have caused additional work to be performed and an amendment to the original professional services agreement has been prepared. City Council approval of the amendment is recommended at this time.

### DISCUSSION

The City hired the consulting engineering firm SEH, Inc. in 2010 to assist in the development of a feasibility report for the potential realignment of Owasso Street at its intersection with Victoria Street. That report was instrumental in determining the scope of a potential public improvement that would occur with redevelopment activities on the Midland Terrace apartment site. As that redevelopment moved forward in 2011 as the Lakeview Terrace/City of Shoreview partnership, the City negotiated a professional services agreement with SEH, Inc. for final design, right of way acquisition and construction related services for the public infrastructure improvements for the realignment of Owasso Street. That agreement was authorized for a total of \$312,500.

Since the time of that 2011 agreement, a number of additional services have been performed by SEH. The public infrastructure part of this project, including the realignment of Owasso Street, improvements to Victoria Street and Co. Rd. E as well as the reconstruction of a railroad crossing, was originally designed to occur the year before the private site redevelopment work. As the schedule for that redevelopment work slid from 2011 to 2012, and now into 2013, a significant amount of effort has been expended in an attempt to coordinate these activities into a single construction season. Absent an executed development agreement, some potential efficiency between the public and private infrastructure efforts has been lost as a result of not having a definite schedule for the private site redevelopment. Also, some schedule dependant aspects of construction and

right of way agreements have needed to be renegotiated in addition to the construction plan changes that were made to facilitate the private site redevelopment. At this time it is proposed to amend the professional services agreement with SEH, Inc. a total of \$115,000 to account for the changes in project scope that have occurred since 2011. Please refer to the attached letter from Susan Mason from SEH, Inc. detailing the need for the contract amendment.

Following is the current estimated schedule for the public infrastructure improvements associated with the Lakeview Terrace project.

This schedule includes:

Council Award of Road Construction Contract	May 6, 2013
Major Road Construction Elements Complete	November, 2013
Final Completion, Restoration	June, 2014
Assessment Hearing	September, 2014

#### RECOMMENDATION

It is recommended that the City Council approve the attached motion approving the amendment to the professional services agreement with SEH, Inc. for activities relating to Owasso Street Realignment, C.P. 09-12.



April 23, 2013

RE: City of Shoreview  
Owasso Street Final Design, Bidding  
and Construction Services  
City Project 09-12  
SEH No. 118739

Mark Maloney  
Director of Public Works  
City of Shoreview  
4600 Victoria St. N.  
Shoreview, MN 55126-5817

Dear Mark:

Thank you for the opportunity to continue to provide professional services to the City of Shoreview for City Project Number 09-12 at the intersection at Owasso Street, County Road E and Victoria. This project will provide improvements to the intersection that will allow adjacent property to undergo renewal and at the same time maintain safe operation of the intersection. The project has undergone a number of schedule and content changes since 2011 as a result of development driven schedule and financing issues. This letter serves as a Contract Amendment request to the Supplemental Letter Agreement originally executed in November of 2011.

### Background

In 2010, SEH prepared a feasibility report that reviewed the feasibility of realigning Owasso Street at the intersection of County Road E (east and west legs) at Victoria. At that time a developer desired to redevelop the property on the northeast corner of Owasso and Victoria. Because of the economy and other factors, the project did not move forward at the time. SEH developed a final plan that was 95% complete, but was once again put on hold pending developer agreements and scheduling with the City. In January of 2013, SEH was contacted and asked to proceed with completing the plans and preparing bidding documents for a letting in April 2013. Because of delays and additional work, we need to amend the design budget and revise the construction services estimate.

This amendment describes the original budgets, generally describes the additional work and associated costs and establishes a revised construction services estimate, given the our understanding of the changes to the project and schedule to date.

### Design and Construction Changes

The original budget in the November 2011 Letter Agreement was as follows:

Design and Bidding	\$177,000
Construction Services	\$135,500
<b>Total</b>	<b>\$312,500</b>

Mark Maloney  
April 23, 2013  
Page 2

Currently we have spent: \$235,800  
The balance is: \$ 76,700

#### Design Changes

SEH performed the following extra design work totaling \$58,800. The extra work can be generally described in these tasks:

- Temporary Signal Design
- Additional Private Utility Coordination Work including field location
- Additional/Revised Easements
- Preparation and bidding of alternate bid package
- Coordination with Developer and work "by others"
- Additional Coordination and follow up with CP Rail
- Additional Meetings with Developers and City Staff
- Coordination and preparation of Change Order with public contractor
- Additional Water Main Design
- Entrance Sign Revisions

#### Construction Services Changes

SEH's approach to construction services – administration, field representation, staking and record plan preparation will not change from originally proposed in the November 2011 Letter Agreement, except for the anticipated changes in schedule and time. We had originally calculated the budget based on construction taking 3 months full time and 1 month part time to wrap up the project. In addition, we assumed that CP Rail would be performing the work during the time of the other work, and the developer/builder's project would start the following year. Our new estimate assumes that the work will start in May – part time and could continue through October full time, with some clean up and coordination in the spring of 2014. Upon reviewing the final plans, the work and the schedule, our new estimate for construction services is \$192,000.

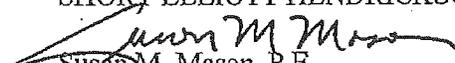
#### **Amendment Request**

SEH respectfully requests that our original agreement total compensation be amended to reflect the above changes in scope and extra work. The total amount requested includes the additional \$58,000 for design and additional construction services of \$57,000 for a total fee amendment of \$115,000.

This agreement is an understanding of the project to date. If this document satisfactorily sets forth your understanding of our agreement, please sign in the space below and return one copy to our office. We look forward to working with you, your staff and the community on this project. Thanks for the opportunity to continue to work with the City of Shoreview.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

  
Susan M. Mason, P.E.  
Principal

Mark Maloney  
April 23, 2013  
Page 3

City of Shoreview, Minnesota

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013

By \_\_\_\_\_

c: Mark Lobermeier

s:\p\l\share\common\proposals\owasso phase 2\sch letterproposal nov 2 2011.docx

PROPOSED MOTION

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

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

to authorize agreements with Xcel Energy for electric and gas relocations associated with the Owasso Street, County Road E, Victoria Street Reconstruction, City Project 09-12.

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

REGULAR COUNCIL MEETING  
MAY 6, 2013  
#09-12

TO: MAYOR, CITY COUNCIL and CITY MANAGER  
FROM: TOM WESOLOWSKI, CITY ENGINEER  
DATE: MAY 1, 2013  
SUBJECT: AUTHORIZE AGREEMENTS WITH XCEL ENERGY FOR ELECTRIC AND GAS RELOCATION ASSOCIATED WITH THE OWASSO STREET, COUNTY ROAD E, VICTORIA STREET RECONSTRUCTION, CITY PROJECT 09-12

DISCUSSION

As part of the Owasso Street Reconstruction Project the existing Owasso Street will be removed and a new Owasso Street will be constructed along a different alignment. As part of the removal of Owasso Street the existing right-of-way will be vacated. Currently electric and gas utilities are located within the Owasso Street right-of-way and the utilities will need to be relocated within the new Owasso Street right-of-way. As per the City's franchise agreements with Xcel for electrical and gas utilities the City is responsible for the costs associated with relocation of the utilities, if the utilities are located within a right-of-way that is vacated by the City.

The estimated total cost to relocate the utilities is \$28,405.70 with a cost of \$20,400 for the electrical and \$8,005.70 for the gas, as shown on the attached agreements.

RECOMMENDATION

It is recommended that the City Council authorize the agreements with Xcel Energy for electric and gas relocations for the Owasso Street, County Road I, Victoria Street Reconstruction, City Project 09-12.

TEW  
#09-12



**UNDERGROUND SERVICE FORM**

In consideration of Northern States Power Company, a Minnesota corporation ("Xcel Energy") hereinafter called "Xcel Energy", extending its facilities to make 120/240 volt, SINGLE phase, TWO wire underground service available to (Customer) CITY OF SHOREVIEW  
at (Service Address) 3588 OWASSO STREET (City) SHOREVIEW, MN 55126  
the sum of TWENTY THOUSAND, FOUR HUNDRED DOLLARS & ZERO CENTS Dollars (\$ 20,400.00 )  
will be paid to Xcel Energy by (if other than above) CITY OF SHOREVIEW  
Address (if other than above) 4600 VICTORIA STREET NORTH City/State/Zip SHOREVIEW, MN 55126

In accordance with the following terms: NO RESTORATION OF ANY KIND INCLUDED. ALL WORK FIGURED DURING NORMAL XCEL ENERGY BUSINESS HOURS. EXCLUDES ALL AFTER HOUR, WEEKEND, AND/OR HOLIDAY WORK. THE TWO RUNS OF 6" CONDUIT THAT WILL BE SUPPLIED BY THE CITY OF SHOREVIEW'S CONTRACTOR MUST BE RAN TO THE LOCATIONS XCEL ENERGY HAS APPROVED AND MUST BE IN THE RIGHT OF WAY. PRIOR TO OUR ARRIVAL THE ELECTRIC CABLE ROUTE HAS TO BE AT FINAL GRADE. COSTS MAY CHANGE AFTER FINAL FOOTAGES HAVE BEEN DETERMINED. ONCE THE ROUTE, RIGHT OF WAY, SIDEWALK, AND STREET CURBING HAVE BEEN STAKED, XCEL WILL DETERMINE FINAL COSTS.

Receipt of the above amount hereby acknowledged on behalf of Xcel Energy by DAN ODEGARD

1. The Customer hereby grants Xcel Energy the right, privilege and easement to install, operate and maintain its underground facilities on the property as described above and/or the approximate location as shown on the attached "Exhibit A".
2. The Customer also agrees that, prior to Xcel Energy starting work, Customer shall ensure that (a) the route of Xcel Energy's underground installation shall be accessible to Xcel Energy's equipment; (b) all obstructions shall be removed from such route at no cost or expense to Xcel Energy; (c) all privately-owned underground facilities such as sewer, water, sprinkler systems, invisible fences, or gas, electric or communication lines are marked or exposed; (d) ground elevation along the route shall not be above or more than four (4) inches below the finished grade; and (e) the area under the transformer pad shall be compacted to at least 2000 lbs./sq. ft.
3. CITY OF SHOREVIEW agrees to pay all additional costs incurred by Xcel Energy because of (a) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc., and (b) sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route. Xcel Energy will backfill trench with existing soil. Restoration of construction area on Customer property is the responsibility of the Customer.
4. Xcel Energy is not responsible for any Customer-owned underground facilities not marked or exposed at the time service is installed.
5. The underground installation may be subject to a winter construction charge if construction occurs between October 1 and April 15. CITY OF SHOREVIEW agrees to pay this charge if Xcel Energy determines winter conditions, as defined in the General Rules and Regulations of Xcel Energy's Electric Rate Book as they exist at the time the underground facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the Customer is ready to accept electrical service, has executed this form and has notified Xcel Energy in writing that the requirements of Paragraph 2 hereof have been fulfilled.
6. The underground facilities installed by Xcel Energy, shall be the property of Xcel Energy and any payments made by the Customer, or their Customer's contractor, shall not entitle the Customer to any ownership interest or rights therein.
7. The Customer agrees to pay the cost of installing or relocating any portion of said underground facilities from the Company's designated location, if relocation is made to accommodate the customer's needs, or necessary because of Customer alterations to the grade, additions to structures, installation of patios, decks or gardens or any other surface or subsurface condition that makes maintenance of Xcel Energy's facilities impractical.
8. Customer must provide, at minimum, the following clearance around the transformer: front, 10 feet; sides and back, 2 feet. EXCEPTION: side facing building must have 30" clearance. These clearances must be at the same grade as the transformers. If screening is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. The area must be accessible 24 hours a day.



## RELOCATION AGREEMENT

THIS AGREEMENT, made this 15<sup>th</sup> day of May 2013, between NORTHERN STATES POWER COMPANY, a Minnesota corporation, dba, XCEL ENERGY (hereinafter referred to as XCEL ENERGY) and THE CITY OF SHOREVIEW (hereinafter referred to as THE CITY).

WHEREAS, THE CITY has requested that XCEL ENERGY relocate a natural gas distribution line ("Facilities") to accommodate development of commercial property in the City of Shoreview, MN.

WHEREAS, XCEL ENERGY's existing facilities are located in right-of-way that will be vacated in favor of someone other than the local government unit, XCEL ENERGY has requested reimbursement of the actual cost it incurs in relocating said Facilities and THE CITY agrees to so reimburse XCEL ENERGY; and

WHEREAS, XCEL ENERGY has estimated the cost to relocate Facilities in a new easement provided by THE CITY to be \$ 8,005.70.

WHEREAS, THE CITY has reviewed the estimate and wishes to proceed with the line relocation.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth, it is hereby agreed as follows:

1. XCEL ENERGY will relocate said Facilities to accommodate construction. Any changes in the relocation will be coordinated with THE CITY. Prior to the relocation THE CITY will provide XCEL ENERGY with a new location for said Facilities within a recordable easement to expand the current easement to the relocation area. THE CITY will prepare the new easement based on a survey THE CITY arranged. XCEL ENERGY will review the new easement for accuracy, said cost of review will be included in the relocation construction costs.
2. THE CITY will pay the actual costs of such relocation. Such actual costs shall include the wages (including all fringe benefits) of all employees of XCEL ENERGY devoting time toward design, engineering, construction, administration, or any other activity associated with said project; costs of any necessary right of way; overhead costs associated with surveying, construction and other operations in the field (including but not limited to charges for mileage, equipment rental or cost, etc.); and material cost for all items associated with said construction. THE CITY agrees that said costs include overhead charges based on material and labor costs associated with said project. At the conclusion of this project, XCEL ENERGY will prepare an invoice for all costs using its standard accounting practices and THE CITY agrees to pay same.

3. Upon execution of the Relocation Agreement, THE CITY will pay \$ 6,404.56 to XCEL ENERGY representing 80% of the indicative estimated project cost of relocating XCEL ENERGY's Facilities; (the estimated cost is \$ 8,005.70 X 80% = \$ 6,404.56 ). This fee's purpose is to speed up the long lead-time material ordering to reduce the total project lead-time. A final cost summary will still be forthcoming and a +/- fee alteration may be necessary at that time.
4. Upon completion of the relocation project, XCEL ENERGY will furnish THE CITY two itemized statements of the actual cost of relocating said facilities. THE CITY will pay XCEL ENERGY any excess of the actual costs over the deposit received by XCEL ENERGY. Should the initial deposit exceed the cost, any overpayment will be refunded to THE CITY.
5. XCEL ENERGY will relocate its Facilities in coordination with THE CITY's construction, subject to allowances of extra time for strikes or unforeseen delays in delivery of necessary materials, or other unforeseen contingencies, or because of XCEL ENERGY's need to transport gas without interruption.
6. THE CITY will indemnify and hold XCEL ENERGY harmless from and against all claims, damages, liabilities, costs and expenses (including attorney's fees) arising in connection with the relocation project; except such claims, liabilities, costs and expenses (including attorney's fees) caused by the gross negligence of XCEL ENERGY.

Upon execution of this Relocation Agreement and the receipt of \$ 6,404.56 , XCEL ENERGY will proceed with the actual field construction as soon as possible and in a timely manner.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of this 1st day of MAY, 2013.

WITNESS:

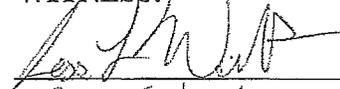
CITY OF SHOREVIEW

\_\_\_\_\_

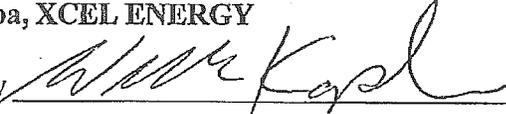
By \_\_\_\_\_

Its \_\_\_\_\_

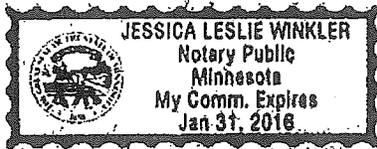
WITNESS:

  
\_\_\_\_\_  
Ransom County, MN

NORTHERN STATES POWER COMPANY,  
dba, XCEL ENERGY

By 

William Kaphing  
Senior Director, Gas Governance and Compliance  
Xcel Energy Inc.  
Authorized Agent for Northern States Power  
Company, a Minnesota corporation,  
d/b/a Xcel Energy



This instrument was drafted by: BJA  
Northern States Power Company  
414 Nicollet Mall  
Minneapolis, Minnesota 55401

**PROPOSED MOTION**

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

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

To approve the quote for the Commons Park Playground ADA improvements to Webber Recreational Design in the amount of \$22,340.08 (State Contract Pricing).

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

Regular Council Meeting  
May 6, 2013

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRY SCHWERM, CITY MANAGER**  
**GARY CHAPMAN, BUILDING AND GROUNDS SUPERINTENDENT**

**DATE: APRIL 25, 2013**

**SUBJECT: APPROVAL OF QUOTE—COMMONS PARK PLAYGROUND ADA COMPLIANCE**

### **INTRODUCTION**

The 2013 Capital Improvement Program includes an allowance to bring several playground areas into compliance with current Americans with Disabilities Act (ADA) standards. The Council is being asked to award a quote for this work at the Commons Park playground.

### **BACKGROUND**

The Americans with Disabilities Act (ADA) now requires that all playgrounds be made accessible. The City currently has four parks (Bucher, Commons, Ponds, and Wilson) that do not have accessible playgrounds since they still have pea gravel as their base. These four playground areas need to have engineered wood fiber (which is considered accessible) as the base along with heavy duty rubber mats at the bottom of slides and under each swing to meet the current accessibility requirements.

The City's Capital Improvement Program includes a \$50,000 allowance to bring several of our playgrounds into compliance with ADA requirements. In most of our playground areas, this will require the placement of the heavy duty rubber mats at the base of slides and under swings in the playground areas. However, at Commons Park, we need to remove the pea gravel base, install a concrete curb border around the playground area, and then place the rubber mats and engineered wood fiber throughout the playground area.

The City received this quote for this work from Webber Recreational Design based on a Minnesota State Contract Pricing (State Contract #P-949(5)). The quote for this work at Commons Park playground is \$22,340.08. The City has successfully worked with Webber on other park and playground projects.

The remainder of the allowance will be used to place the rubber mats at other playground areas in our parks to insure that they all meet ADA requirements. Bucher Park playground is being done as part of that renovation of the park and Wilson Park's playground is scheduled to be replaced and relocated in 2015.

## **RECOMMENDATION**

Based on the foregoing information, it is recommended that the Council approve the quote for the Commons Park Playground ADA improvements to Webber Recreational Design in the amount of \$22,340.08 (State Contract Pricing).



Webber Recreational Design, Inc.

1442 Brooke Ct  
Hastings, MN 55033

# Estimate

Rep	Date	Estimate #
JW	4/4/2013	404

Name / Address	
City of Shoreview 4600 Victoria St N Shoreview, MN 55126-5817	
Customer Phone	Customer Fax

Ship To
City of Shoreview 4615 Victoria St N Shoreview, MN 55126-5817 Attn: Gary Chapman

Description	Qty	Rate	Total
Pricing based off MN State Contract P-949(5)			
Playground Wood Chips - load size 100yds	400	17.00	6,800.00T
Delivery	4	425.00	1,700.00T
4' x 6' x 2" DynaCushion Mat	13	205.00	2,665.00T
Delivery for Dyna Cushion Mats	1	400.00	400.00T
61' x 142' of 6" wide 12" high concrete curbing	1	9,338.00	9,338.00T
<b>Subtotal</b>			\$20,903.00
Bidding contractor responsible for verifying quantities for all products shown.			<b>Sales Tax (6.875%)</b> \$1,437.08
<b>Total</b>			\$22,340.08

Phone #	Fax #	E-mail	Web Site
651.438.3630	651.438.3939	bsutter@webberrec.com	www.webberrec.com

**PROPOSED MOTION**

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

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

To adopt Resolution 13-41 approving a State of Minnesota Joint Powers Agreement with the City of Shoreview on behalf of the City Attorney and the Ramsey County Sheriff's Department.

---

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

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRY SCHWERM  
CITY MANAGER**

**DATE: APRIL 30, 2013**

**SUBJECT: APPROVAL OF RESOLUTION 13-41 ADOPTING A JOINT POWERS AGREEMENT  
AND AN AMENDMENT TO THE CJDN SUBSCRIBER AGREEMENT WITH THE  
STATE OF MINNESOTA**

### **INTRODUCTION**

The Ramsey County Court System is converting to a new electronic filing system for criminal complaints. The attorneys handling prosecutions for the City from the Kelly & Lemmons firm have requested the City to authorize them to use of this service, which is court issued. In order to use this service, the State Bureau of Criminal Apprehension (BCA) is requiring cities to adopt a Joint Powers Agreement (JPA) and a Court Data Services Subscriber Amendment to the JPA. A resolution, 13-41, adopting these two agreements is provided for consideration by the City Council.

### **BACKGROUND**

The Ramsey County Criminal Courts are converting to a new electronic filing system for all complaints. Our prosecuting attorneys must now convert to this new system. The BCA has been granted the authority by the Courts to execute the Joint Powers Agreements on behalf of the State to administer the e-filing system. Each City, on behalf of their police departments and prosecuting attorney, must approve and execute these agreements to use this new system.

The purpose of the new e-filing system is to streamline the process of filing complaints with the Ramsey County criminal court system. Under the new system, everything will be done electronically, including the signing and serving documents on attorneys. It will also make it easier for attorneys to track the progress of the complaint; and will make charging crimes in the City easier and more consistent.

The cost of converting to the e-filing system is a \$100 start-up fee and \$45/month for the program to have access to the necessary databases. Since Kelly & Lemmons handles prosecution services for several cities, costs will be divided between the cities.

**RECOMMENDATION**

Based on the foregoing information, it is recommended that the City Council adopt Resolution No. 13-41 approving a State of Minnesota Joint Powers Agreement with the City of Shoreview on behalf of the City Attorney and the Ramsey County Sheriff's Department.

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA  
HELD MAY 6, 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 May 6, 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. 13-41**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE  
CITY OF SHOREVIEW ON BEHALF OF ITS CITY ATTORNEY AND RAMSEY COUNTY SHERIFF'S  
DEPARTMENT**

WHEREAS, the City of Shoreview on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Shoreview on behalf of its Prosecuting Attorney, are hereby approved. Copies of the two Joint Powers Agreements are attached to this resolution and made a part of it.
2. That the City Manager, Terry Schwerm, or his or her successor, is designated the Authorized Representative for the City. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Joseph Kelly, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of

Minnesota to maintain the City's connection to the systems and tools offered by the State.

4. That Sandra C. Martin, the Mayor for the City of Shoreview, and Terry Schwerm, the City Manager, are authorized to sign the State of Minnesota Joint Powers Agreements.

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 6<sup>th</sup> day of May 2013.

STATE OF MINNESOTA)

COUNTY OF RAMSEY )

CITY OF SHOREVIEW )

I, the undersigned, being the duly qualified City Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council on the 6<sup>th</sup> day of May, 2013, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates to Joint Powers Agreements with the State of Minnesota.

WITNESS MY HAND officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this 7<sup>th</sup> day of May, 2013.

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Terry C. Schwerm, City Manager

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and City of Shoreview on behalf of its Prosecuting Attorney ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

2.1 **General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 **Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn/>

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

### **3 Payment**

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Terry Schwerm, City Manager, 4600 North Victoria Street, Shoreview, MN 55126, (651) 490-4600, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

### **6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

## 7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

### 9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

***The parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Name: \_\_\_\_\_  
(PRINTED)

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

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

SWIFT Contract number \_\_\_\_\_

**2. AGENCY**

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with delegated authority)

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

**4. COMMISSIONER OF ADMINISTRATION  
delegated to Materials Management Division**

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

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

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and City of Shoreview on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 60429, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Amendment. Any party may terminate this Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of a Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or

other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

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

**a.** To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

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

**c.** To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

**d.** That, without limiting section 1 of this Agreement, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

**e.** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

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

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

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

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its

licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

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

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if

Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions

of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Name: \_\_\_\_\_  
(PRINTED)

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

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

SWIFT Contract No. \_\_\_\_\_

**2. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with delegated authority)

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

**4. COMMISSIONER OF ADMINISTRATION**

delegated to Materials Management Division

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

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

**5. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with authorized authority)

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



**TO: MAYOR AND CITY COUNCIL**

**FROM: TESSIA MELVIN**  
**ASSISTANT TO CITY MANAGER**

**DATE: MONDAY, MAY 6, 2013**

**SUBJECT: UPGRADE TO COUNCIL CHAMBERS**

**INTRODUCTION**

The City recently received proposals for Council Chambers audio and video upgrades. After reviewing the proposals, staff is recommending the City Council accept the quote from AVE to perform these services. These upgrades are necessary and not anticipated in the CIP plan, but will be financed from reserves in the City's cable fund.

**BACKGROUND**

The City Council Chambers was last updated nearly 15 years ago. In 2009 the City invested nearly \$40,000 to upgrade the camera system and new mountings to give optimum coverage of the dais and the podium areas.

Recently our audio system (AV) completely failed and after having a vendor evaluate the situation, a temporary solution was created. However, this temporary fix does not allow the volume of sound to be controlled in the Council Chambers and in the live feed. Instead volume levels are limited to one setting. Staff has received complaints from Councilmembers, staff and residents about the sound level both in the Council Chambers and during the video broadcasts.

In addition, the audio-visual control system located at the staff table and at the speaker podium is no longer working. This system provides controls of the video system in the Council Chambers. Further, the overhead document camera is not working and the dimmer system for the lights does not function well.

Below are the breakdown in proposals from two vendors:

<b>Audio Vision Electronics</b>	<b>\$83,460.88.</b>
<b>Alpha Video</b>	<b>\$56,000</b>

City Staff received proposals and met with the two vendors to discuss design, installation, training and warranty of each proposal. To ensure quality work and the proper equipment, staff included comments and recommendations from the City of Shoreview's Cable Technician, Doug Setley and from CTV staff.

The proposal from AVE is comprehensive and the representative spent a significant amount of time creating renderings of equipment and interviewing staff on their needs. Their proposal includes the following:

- Complete replacement of sound system, which includes new speakers. The new speakers are better designed to amplify sound towards the audience.
- Updating the video control system, which includes video switchers to push the video out to various monitors, while maintaining quality size and scale of images and documents. In addition, this system would allow the playing of DVDs, powerpoints and more.
- One additional battery-operated backup system. Currently we do not have this and the loss of power or power surges not only shuts down the equipment, but decreases its useful life.
- Creston control centers in the AV room and near the podium, which includes the ability to control the lighting, video options and the document reader.
- A replacement of dimming systems for lights.
- New 21" flatscreen monitors to replace the 15" CRT monitors at the Council dais.
- A 3 year maintenance plan, which includes annual maintenance twice during the year to tune-up equipment and six free service calls.

It should be noted that although Alpha Video's proposal is less expensive, it does not include the following items:

- 3 year maintenance plan, which includes annual maintenance twice during the year to tune-up equipment and six free service calls.
- Complete replacement of sound system.
- Dimming systems for lighting.
- A battery-operated backup system.

In addition to the replacement of audio and video equipment, staff will be contracting the replacement of the millwork to includes a new countertop at the dais and for the installation of USB ports for I-pads. Staff anticipates this part of the project will cost between \$15,000 to \$25,000.

Staff has contacted Alpha Video a number of times to request that they modify their proposal, but they have not responded to either emails or phone calls. Therefore, staff is recommending that the City Council accept the proposal from AVE for audio visual system upgrades to the Council Chambers. The project will likely occur in July when there is a three week window between Council meetings.

### **RECOMMENDATION**

Staff would recommend accepting the proposal from AVE in the amount of \$83,460.88.



10900 73rd Ave N., Ste. 124  
Maple Grove, MN 55369

# PROPOSAL

Document Date:	04/30/2013
Document #:	01-00-418462.A
Expires On:	05/30/2013

Rep: Kevin Crow  
Email: Kevin@audiovideoelectronics.com  
Phone: (763) 561-0433 x104  
Fax: (763) 561-0213

## Council Chambers A/V upgrade V2 revised

### Bill To Information

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

### Ship To Information

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

### Qty

#### Sound System

CORE 250i	64 network IO channels, accomodates 8 IO cards, dual Ethernet ports for network redundancy, and two GPIO ports, 2RU	1	
COL4	Four channels of balanced, line-level analog output	1	
CIML4	Four channels of microphone line-level analog audio input with 48V phantom power	7	
V2-8W	FULL-RANGE 2-WAY 8" WHITE 90 X 70	2	
CMKITW	CEILING MOUNT KIT WHITE	2	
TX-J2	Unbalanced Input Transformer	8	
CX702	2 channels, 425 watts/ch at 8 , 700 watts/ch at 4 , 1200 watts/ch at 2	1	
CN-2400S	CN-2400S SmartSequencer 20 Amp Bidirectional Sequencer	1	
<b>Sound System Group Total:</b>			<b>\$11,812.19</b>

#### Kramer Video Matrix

ProCo Custom Plates	Custom ProCo Tech Plates	6	
PT-571HDCP	DVI over Twisted Pair Transmitter Over 1 STP Cable	4	
VP-438	10Input Analog & HDMI ProScale Presentation Digital Scaler/Switcher	1	
VS-1616D	2x2 to 16x16 Multi-Format Digital Matrix Switcher Frame	1	
HDCP-IN2-F16	2 Input DVI (HDCP) Card - For VS-1616D	2	
DGKat-IN2-F16	2-Input DGKat Twisted Pair Card - For VS-1616D	2	
DGKat-OUT2-F16	2-Output DGKat Twisted Pair Card - For VS-1616D	5	
HDCP-OUT2-F16	2 Output DVI (HDCP) Card - For VS-1616D	2	
PT-572HDCP+	DVI over Twisted Pair Receiver Over 1 STP Cable	10	
FC-46xl	HDMI Audio De-Embedder	1	
LPTR4-1619	Rack-Pull and Turn System-16U, 4-Slides, 19in Deep, Black	1	
SP-2	Rack Panel-Blank-2U, 16ga Flanged Steel, Textured Black	4	
SP-1	Rack Panel-Blank-1U, 16ga Flanged Steel, Textured Black	1	
UD2	2 SPACE (3 1/2) UTILITY DRAWER, BLACK POWDER COAT FINISH	1	
P-8 PRO II	20 AMP POWER CONDW/SMP	1	
F1500-UPS	1500VA RACK MOUNT UPS	1	
<b>Kramer Video Matrix Group Total:</b>			<b>\$23,643.66</b>

# PROPOSAL

Continued from previous page....

Document Date:	04/30/2013
Document #:	01-00-418462.A
Expires On:	05/30/2013

**Crestron Control System**

TSW-750-B-S	7" Touch Screen, Black Smooth	2
TSW-750-TTK-B-S	TableTop Kit for TSW-750, Black Smooth	2
E Line	PoE Switch for Control System	1
CP3N	3-Series Control System	1
Labor		

**Crestron Control System Group Total: \$11,550.00**

**New Monitors for Council Seats**

EA224WMI-BK	MultiSync EA224WMI-BK, 21.5" LED Backlit LCD Monitor, IPS, 1920x1080, DisplayPort / DVI-D / VGA inputs, No Touch Auto Adjust, NaViSet, Height Adjustable stand, Pivot, USB Hub, Integrated Speakers, Human Sensor, Black Cabinet, 3 Year Warranty	10
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**New Monitors for Council Seats Group Total: \$2,690.00**

**Dimming System**

CLX-2DIM2	2 Channel Dimmer Module, 2 Feeds. Requires CLT-2DIM2	1
CLT-2DIM2	Terminal Block for CLX-2DIM2	1
CAEN-BLOCK	Cresnet Network Termination Block for CAEN and CAENIB Automation Enclosures	1
CAEN-7X1	Automation Enclosure, 7 modules high x 1 module wide	1
E Line	Basic Wall Plate Control	1

**Dimming System Group Total: \$1,650.00**

**Installation, Design, PM**

Labor

**Installation, Design, PM Group Total: \$21,040.00**

**Wire & Shop Supplies**

WIRE	Wire, Connectors and Shop Supplies	1
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**Wire & Shop Supplies Group Total: \$3,000.00**

**3 Year Service Agreement**

Service Agreement	3 Year Service Agreement	1
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**3 Year Service Agreement Group Total: \$1,500.00**

**Sales Tax and Freight**

mnsalestax	MN Sales Tax	1
Freight	Freight	1

**Sales Tax and Freight Group Total: \$5,865.03**

**Performance and Payment Bond**

BOND	Performance and Payment Bond	1
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**Performance and Payment Bond Group Total: \$710.00**

Grand Total: \$83,460.88

**MOTION**  
**PROPOSED REVISIONS TO THE**  
**SHOREVIEW HOME ENERGY LOAN PROGRAM**

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

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

To approve revised guidelines for the Shoreview Home Energy Loan Program, expanding eligible improvements to include certain interior and exterior home repairs and site improvements.

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

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

Regular City Council Meeting  
May 6, 2013

**TO:** Mayor, City Council and City Manager  
**FROM:** Kathleen Nordine, City Planner  
**DATE:** May 1, 2013  
**SUBJECT:** Revisions to the Shoreview Home Energy Loan Program

---

## **INTRODUCTION**

At the direction of the Economic Development Authority, modifications to the Shoreview Home Energy Loan (SHEL) program are being proposed to increase resident participation in the program. While the current program is focused on energy related improvements, the proposed changes broaden the scope of eligible improvements and include exterior and interior structure repairs as well as the repair or replacement of some site improvements.

## **SHOREVIEW HOME ENERGY LOAN PROGRAM**

The EDA reviewed the current loan program guidelines and eligibility requirements in comparison to other housing loan programs available to residents. Across all loan programs administered by the Housing *Resource* Center (HRC), usage has dropped within the past two years. Staff from the HRC indicated that when compared to other loan programs, the SHEL program is favorable due to the more liberal income limits, housing value, interest reimbursement and that there is no home equity requirement. While the funds used from this program can only be used for energy-related improvements, it is difficult to determine the impact this restriction has on the program usage. Other general home loan programs are available to Shoreview residents but they have lower income limits, housing values and in some cases home equity requirements. In the opinion of the HRC staff, broadening the program guidelines, including the eligible improvements, would benefit the program. Attached is the most recent summary from the HRC on the loan activity for the Shoreview program.

## **LOAN PROGRAM REVISIONS**

The EDA discussed options to expand the SHEL program that would increase usage and provide an additional funding source for residents interested in completing home improvements. The EDA concluded that this program would better serve residents if it was designed as a general home improvement loan program. While there is still support for energy related improvements, expanding the program to allow interior and exterior home repairs is logical due to the age of housing in the City. Exterior and interior repairs are defined as those repairs that are intended to correct deficiencies that are present with the structure and other site improvements. These

improvements may improve the livability of the home, function of the operating systems, and overall appearance of the structure and property. The EDA supported the inclusion of repairs to certain exterior site improvements because of the positive impact these types of repairs have on surrounding properties and the neighborhood. The proposed changes do not include remodels or additions because of the program's limited funds and the expense of such projects. Also, this program is intended to provide an alternate funding mechanism to property owners who may not be able to receive financial assistance for needed repairs due to the market value or limited equity in their home.

### **RECOMMENDATION**

The EDA unanimously supports the proposed changes to the loan program guidelines since these changes broaden the program's scope and should increase program usage. Minutes from their meeting discussions are included with this report. Furthermore, these changes are consistent with the City's housing goals relating to housing reinvestment and neighborhood preservation. Staff is also recommending the City Council approve the revised guidelines for the renamed and expanded Shoreview Home Improvement Loan Program. Once formally adopted, staff will then work with the HRC to market the expanded program to community residents.

#### Attachments

- 1) Revised Shoreview Home Improvement Loan Program Guidelines
- 2) Excerpt of Minutes – February 4, 2013 EDA
- 3) Excerpt of Minutes – April 8, 2013 EDA



Underline text is proposed for addition

~~Stricken text is proposed for deletion~~

## SHOREVIEW HOME IMPROVEMENT LOAN

### PROGRAM GUIDELINES

**Overview:** The City of Shoreview is offering home improvement loans to residents to encourage home renovation and increase the home values within the City of Shoreview. Current available dollars for loans are based upon the fund balance for any given period.

**Loan Amount:** The maximum loan amount is \$20,000. Minimum loan amount is \$2,000.

**Interest Rate & Loan Term:** The interest rate is updated quarterly on the first business day of each quarter of the calendar year and is two points above the Prime Rate. At time of loan application, the borrowers' interest rate is fixed for the entire term of the loan.

The Maximum loan term is 10 years. Full repayment of the loan is due upon sale, transfer of title, refinance or if the property ceases to be owner occupied. The interest paid on the loan will be returned to the borrower should the borrower reside at the residence for which the loan was used for the entire ten years from the time the loan is incurred.

**Loan Security:** All loans will be secured by a mortgage in favor of the City. The loan may be secured in a subordinate lien position behind other loans in accordance with the City's loan subordination policy. Applicant will be required to obtain title insurance on this loan for the City of Shoreview.

#### **Borrower Eligibility:**

- a. **Debt to Income Limit:** Borrower's gross monthly debts cannot exceed 50% of gross monthly income.
- b. **Credit:** Standard underwriting criteria apply including review of a credit report.
- c. **Income Limit:** The total gross annual household income cannot exceed 120% of the Shoreview median household income, as follows:

<u>Household Size</u>	<u>Income Limit *(2009)</u>
1	\$96,736
2	\$104,416
3	\$112,096
4	\$119,776
5	\$125,896
6	\$132,076
7	\$138,196
8	\$144,376

\* Based on 2009 HUD income data

### **Property Eligibility:**

- Single family detached owner occupied properties located within the City of Shoreview that are not connected to an association for purposes of property maintenance.
- Zero lot line single family detached owner occupied properties located within the City of Shoreview that may or may not be connected to an association for purposes of property maintenance.
- Single family attached owner occupied properties located in the City of Shoreview, which may or may not be connected to an association. Single-family attached is defined as a dwelling unit located in a building consisting of **not more than twelve dwelling units** which are attached by common vertical walls and each having a separate entrance.
- Estimated market value as determined by Ramsey County property tax statement for the current year not to exceed 120% of the median value of a single family home in Shoreview **which is \$314,640\*\***

**\*\* Estimated market value based on 2010 Ramsey County Property Tax Records**

### **Eligible Improvements:**

#### **Energy**

New energy upgrades to the home that include:

- Energy efficient heating and cooling systems
- Replacement or additional insulation
- Energy efficient replacement windows and doors
- Energy efficient water heaters.

#### **Exterior and Interior Repair**

Exterior and interior repairs are intended to correct deficiencies that are present with the structure and other site improvements. These improvements may improve the livability of the home, function of the operating systems, and overall appearance of the structure and property. Eligible repairs include:

#### **Exterior Structure Repairs**

- Exterior painting
- Siding repairs/replacement
- New roofs
- Rafters, soffit and fascia repair
- Decks, railings and stairs
- Landings and porches

#### **Interior Structure Repairs:**

- Accessibility improvements for people with disabilities
- Failure of electrical, ventilation, or plumbing system and/or upgrading to meet current code

- Roof leaks that have damaged the interior
- Defects with the foundation, walls, or roof
- Lead paint removal

#### Repair/Replacement of Site Improvements

- Driveways
- Sidewalks and patios
- Retaining walls
- Detached accessory structures that are classified as a garage

Properties that are governed by an active Homeowner's Association must receive written approval for planned exterior improvements in accordance with the guidelines of this loan program and association by-laws and/or covenants.

#### **Emergency Repair or Replacement:**

Any project begun before a loan closing has taken place will be ineligible for participation in the program, unless the project is considered an emergency repair or replacement. Emergency repair or replacement is the unscheduled replacement or repair work generally resulting from equipment failure, accidents or unanticipated causes where it is critical to restore/maintain the home for the safety, health and welfare of the occupants.

Emergency projects must be approved by the Housing Resource Center construction manager prior to the homeowner signing a contract or beginning any work. The construction manager will inspect the property to determine if the project meets the standard of an emergency. Projects that qualify as an emergency do not require the energy audit and the two bid requirement is waived if the construction manager approves the bid obtained by the homeowner.

Homeowners that have a project approved as an emergency have 30 days from the date of approval to apply for a loan. Loan funds may be used for refinancing of short-term emergency financing of eligible improvements or to reimburse the homeowner.

**Ineligible Improvements:** Housing additions, ~~internal renovations~~, interior remodels, landscaping, recreational/luxury improvements, working capital, debt service or refinancing of existing debts.

### **APPLICATION & LOAN DISBURSEMENT PROCESS**

**DO NOT SIGN ANY CONTRACTS OR START YOUR PROJECT UNTIL A CLOSING HAS TAKEN PLACE. ANY PROJECT BEGUN BEFORE A LOAN CLOSING HAS TAKEN PLACE WILL BE INELIGIBLE FOR PARTICIPATION IN THE PROGRAM.**

**Homeowner Association By-Laws & Covenants:** Loan applicants from single-family attached or zero lot line detached homes with an active Homeowner's Association will be required to provide written approval from Homeowner's Association certifying the exterior improvements to be funded through this loan program are permissible under governing by-laws and/or covenants of the association.

THE CITY OF SHOREVIEW AND REPRESENTATIVE AGENCIES ASSOCIATED WITH THE ADMINISTRATION OF THIS PROGRAM ARE NOT LIABLE OR RESPONSIBLE FOR ANY VIOLATIONS OF ASSOCIATION BY-LAWS AND/OR COVENANTS BY THE APPLICANT FOR IMPROVEMENTS UNDERTAKEN THROUGH THIS LOAN PROGRAM.

**Application Process:** Completed applications will be processed by the HousingResource Center on a first-come, first-served basis, as funds are available until all program funds are committed. After loan approval you will be notified to come for a loan closing to sign a Promissory Note, Mortgage and subordination disclosure.

**Energy Audit:** An energy audit must be completed and submitted as part of the application unless the project is classified as an emergency repair or replacement.

**Loan Costs:** Borrowers will be charged a credit report fee at time of application. The title policy fee may be financed through the loan. The recording fees and servicing fees will be paid by the borrower at closing.

**Contractors & Permits:** Contractors must be properly insured and licensed by the State of Minnesota when required. Contractors are responsible for following the EPA Lead-Based Paint Renovation, Repair and Painting requirements effective April 22, 2010, and are required to provide a copy of certification with project contract. Permits must be obtained when required by city code. Two bids are required for work that exceeds \$5,000.

**Work by Owner:** Work can be performed on a sweat equity basis. Loan funds cannot be used to compensate for labor, only for materials. The GMHC construction manager must determine that the owner has the ability to complete the work according to industry standards and within the program time requirements. The cost of purchasing tools and equipment and the delivery of materials are ineligible expenditures. Materials must be purchased and installed prior to the disbursement of loan proceeds. When applicable, a signed City Inspections Department permit must be obtained by the borrower.

**Total Project Cost:** It is the borrower's responsibility to obtain the amount of funds necessary to finance the entire cost of the work. If the final cost exceeds the loan amount, the borrower must obtain the additional funds. Borrower's contribution to project cost must be paid prior to release of loan funds.

**Work Completion:** Weather permitting, work must be completed within 120 days of loan closing.

**Emergency Repair or Replacement:** Documentation, including affidavits, must be submitted by the Contractor and Homeowner confirming that said work was an emergency repair or replacement.

**Disbursement Process:** Loan funds will remain in escrow until payment for completed work. The following items must be received before the funds can be released:

1. **Final Invoice** from each contractor showing all amounts paid and due.
2. **Lien Waiver signed by** each contractor.
3. **Completion Certificate** signed by each contractor and the borrower.
4. **Permits Closed.** Have the inspector sign the permit card.

It may take up to 10 business days after receipt of above items to prepare checks. Payment checks to contractors must be countersigned by the borrower. Lien waivers must be provided before the funds.

**Program Disclaimer:** The City of Shoreview and the Shoreview EDA maintain the right to at any time to change or discontinue the Shoreview Home Improvement Loan. The potential changes may impact the maximum/minimum loan amount, loan term, interest rate, and/or qualifications for borrower, property and improvement eligibility.

## [EXCERPT]

### SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES February 4, 2013

#### **Home Energy Improvement Loan Program**

Simonson referred Board members to a chart showing a number of loan programs available to homeowners for property renovation and improvement. The Housing Resource Center (HRC), administrator of the City's Home Energy Improvement Loan, has indicated that liberal income eligibility, no equity requirement and the forgiven interest option on energy improvements makes Shoreview's loan program competitive with other programs. Other programs, however, do have a higher cap on the amount that can be borrowed. One challenge is that many homes in Shoreview were built in the 1960s and 1970s, and tend to be split level homes or ramblers. If the loan program expands to exterior or interior improvements beyond energy related improvements, the maximum loan would still be \$20,000. Both the loan limit and overall fund could be a detriment to the goals of expanding the program. Simonson said another option the EDA could consider is to create another loan program that is for more general fix-up of older homes and could even include a rebate component which has proven attractive in other communities.

The Board discussed consideration of expanding the loan program to include cosmetic renovation and exterior improvements, which would also add value to the property. The HRC has a Rehab Incentive Program, which allows loans to exceed the \$20,000 amount in Shoreview's home energy loan program. The HRC loan allows a rebate on projects completed. This program is very successful. Loans can be deferred over a period of time or forgiven at the time of sale of the home.

Marsh stated that he believes it would be beneficial to broaden the program to include renovations that are essential, but he would not support something like kitchen remodeling, which is very subjective.

Quigley stated that he would like to see the City do whatever it can to get younger property owners involved, and expanding the loan program would be one way. He would support an expansion to include exterior improvements and listed home repairs.

It was the consensus of the Board to have staff draft an expanded program with listed items that would be eligible for review at the March 2013 meeting. Eligible items that would be included in the expanded loan program would be: 1) exterior repairs (painting, siding, windows, soffit and fascia, railings, stairs, landings and porches); 2) interior repairs (energy efficiency, accessibility, electrical and plumbing upgrades, roof leaks, foundation work, removal of lead paint); 3) exterior site improvements (driveways, sidewalks and patios, decks, landscaping and retaining walls, detached accessory structures).

Barsness stated that to set up a rehab loan program, criteria must be established especially if tax increment was the funding source. Rebate guidelines would have to be reviewed and a policy adopted in order to offer rebates.

[EXCERPT]

SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY  
MEETING MINUTES  
April 8, 2013

**Home Energy Improvement Loan Program Modifications**

Simonson said that in response to the Board's interest in expanding the home loan program to include more than energy-saving improvements, staff has developed revised program guidelines in consultation with the HousingResource Center. City Planner Nordine reported the following proposed additional items that could be included in the loan program:

1. Exterior Structure Repairs could include exterior painting; siding repairs/replacement; rafters, soffit and fascia repair; decks, railings and stairs; landings and porches. Board members added gutters to this list.
2. Interior Structure Repairs could include accessibility improvements for people with disabilities; failed electrical, ventilation or plumbing upgrades to meet code; roof leaks causing significant damage; structural foundation repair for walls or roof; new drain tile and re-grading; and lead paint removal.

The Board noted that there remain 10 septic systems in the community near County Road J. Those with septic systems would have to submit compliance reports to the City. The loan program would not include replacement of a septic system.

3. Repair/Replacement of Site Improvements could include driveways; sidewalks and patios; retaining walls; and detached accessory structures that are classified as a garage.

Marsh suggested general language that would cover a variety of situations, so that every instance that could occur would not have to be listed to qualify for the loan. The HousingResource Center (HRC) can advise the Board of applications for special items that the Board can then approve. Simonson said the HRC has on a few occasions asked the City staff for clarification on some improvement items that do not clearly fit within the stated guidelines and the City can make those determinations as we see fit so long as it is consistent with the purpose and goals of the program.

Quigley suggested a provision to insure that work done by lay people is inspected. Nordine said the construction manager at the HRC reviews all aspects of improvement projects from start to finish including any reimbursements for sweat equity.

Marsh raised the concern about enough funding for this expansion to the loan program, and Denkinger suggested added language that states the limited amount of money available. Simonson responded that the existing guidelines does include a statement that loans are subject to funding availability and the program can be changed or ended at any time. Simonson reviewed the existing fund balance showing

that there is about \$150,000 available still from the original \$300,000 earmarked to start the loan program. While loan payments are being made and the fund is replenished over time, staff will monitor the fund with these proposed changes to eligible items, and the EDA may need to consider identifying additional funding sources to supplement the program if the new guidelines prove popular with homeowners.

It was the consensus of the EDA Board to change the name of the loan program to Shoreview Home Improvement Loan Program.

**MOTION:** by Johnson, seconded by Marsh, to approve the additional items that would qualify under the Home Energy Improvement Loan Program as presented and with the changes discussed, and that the program be renamed the Shoreview Home Improvement Loan Program.

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

**HousingResource Center - NorthMetro**  
**Shoreview Home Energy Improvement Program**  
**May 1, 2010 - March 31, 2013**

**Shoreview Home Energy Improvement Loan**

Total Contract Amount	\$300,000.00
Total number of applications received:	15
Applications in process:	0
Number of loans closed to date:	13
Total dollar amount of projects:	\$168,171.21
Total dollar amount of funds used for loans closed:	\$173,792.31
Program Income through <b>November, 2012</b>	\$35,988.93
<b>Total dollar amount of funds remaining in pool:</b>	<b>\$162,196.62</b>

Last Name	First Name	Project Address	Loan Amount	GMHC Loan Fee	Total Funds Used	Project Description	Closing Date	Total Project Amount	Status
		Ashbury St.	\$ 11,179.00	\$ 1,117.90	\$ 12,296.90	water heater, windows	9/14/10	\$ 11,179.00	Complete 1
		Glen Paul Ct.	\$ 14,381.06	\$ 1,438.11	\$ 15,819.17	windows & doors	10/11/10	\$ 14,381.06	Complete 2
		Villa Dr.	\$ 7,550.00	\$ 755.00	\$ 8,305.00	furnace, AC, water heater	10/15/10	\$ 7,550.00	Complete 3
		Westview Dr.	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00	windows	12/2/10	\$ 15,280.00	Complete 4
		Chatsworth St. N	\$ 12,275.15	\$ 1,227.52	\$ 13,502.67	windows, AC	12/14/10	\$ 12,275.15	Complete 5
		Reiland Lane	\$ 20,000.00	\$ 2,000.00	\$ 20,800.00	windows	5/12/11	\$ 25,545.00	Complete 6
		Lakeview Dr.	\$ 18,726.00	\$ 800.00	\$ 19,526.00	windows	6/11/11	\$ 18,726.00	Complete 7
		Viewcrest Road	\$ 2,646.00	\$ 800.00	\$ 3,446.00	AC	6/23/11	\$ 2,646.00	Complete 8
		Pinewood Dr.	\$ 17,222.00	\$ 800.00	\$ 18,022.00	windows, patio door	8/26/11	\$ 17,222.00	Complete 9
		Kent Ct.	\$ 2,632.58	\$ 800.00	\$ 3,432.58	insulation	11/4/11	\$ 2,995.00	Complete 10
		Grotto St. N	\$ 14,000.00	\$ 800.00	\$ 14,800.00	windows & doors	4/9/12	\$ 14,630.00	Complete 11
		Lion Lane	\$ 9,575.00	\$ 800.00	\$ 10,375.00	furnace, AC	1/31/13	\$ 9,575.00	Loan Clos 12
		Shirlee Ln. S.	\$ 16,167.00	\$ 800.00	\$ 16,967.00	windows, insulation, AC	2/13/13	\$ 16,167.00	Loan Clos 13
		<b>Total</b>	<b>\$ 161,353.79</b>	<b>\$ 12,438.52</b>	<b>\$ 173,792.31</b>			<b>\$ 168,171.21</b>	

**Monthly Total**  
 SPECIAL NOTICE: Some of the information portrayed in this report consists of "Private Data" as defined by the Minnesota Government Data Practices Act. This list/report MUST NOT be reproduced and/or distributed.

2011 Fees: \$800 loan closed \$75 withdrawn or denied

**Shoreview Home Energy Applications In Process**

Last Name	First Name	Project Address	Status	Project Description	App Date

PROPOSED MOTION

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

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

to adopt Resolution No. 13-42 authorizing the advertisement for bids for the 2013 Seal Coating Program, City Project 13-04, and authorize the taking of bids on June 6, 2013, 10:00 a.m., at the Shoreview City Hall.

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

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

REGULAR COUNCIL MEETING  
MAY 6, 2013

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: THOMAS L. HAMMITT  
SENIOR ENGINEERING TECHNICIAN

DATE: MAY 1, 2013

SUBJECT: 2013 SEAL COATING PROGRAM  
CITY PROJECT 13-04  
AUTHORIZE ADVERTISEMENT FOR BIDS

### INTRODUCTION

Annually the Public Works Department requests bids for seal coating City streets. This year's program consists of Zone 6 which includes various streets north and south of I-694. Council authorization is necessary to advertise for bids.

### BACKGROUND

The Public Works Department utilizes various resources for street maintenance work each year. The Street Maintenance Division does our own crack sealing, patching and crosswalk painting. We generally contract with vendors for the road striping and request bids for street seal coating. Seal coating is a maintenance strategy that extends the life of asphalt streets. The City seal coats every street on a regular cycle. The City is divided into seven zones. A map of the seal coating zone is attached for reference. This year's street seal coating project is in Zone 6. This is generally the streets both north and south of I-694.

### PROJECT COST

For 2013, the Capital Improvement Program allocates \$309,000 for seal coating. An additional \$19,000 is allocated for the crack-sealing program. The touch-up crack sealing and patching will be completed in June. At this time, based on information received from other City's bids, Shoreview should expect item costs to be about the same last years.

### RECOMMENDATION

It is recommended that the City Council authorize the advertisement for bids for the 2013 seal coating program and that bids be opened on Thursday June 6, 2013 at 10:00 a.m.

#13-04

t:/projects/sealcoat/2013/council/authbid13



**\* PROPOSED \***

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

**HELD MAY 6, 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 May 6, 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. 13-42**

**RESOLUTION AUTHORIZING THE ADVERTISEMENT OF BIDS  
2013 SEAL COATING PROGRAM  
CITY PROJECT 13-04**

WHEREAS, the Public Works Department has prepared plans and specifications for the 2013 Street Seal Coating Program and such plans should be advertised in the legal and trade publications.

NOW, THEREFORE, be it resolved by the City Council of Shoreview, Minnesota, that:

The City Manager shall prepare and cause to be inserted in the official newspaper an Advertisement for Bids for the making of such improvement under such plans and specifications. The advertisement shall be published indicating the date of the bid opening, shall specify the work to be done, that the bids are the responsibility of the bidder and shall state that bids are to be received by the City until 10:00 a.m., local time, on June 6, 2013, at which time they will be publicly opened in the Council Chambers of the City Hall by two or more designated officers of the City.

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 6<sup>th</sup> day of May, 2013.

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 6<sup>th</sup> day of May, 2013, 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 authorizing the advertisement for bids on the 2013 Street Seal Coating Program.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 7<sup>th</sup> day of May 2013.

---

Terry Schwerm  
City Manager

SEAL

## PROPOSED MOTION

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

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

To approve the Preliminary Plat, and Site and Building Plan review applications for St. Odilia Catholic Community, 3495 Victoria Street North, for development of a prayer garden, columbarium and cemetery, subject to the following conditions:

1. The project must be completed in accordance with the submitted site and building plans. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission and the City Council.
2. The approval will expire after one year if the final plat has not been approved by the City Council.
3. The cemetery shall be developed in accordance with the approved Master Plan. St. Odilia shall notify the City after completion of Phase 1. Subsequent development phases shall be administratively approved provided the phase is in conformance with the Master Plan.
4. The cemetery shall be developed and operated in accordance with Minnesota Statutes.
5. No crematorium or mausoleum is proposed or permitted in this development.
6. The applicant shall develop operating rules for the cemetery that are in compliance with the Shoreview Municipal Code and other applicable laws. These rules shall include provisions that:
  - a. Require funeral processions to use Victoria St., and to prohibit parking on Vivian for any funeral services or burials.
  - b. Allow the display of grave memorials only for limited duration after burial and specified holidays only.
  - c. Restrict ceremonial rifle salutes but in no event during school hours.
  - d. Address noise generated by funeral services (music, use of speakers or microphones, etc).
  - e. Require use of flush foot stones to mark all grave sites.
  - f. Require the use of in-ground burial containers for all traditional burials.
  - g. Establish hours of operation, that specify the times funerals may be held, and when site work for burials may occur.

- h. The operating rules shall be submitted for City review and approval prior to adoption by the cemetery association.
  - i. Require procedures to protect public safety (for example, use of plywood over any un attended open gravesite).
7. The applicant shall obtain a grading permit prior to commencement of any work for the development of the prayer garden/cemetery/building area.
  8. Landscaping shall be maintained in accordance with the approved plans to provide a buffer from the adjoining public school use and mitigate the visual impacts of the cemetery on adjoining land uses.
  9. St. Odilia's is required to submit a Planned Unit Development application prior to a future sale of any of Lots 1 – 5, Block 1, The Catholic Community of St. Odilia.
  10. The Applicant shall enter into a Development Agreement with the City, which shall incorporate the operating rules.

This approval is based on the following findings:

1. The proposed improvement is consistent with the policies of the Comprehensive Plan.
2. The proposed improvements will not conflict with or impede the planned use of adjoining property.
3. The proposed plat complies with the subdivision standards.

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

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

***Regular City Council Meeting***

May 6, 2013

**TO:** Mayor, City Council, City Manager  
**FROM:** Rob Warwick, Senior Planner  
**DATE:** April 29, 2013  
**SUBJECT:** File No. 2477-13-04, Preliminary Plat and Site and Building Plan Review, St. Odilia Catholic Church, 3495 Victoria Street N

### **INTRODUCTION**

The applicant, St. Odilia Catholic Community, 3495 Victoria Street N, has submitted applications for preliminary plat and site and building plan review for the development of a prayer garden, columbarium, and cemetery (hereafter referred to as cemetery) located on the west side of their campus, along Vivian Avenue.

The applications were complete March 12, 2013.

### **PLANNING COMMISSION REVIEW**

The Planning Commission held the Public Hearing, discussed the applications, extended the review period to 120-days, and tabled the applications at their March 26<sup>th</sup> meeting. While the majority of residents who attended the meeting opposed the proposed use, most of the concerns expressed relate to the northern section of the cemetery. These comments cited the proximity to Island Lake Elementary School and the St. Odilia School athletic field, increased traffic on Vivian, the view of the cemetery from eastbound traffic on Harriet, noise, and a negative effect on property values. Comments in support identified there is a community need for a cemetery in Shoreview, and cited research showing cemeteries have no affect on property values.

The Planning Commission discussed concerns regarding the proximity to Island Lake School and the St. Odilia athletic field, the grade change and site design of the northern section, potential noise, traffic, parking and environmental impacts. Some Commission members supported the proposed use and generally did not have concerns regarding the southern section of the cemetery. The Commission tabled the applications and extended the review period to 120 days. The Commission did ask St. Odilia to consider the comments received, revise the plans as needed and address the issues raised. The March 26<sup>th</sup> Planning Commission meeting minutes are included in this packet.

At the April 23<sup>rd</sup> meeting, the Planning Commission reviewed the revised plans and took public comments. More than twenty interested parties gave comments, about half in support and half opposed to the proposal. Commissioners discussed stormwater management, potential groundwater impacts, use of in-ground burial containers versus sealed in-ground vaults, and compatibility of columbaria wall types and styles over the life of the cemetery. The Commission recommended (4-3) approval of the applications to City Council. The dissenting Commissioners cited that more study is needed regarding sub-surface water impacts and that the proximity to the public school hasn't been fully addressed. A copy of the draft meeting minutes of the April 23<sup>rd</sup> Planning Commission minutes are attached.

### **PROJECT DESCRIPTION**

The summary below includes a description of the project followed by the applicant's response to the comments made at the March Planning Commission meeting.

### Site Characteristics

The St. Odilia campus is located south of Island Lake Elementary School, west of Victoria Street, east of Vivian Avenue and north of Cottage Place. The campus has an area of 19.6 acres and access from both Vivian Avenue and Victoria Street. The site is principally used as a church and private school, with additional facilities including two single family detached dwellings, an administration building and a hospice care facility, parking and drives, playgrounds, and athletic/soccer field.

The campus adjoins detached single family residential areas on the south and west. To the north, also located with frontage on Victoria Street, there is one single-family residence that is not part of the campus, and another institutional use, Island Lake Elementary School. On the east side of Victoria St. is the Midland Terrace apartment complex and detached single family residential uses.

### Project Plans

The proposed preliminary plat subdivides the property into five lots, with each lot occupied with one of the main uses of the Church: the Church and School on Lot 1; the administration building on Lot 4; the hospice care facility on Lot 2; the priests' residence on Lot 3; and the proposed cemetery on Lot 5.

The proposed prayer garden, cemetery and columbarium will be located on the west (Vivian Ave.) side of the campus, and developed on about 2.15 acres. This area slopes from the east down to Vivian Ave., with about 20 feet of elevation change from the grade of the athletic field down to the street grade of Vivian.

The existing access driveway from the Church parking area to Vivian Avenue bisects the proposed cemetery area into north and south sections. Access from the drive to the Church parking lot is now and will continue to be gated during school hours, which will eliminate traffic access from Church property to and from Vivian Ave. during funerals and burials.

South of the drive is an existing stormwater pond that will be integrated in the cemetery and garden area. North of the access drive, the cemetery will be developed on the slope that abuts Vivian Ave.

The cemetery will be developed throughout this area with gardens and walks connecting the columbarium walls and other memorial features integrated into the site. As noted in the applicant's statement, the walkways will be developed for accessibility. The south section will be developed with 48 traditional grave sites and 1841 columbarium niches. The north section will have 258 traditional grave sites and 1088 columbarium niches. The traditional graves will be marked with stones, all flush at-grade. The columbaria will consist of pre-fabricated granite structures, examples of which are attached.

Phase 1 will include grading of the entire area planned for the cemetery, most of the landscaping, rain gardens and an initial columbarium with 96 niches that will be located in the south section. All of the traditional graves will all be laid out during the initial phase. When capacity is reached in the columbarium structure installed in Phase 1, other columbaria structures identified in the plan would be installed as they are needed. The applicant expects the cemetery to meet community needs for about 100 years.

### **DEVELOPMENT ORDINANCE REQUIREMENTS**

The property is located in the R-1, Detached Residential. Public and quasi-public uses are allowed in this zoning district through the Site and Building Plan Review process upon finding that the use will not conflict with or impede the planned use of adjoining property. Conditions may be attached to site and building plan approval by the City Council to ensure compatibility with adjacent land uses. In Shoreview, churches, schools and other public-quasi-public uses are generally located in the R-1 District.

Proposed plats are required to conform to the subdivision standards that have been adopted by the City.

### **RESPONSE TO COMMENTS/PLAN REVISIONS**

At the March 26<sup>th</sup> Planning Commission meeting, the Commissioners summarized comments that were made at the meeting and asked the applicant to address the concerns prior to further consideration of the applications. The applicant submitted responses and revised plans for the April 23, 2013 Planning Commissions meeting. The plans and statement are attached.

#### *Island Lake School – Mounds View School District*

The applicant met with staff of the Mounds View School District to discuss the project. Representatives of the District did express concerns regarding sight lines/visibility from the school property and potential noise. In response, St. Odilia revised the landscape plan to improve screening of the north section of the proposed cemetery. The applicant also agreed with District staff that the use of gun salutes would not be appropriate during school hours. The applicant proposes to define acceptable grave site service procedures in the operating rules for the cemetery. A comment from District staff is attached.

#### *Visual Impact-Landscaping*

To mitigate the visual impact, revisions to the landscape plan include additional trees along the north and west site boundaries addressing concerns about the views from Harriet Ave. and Island Lake School. The cemetery location complies with the minimum 30-foot front and 10-foot side setbacks required from a property line.

Scattered ornamental trees have been added within the north section and are intended to break up the open expanse of traditional grave sites on the slope, while retaining an open park-like feel. The ornamental trees will be planted as burials occur in the north section. Other landscape trees that are proposed will be installed after the site grading has occurred during the initial phase of site development. This will allow time for the landscaping to mature prior to interment in the graves located in the north section of the cemetery.

The use of at-grade markers at the grave sites will aid in minimizing the visual impact. In response to comments regarding the placement of grave memorials, the applicant will limit the use of grave-site memorials to a short period after burial, and a few holidays, expected to be Memorial Day, Easter, Christmas and the anniversary of the decedent's death. This restriction will be addressed in the cemetery's operating rules.

### Traffic

The applicant identifies that about 60 funerals occurred at the Church during 2012. Mourners arrive in their individual vehicles and depart in processions that exit the Church property onto to Victoria St. The access drive off of Vivian Avenue is gated during school hours. Many future funerals held at the Church are expected to result in interment in the proposed Church cemetery, and mourners will walk in a procession from the Church to the gravesite. Staff suggests a condition requiring the operating rules to limit funeral traffic to the east property access onto Victoria Street.

### St. Odilia Athletic Field

The applicant states that there is not a need for fencing to separate the athletic field from the north section of the cemetery. The Church owns, manages and maintains the athletic field, and in their experience, errant balls do not now roll down the hill due to the distance, trees and batting cage.

### Operating Rules

The Church will adopt operating rules and regulations for the cemetery. The rules will address display of memorials, traffic and parking, gun salutes, use of flush grave markers/footstones, and in-ground burial containers for traditional burials.

### Environmental Impacts

The applicant cites that there has been no research that identifies pollution from cemeteries in Minnesota. Although the State of Minnesota does not require the use of any type of in-ground burial container, the Church will follow best-practices defined by the Minnesota Catholic Conference of Bishops and will require the use of in-ground burial containers. -See the attached statement and plans.

## **COMPREHENSIVE PLAN**

The *2008 Comprehensive Plan* designates this property for Institutional use. Uses within this category include public and private schools, fire and police stations, city hall, water towers and other public or quasi-public uses. Surrounding planned land uses include Low-Density Residential (0-4 units per acre), High Density Residential (8-20 units per acre), institutional, natural, and park (see attached excerpt from the Planned Land Use Map, Map 4-2, 2008 Comprehensive Plan).

The church and proposed cemetery are considered quasi-public uses and are consistent with the Institutional land use planned for the property.

## **STAFF REVIEW**

### Preliminary Plat

The proposed preliminary plat divides the property into five parcels, with each parcel containing a structure, except for Lot 5 which will be used for the prayer garden and cemetery. The purpose of the plat is twofold. First, the proposed plat includes property that the Church acquired when the Crosier Fathers relocated their facilities to Arizona, and so the plat integrates these parcels into the campus. Second, State law requires platting for cemeteries, and this is accomplished with the creation of Lot 5. The required drainage and utility easements will be dedicated along the property lines and over drainage areas. Existing easements have previously been conveyed for shared driveway and access areas. The following table summarizes the lot characteristics.

	LOT WIDTH	LOT DEPTH	LOT AREA
<b>MIN. REQUIREMENT</b>	<b>75 FEET</b>	<b>125 FEET</b>	<b>10,000 SQ FT</b>
LOT 1	825 FEET	902 FEET	592,825 SQ FT
LOT 2	252 FEET	263.5 FEET	66,415 SQ FT
LOT 3	263.55 FEET	168.0 FEET	44,248 SQ FT
LOT 4	170 FEET	331.6 FEET	56,331 SQ FT
LOT 5	922.48 FEET	191.1 FEET	93,767 SQ FT

The proposed parcels comply with the Development Code requirements, except that Lot 2 lacks frontage on a public street as required. This lot has access to public streets over an internal private easement that was conveyed when the City vacated Cottage Place in 1993, thereby eliminating the public street frontage for this Lot 2 as well as other lots on the unimproved portion of this street, which was dedicated on the Minnesota Realty Homesites plat in 1946. This portion of the street was never constructed due to wetlands and poor soils. Since the lot for this use previously existed, it is staff's opinion that the nonconformity may be continued without requiring a variance from the Code requirement of frontage on a public street.

Site and Building Plan Review

Staff has reviewed the plans in accordance with the *Comprehensive Plan* and the requirements of the Development Code. The proposed improvements are consistent with the policies of the *Comprehensive Plan* and the Development Regulations. The cemetery is intended to serve the larger community by providing an area for the interment of remains within the space of the prayer garden to provide a reflective environment.

In Staff's opinion, the proposed use will not impede or conflict with the planned land use of the surrounding properties. Cemeteries are commonly found in or near residential neighborhoods throughout the Twin Cities Metropolitan Area, including some of the northern suburbs. This use stems from the church use of the property and is consistent with the institutional and quasi-public use that currently exists. The cemetery will be owned and operated by St. Odilia and is ancillary to their operations. While the staff understands that the cemetery use may not be viewed as desirable to nearby residential property owners, this use is generally less intense than other nearby public and quasi-public uses.

Impacts of the proposed cemetery use on the adjoining residential neighborhood can be mitigated through the site and building plan review process. In response to neighborhood concerns, St. Odilia did revise their plans to address the visual impact and also provided information regarding the cemetery operations which address issues such as traffic, noise and the environmental impact. The staff is recommending conditions be attached that address these concerns and mitigate potential impacts.

To better address the concerns raised regarding environmental impacts, staff researched this matter further. There are papers that describe research of pollutants resulting from the decomposition of caskets and human remains. This research indicates that the problem is most acute in cases where the caskets are buried below the level of groundwater. Staff, like the applicant, has been unable to identify any reports of groundwater pollution in Minnesota due to a cemetery. Staff at the Minnesota Department of Health, which regulates wells and funeral practices, stated that such pollutants have not

been known to contaminate wells, but that there is a 50-foot separation required between a cemetery and a well. That separation will be met by the proposed cemetery. Furthermore, State regulations do include any requirement for an outer burial vault. Given these factors, staff does not believe the cemetery will affect groundwater.

The applicant has submitted a stormwater management plan prepared by a licensed engineer. The plan uses rain gardens to capture the small increase in runoff resulting from the improvements proposed by the Church. The plan has been reviewed by the City Engineer (see attached comment). The property is located in the Ramsey Washington Watershed District and District staff have advised that City that the project does not require a permit from the District.

The plat includes property that is solely owned by the Church. Staff finds this a suitable method to meet the requirements of Statute in order to create the cemetery and create clean legal descriptions of all of the Church properties. Staff has included a condition of approval that requires rezoning to a PUD in the event the Church chooses to sell some or all of these lots in the future since access, stormwater management, and uses would no longer be managed by a single entity, and to provide the City the safeguard needed to insure that shared improvements are properly managed by any new owners.

#### **REQUEST FOR COMMENT**

Property owners within 350 feet were notified of the requests prior to the March and April Planning Commission meetings. More than twenty comments have been received in response to the two notices. Most comments express concerns including proximity to the elementary schools, the appearance of the cemetery, possible impact on property values, and environmental impacts. The comments are attached.

#### **RECOMMENDATION**

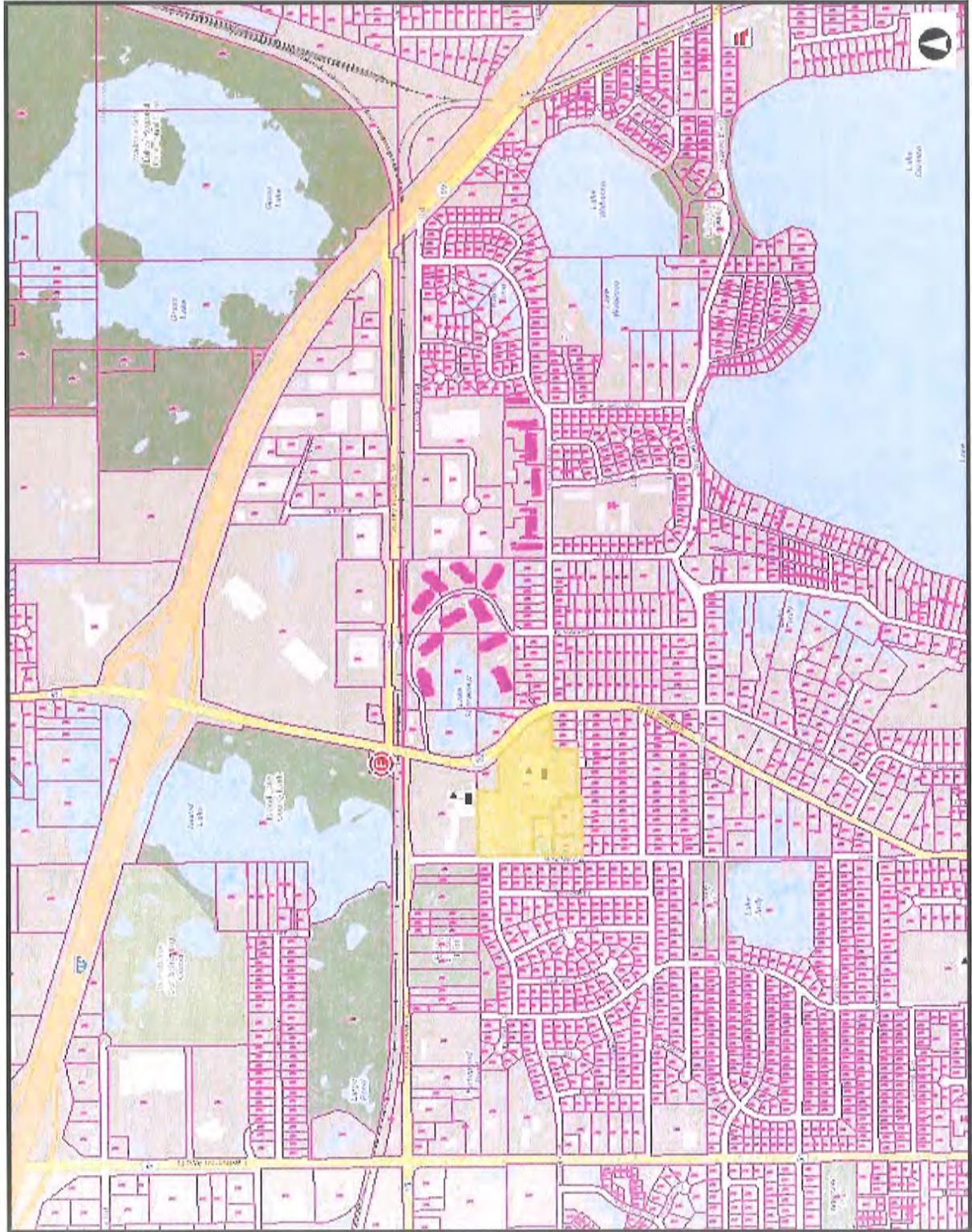
The proposed plans have been reviewed in accordance with the subdivision regulations and the criteria for the Site and Building Plan review which relate to the City's development regulations and *Comprehensive Plan* Policies. The proposed plat complies with the subdivision regulations, and the proposed use of the property as a cemetery owned and operated by St. Odilia Catholic Church is consistent with the institutional land use designation in the *Comprehensive Plan*. Furthermore, the proposed use will not conflict with or impede the nearby residential and institutional land uses. Impacts are being mitigated through site design and the implementation of operational rules that will address noise, traffic and in-ground burial containers. The Planning Commission held the required Public Hearing. Staff and the Planning Commission recommend the City Council approve the submitted preliminary plat, and the site and building plans, subject to the following conditions:

1. The project must be completed in accordance with the submitted site and building plans. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission and the City Council.
2. The approval will expire after one year if the final plat has not been approved by the City Council.
3. The cemetery shall be developed in accordance with the approved Master Plan. St. Odilia shall notify the City after completion of Phase 1. Subsequent development phases shall be administratively approved provided the phase is in conformance with the Master Plan.

4. The cemetery shall be developed and operated in accordance with Minnesota Statutes.
5. No crematorium or mausoleum is proposed or permitted in this development.
6. The applicant shall develop operating rules for the cemetery that are in compliance with the Shoreview Municipal Code and other applicable laws. These rules shall include provisions that:
  - a. Require funeral processions to use Victoria St., and to prohibit parking on Vivian for any funeral services or burials.
  - b. Allow the display of grave memorials only for limited duration after burial and specified holidays only.
  - c. Restrict ceremonial rifle salutes but in no event during school hours.
  - d. Address noise generated by funeral services (music, use of speakers or microphones, etc).
  - e. Require use of flush foot stones to mark all grave sites.
  - f. Require the use of in-ground burial containers for all traditional burials.
  - g. Establish hours of operation that specify the times funerals may be held, and when site work for burials may occur.
  - h. The operating rules shall be submitted for City review and approval prior to adoption by the cemetery association.
  - i. Require procedures to protect public safety (for example, use of plywood over any unattended open gravesite).
7. The applicant shall obtain a grading permit prior to commencement of any work for the development of the prayer garden/cemetery/building area.
8. Landscaping shall be maintained in accordance with the approved plans to provide a buffer from the adjoining public school use and mitigate the visual impacts of the cemetery on adjoining land uses.
9. St. Odilia's is required to submit a Planned Unit Development application prior to a future sale of any of Lots 1 – 5, Block 1, The Catholic Community of St. Odilia.
10. The Applicant shall enter into a Development Agreement with the City, which shall incorporate the Operating Rules of the cemetery.

Attachments

- 1) Location Map
- 2) Aerial photo
- 3) Excerpt from Map 4-2, Planned Land Use, 2008 Comprehensive Plan
- 4) Submitted Plans and Applicant's Statement
- 5) Comments
- 6) Draft Planning Commission Meeting Minutes, April 23, 2013
- 7) Proposed Motion



2,577.1

1,288.56

2,577.1 Feet

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

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

### Notes

Enter Map Description

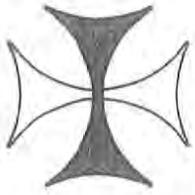
### Legend

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





Excerpt from Planned Land Use Map, 2008 Comprehensive Plan



# Catholic Community of St. Odilia

3495 N. Victoria • Shoreview, MN 55126-3895

April 11, 2013

Mr. Rob Warwick  
City of Shoreview  
4600 Victoria Street North  
Shoreview, MN 55126

Re: Planning Commission Action, File No. 2477-13-04, St. Odilia – Prayer Garden and Columbarium/Cemetery

Dear Mr. Warwick,

In response to your letter dated March 27, 2013, The Church of St. Odilia is pleased to present this response to concerns raised at the Public Hearing and Planning Commission meeting on March 26, 2013. Additionally, a revised Concept Plan (April 2013), Site Planting Plan (April 2013) and Landscape Plan Phase One (April 2013) are attached as part of our response.

We understand that the requirement for a Public Hearing regarding our application has been met and that the Public Hearing was closed at the March 26, 2013 Planning Commission Meeting. In response to public testimony taken, Planning Commissioner questions and subsequent conversations with City staff and the adjacent property owner, Independent School District 621 (Mounds View Public Schools), we offer the following comments and revised plans as follows:

- Concerns with the open design of the north section of the cemetery:

The site plan has been modified to include additional landscape screening along Vivian Ave. to address the concerns of property owners near the intersection of Vivian Ave and Harriet Ave. regarding the proposed design. In addition, ornamental memorial trees have been added throughout the north section of the site to improve the visual impact, while maintaining the plan's overall design as that of a garden, park-like setting as opposed to a traditional cemetery design with upright monuments, fences and gates.

As we have discussed, the full development of this site has the potential to span a 100 year period and is planned in a phased approach, focusing on development of the south section of the site first.

Catholic Community of St. Odilia

Church 651.484.6681 • School 651.484.3364 • Faith Formation 651.484.6681  
[www.stodilia.org](http://www.stodilia.org)

- Proximity to the Island Lake Elementary School, especially the playground area that is not screened or buffered.

Following a meeting on April 9, 2013 with representatives from Mounds View Public Schools (MVPS), we agreed that landscaping proposed in the overall Site Planting Plan on the northeast corner of Lot 5 will be implemented as part of Phase One in order to provide additional screening along the property border with Island Lake Elementary School. The Phase One Landscape Plan has been revised to include this change. We remain in conversation with MVPS regarding this site line and have offered to work cooperatively with the District on any additional landscaping that they may propose on their own property.

Although grave internment is not planned in this area during the Phase One implementation, the installation of landscaping at this time will provide the opportunity for a more mature natural landscape barrier when internment takes place in this section of the property. Additionally, this landscaping will serve to enhance the beauty of the site at the initial stage of development.

- Traffic concerns related to potential use of Vivian Ave. for funeral processions that may conflict with school bus or school children arriving or departing from the elementary school.

Funeral procession traffic will continue to exit the St. Odilia campus through the Victoria Street entrance for burials that do not take place on the St. Odilia property. The addition of the Prayer Garden/Columbarium on our campus will serve to reduce current funeral procession traffic from the Church onto Victoria Street as the funeral procession will walk from the Church to the burial site and mourners will depart from the St. Odilia parking lot independently following burial. Traffic will continue to exit onto Victoria Street as the exit from the St. Odilia parking lot to Vivian Ave. is gated during school hours.

Funeral processions arriving at our campus for burial will arrive from Victoria Street, parking will be provided in the St. Odilia parking lot, and mourners will walk to the burial site, exiting at their own pace onto Victoria Street from our parking lot for the reasons cited above. Funerals and burials do not typically take place during morning drop off or late afternoon departures from school.

Funerals and funeral processions are common occurrences on our campus currently with approximately 60 funerals held at St. Odilia during 2012.

- Grade change, play areas and fencing.

The adjacent soccer field is owned, used, managed and maintained by the Church of St. Odilia. Our current experience with this soccer field (for both physical education and athletic events) is that soccer balls rarely reach the tree line on the west edge of the soccer field. We believe that the additional landscaping proposed for the site will provide an adequate barrier for the occasional errant ball and we will address the issue on our property if we feel that conditions warrant further barriers. The batting cage currently located on the site also provides a barrier for soccer balls.

- Noise concerns.

The cemetery and columbarium will be operated in accordance with Minnesota Statutes and applicable Ordinances of the City of Shoreview. We do not anticipate that the presence of a Prayer Garden/cemetery will generate any excessive noise. Our Cemetery Operating Rules and Regulations will govern interment ceremonies, specifically as they relate to the presence of a military honor guard. Presentation of the flag by an honor guard and the playing of Taps would be allowed as mandated by law for eligible veterans, but ceremonial rifle salutes (traditional three volleys) would be restricted in sensitivity to both schools in the area.

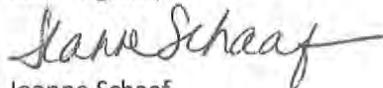
Musical instruments are often played outdoors on our campus currently and Taps have been played on occasion during the time that the United States Flag is lowered on our property.

- Environmental Concerns

We are unaware of any specific cases of groundwater pollution from cemeteries in the State of Minnesota. State law does not mandate the use of outer burial containers, however, St. Odilia will follow the recommended guidelines for best practices by the Minnesota Catholic Conference of Bishops (MCC) and will require some form of outer burial container whose acceptable standards for quality and type are established by the Director of The Catholic Cemeteries of the Archdiocese.

We appreciate the thoughtful dialogue during the March 26, 2013 Planning Commission meeting and the opportunity to review our proposed revisions with City planning staff following that meeting. I look forward to your feedback and to the opportunity to continue the dialogue at the April 23, 2013 Planning Commission meeting. Although a new concept for the City, we continue to believe that both the community of St. Odilia and the community of Shoreview will benefit from this development proposal on land that is currently under-utilized.

Best Regards,



Jeanne Schaaf  
Parish Operations Administrator  
Church of St. Odilia

Sent via email 4/11/13 with attachments:  
Color Concept Plan (rev April 2013)  
Planting Plan (rev April 2013)  
Landscape Plan – Phase One (rev April 2013)

**MINNESOTA CATHOLIC CEMETERY  
RULES & REGULATIONS**



**ARCHDIOCESE OF ST. PAUL & MINNEAPOLIS  
DIOCESE OF CROOKSTON ☒ DIOCESE OF DULUTH  
DIOCESE OF NEW ULM ☒ DIOCESE OF ST. CLOUD  
DIOCESE OF WINONA**

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MINNESOTA CATHOLIC DIOCESES

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23. **Interment** may mean either the burial, entombment or inurnment of human remains in a grave, crypt or niche.
24. **Interment Space** means a grave, crypt, niche or plot.
25. **Inurnment** means the placement of cremated human remains in an urn and a placement of such urn in a niche, crypt, grave or other suitable location in a cemetery.
26. **Lawn Crypt** means interment space below ground in a specifically designed section including pre-constructed and pre-installed outer burial protection and drainage fields intended to be used for the ground burial of full (not cremated) and casketed human remains. Typically, lawn crypts can be either single or double-depth, accommodating one or two burials respectively.
27. **Liner** means a non-sealing container made of concrete, fiberglass, or steel to be used for burial of a casket.
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MINNESOTA CATHOLIC DIOCESES

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43. **Temporary Marker** means a manner of identifying an interment space until a permanent memorial is installed.
44. **Urn** means a container for cremated human remains.
45. **Urn Garden** means an outdoor area in a cemetery used or designated to be used for the underground burial of cremated human remains in an urn.
46. **Vault** means any container or enclosure made of concrete, fiber-glass or steel which is placed in a grave around a casket to prevent the collapse of the grave and/or to protect the casket or for burial of an urn.

## OUTER BURIAL CONTAINERS

1. As a general rule, the use of an outside burial container is required for all burials. A diverse selection of approved outer burial containers is available at the funeral home and certain parish cemeteries may market simple concrete non-sealing burial containers.
2. All burial containers must be constructed of concrete or steel or of other composition approved by the individual Minnesota Catholic diocese cemetery authority. Wood boxes are not permitted. The requirement of such a container is not solely for purposes of protection from the environment, but to insure against cave-in, so that the parish cemeteries' grounds shall remain safe for maintenance and accessibility.
3. In instances where an interment is conducted for an infant or child, an infant combination casket/vault container no more than four feet (4') in length is permitted.

-60-

JOSEPH B. SANKOVICH & ASSOCIATES - TUCSON, ARIZONA

## CEMETERY RULES & REGULATIONS

4. Burial outer protection units (vaults or liners) must be delivered to the cemetery a minimum of two hours prior to the anticipated arrival of the deceased at the cemetery. The exterior width of a burial container may not exceed thirty-six (36") inches in any one grave, and if the same is larger, additional accommodations must be arranged with the cemetery.
5. The cremation outer burial container will be placed at a location within the grave space as determined by the parish cemetery authority.

*From: Minnesota Catholic Cemetery  
Rules & Regulations*

# CONCEPT PLAN

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

Per PLAT OF ST. ODILIA CAMPUS, THE DRAINAGE & UTILITY EASEMENTS ARE SHOWN THUS:  
  
Being 10 feet in width and adjoining street lines and rear lot lines unless otherwise indicated and as shown on this survey.

## PROPERTY DESCRIPTION

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

## VICINITY MAP

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



RAMSEY COUNTY, MINNESOTA  
(NO SCALE)

## AREA COMPUTATIONS

TOTAL AREA SITE AREA: 19,60± ACRES  
5 PROPOSED LOTS  
DENSITY: 3.92± UNITS/ACRE

## ZONING AND SETBACKS

CURRENT ZONING IS R1 - DETACHED RESIDENTIAL

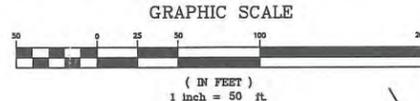
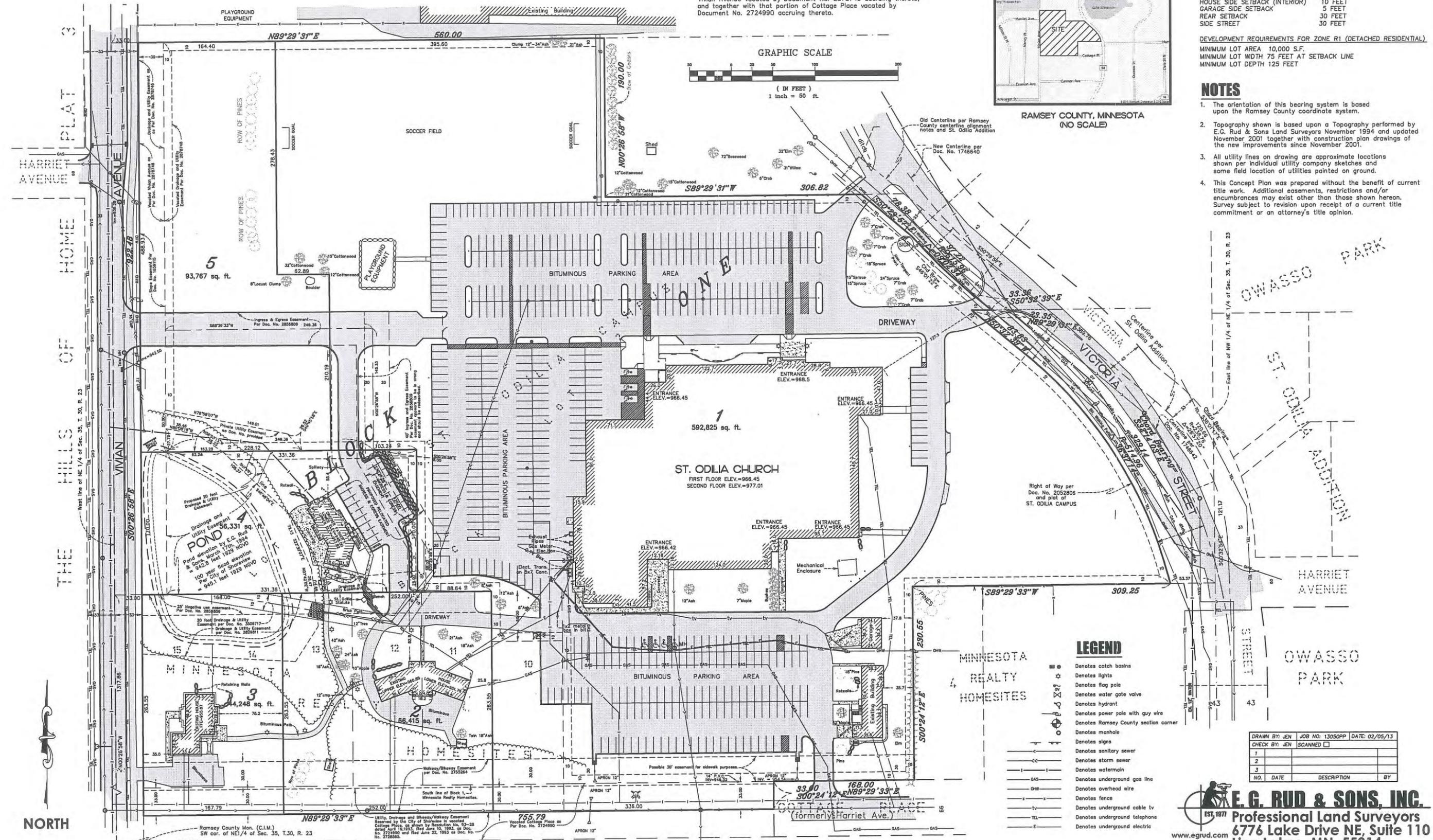
FRONT SETBACK 30 FEET  
HOUSE SIDE SETBACK (INTERIOR) 10 FEET  
GARAGE SIDE SETBACK 5 FEET  
REAR SETBACK 30 FEET  
SIDE STREET 30 FEET

## DEVELOPMENT REQUIREMENTS FOR ZONE R1 (DETACHED RESIDENTIAL)

MINIMUM LOT AREA 10,000 S.F.  
MINIMUM LOT WIDTH 75 FEET AT SETBACK LINE  
MINIMUM LOT DEPTH 125 FEET

## NOTES

- The orientation of this bearing system is based upon the Ramsey County coordinate system.
- Topography shown is based upon a Topography performed by E.G. Rud & Sons Land Surveyors November 1994 and updated November 2001 together with construction plan drawings of the new improvements since November 2001.
- All utility lines on drawing are approximate locations shown per individual utility company sketches and some field location of utilities painted on ground.
- This Concept Plan was prepared without the benefit of current title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.



## LEGEND

- Denotes catch basins
- Denotes lights
- Denotes flag pole
- Denotes water gate valve
- Denotes hydrant
- Denotes power pole with guy wire
- Denotes Ramsey County section corner
- Denotes manhole
- Denotes signs
- Denotes sanitary sewer
- Denotes storm sewer
- Denotes watermain
- Denotes underground gas line
- Denotes overhead wire
- Denotes fence
- Denotes underground cable tv
- Denotes underground telephone
- Denotes underground electric

DRAWN BY: JEN	JOB NO: 1305OPP	DATE: 02/05/13	
CHECK BY: JEN	SCANNED <input type="checkbox"/>		
1			
2			
3			
NO.	DATE	DESCRIPTION	BY

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

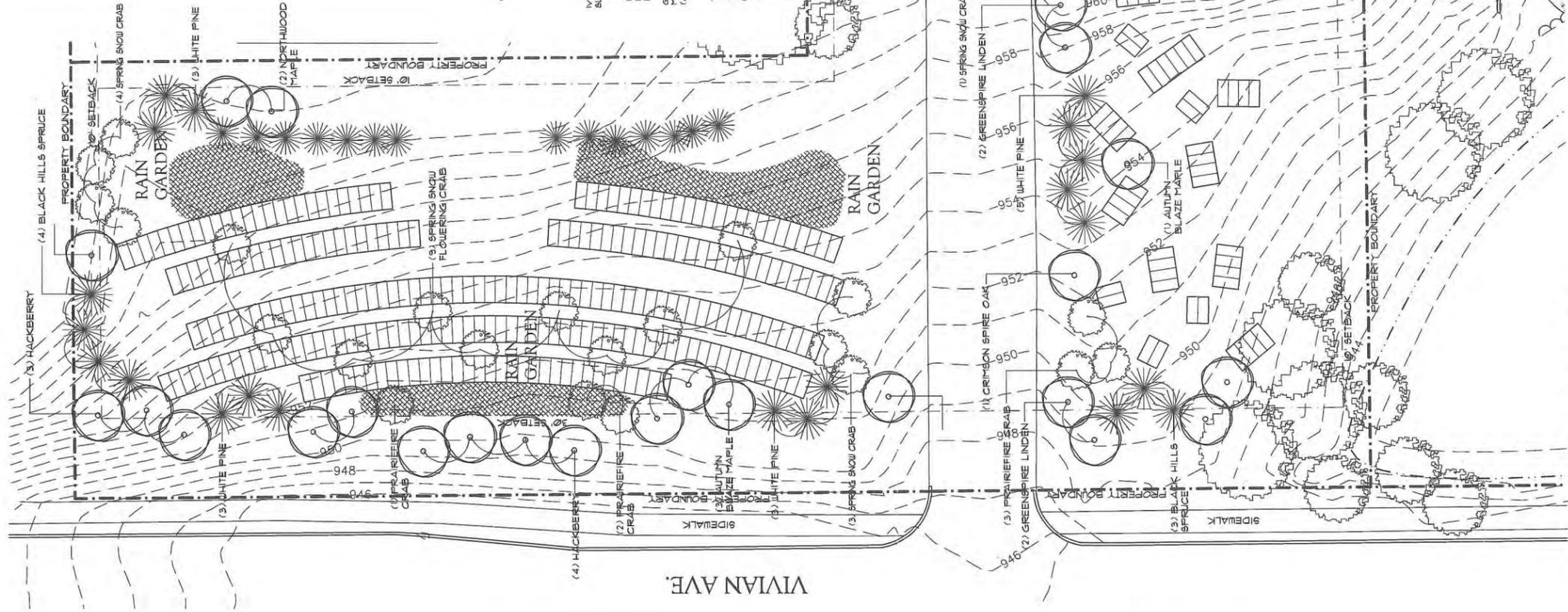
NORTH





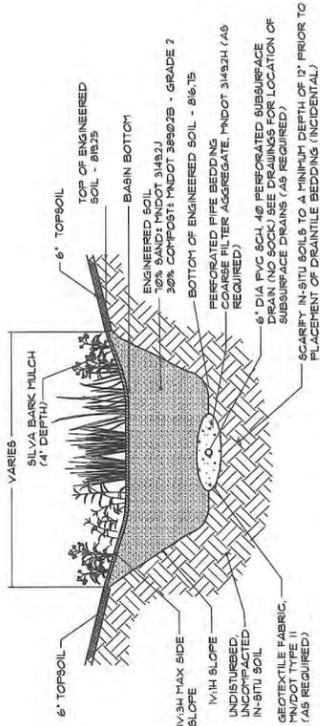
TREE LIST - PHASE ONE

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



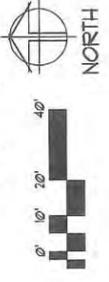
RAIN GARDEN PLUGS (TYPICAL)

COMMON NAME	BOTANICAL NAME	COMMENTS
GRASSES		
LITTLE BLUESTEM	<i>Schizanthus scoparium</i>	1' O.C.
PRAIRIE DROPPED	<i>Sporobolus heterostachys</i>	1' O.C.
FLOWERS		
Echinacea purpurea		1' O.C.
PURPLE CONIFLOWER		1' O.C.
BLACK-EYED SUSAN	<i>Rudbeckia subtomentosa</i>	1' O.C.
NEW ENGLAND ASTER	<i>Aster novae-angliae</i>	1' O.C.
FRAGRANT HYSSOP	<i>Agastache Tomentosa</i>	1' O.C.
PRAIRIE WILD ONION	<i>Allium stellatum</i>	1' O.C.
BUTTERFLY FLOWER	<i>Asclepias tuberosa</i>	1' O.C.
PRAIRIE SMOKE	<i>Gaem triflorum</i>	1' O.C.
WILD BERGAMOT	<i>Monarda fistulosa</i>	1' O.C.



BIORETENTION BASIN (RAIN GARDEN)  
TYPICAL CROSS-SECTION

LANDSCAPE PLAN  
PHASE ONE



April 2013



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

SAINT ODILIA PRAYER GARDEN / CEMETERY  
Shoreview, Minnesota



Date: March 25, 2013  
To: Rob Warwick, Senior Planner  
From: Tom Wesolowski, City Engineer  
Subject: Stormwater Management Report Review Comments  
for the Prayer Garden, Columbarium, and Cemetery,  
Church of St. Odilia, 3495 Victoria Street

The City of Shoreview Engineering Department has reviewed the Stormwater Management Report dated March 2013 and has the following comments:

1. The developer has submitted storm water management calculations for existing and proposed drainage, which meet the requirements of the City's Surface Water Management Plan (SWMP).
2. The proposed project will increase the impervious surface in both areas located north and south of the existing access road.
3. Currently the area north of the access road drains to Vivian Avenue and the south side drains to a storm pond. The drainage patterns will remain the same after the proposed improvements.
4. Three raingardens are proposed for the north area, which will collect and treat run-off from the area. The raingardens will reduce the rate of run-off from the area to a level less than what currently leaves the site.
5. The area south of the access road will drain to the existing storm pond, which will store and treat the runoff. There will be an increase in the volume of runoff from the area due to the added impervious, but it is small and the affect on the pond is negligible.
6. The proposed stormwater management meets the intent of the City's SWMP.

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



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

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**Fwd: Cemetery Impacts on Groundwater Quality**

---

**Kathleen Nordine** <knordine@shoreviewmn.gov>  
To: "WARWICK, ROBERT" <rwarwick@shoreviewmn.gov>

Wed, Apr 17, 2013 at 11:49 AM

----- Forwarded message -----

From: **Convery, Michael (MDH)** <michael.convery@state.mn.us>  
Date: Wed, Apr 17, 2013 at 11:48 AM  
Subject: Cemetery Impacts on Groundwater Quality  
To: "knordine@shoreviewmn.gov" <knordine@shoreviewmn.gov>

This email is a follow-up to our conversation where you mentioned some concerns have been raised locally regarding potential groundwater quality impacts (and private well impacts) from a proposed cemetery. I am not aware of any documented instances in Minnesota where groundwater quality may have been impacted by chemicals used in preparing bodies for burial. I personally have been involved with a couple areas where I was testing monitoring wells and private wells for another (unrelated) contamination problem, but where the wells happened to be located downgradient from cemeteries. I never detected any chemicals that one might associate with the cemetery.

Many cemeteries have their own wells and water systems for their staff or for visitors. MDH monitors the water quality of these systems if they meet the threshold of being a public water supply and, again, I do not recall ever seeing or hearing of a water quality problem associated with the cemetery itself.

I only vaguely recall one alleged contamination problem elsewhere in the country where they suggested some elevated arsenic levels in groundwater might be associated with an old cemetery. Arsenic was widely used for embalming at the time this cemetery was active. Arsenic is no longer used. But, knowing what I know now of arsenic in the environment, would wonder if it might have been naturally-occurring arsenic, associated with the local geology.

The Minnesota Well Code (Minnesota Rules Chapter 4725) does have a separation distance of 50 feet between a well and a grave, mausoleum, or animal burial. See: <https://www.revisor.mn.gov/rules/?id=4725.4450> (item E.6). This distance was established more as a precautionary and reasonable measure rather to address a known problem.

A couple other factors to keep in mind. First, it seems that most new cemeteries are now highly engineered, particularly for drainage. They are designed to prevent water (both groundwater and surface water) from entering the grave site or vaults. This would greatly reduce the deterioration of the grave and the release of material from the grave. Second, I recently read that over 50% of burials today are now cremated remains, which would not have the chemicals used for preparing the body for burial. I have to say I was a little surprised the percentage is that high, but it would reduce the concern of possible chemical release.

If you need any more information or have any questions, feel free to contact me,

Michael P. Convery, P.G., C.P.G.

**Mailing Address:**

Well Management Section  
Environmental Health Division  
Minnesota Department of Health  
P.O. Box 64975  
St. Paul, Minnesota 55164-0975

**Building Location:**

Well Management Section  
Environmental Health Division  
Minnesota Department of Health  
625 North Robert Street  
St. Paul, Minnesota 55155-2538

**Phone:** (651) 201-4586

—  
Kathleen Nordine  
City Planner  
City of Shoreview  
4600 N. Victoria Street  
Shoreview, MN 55126

651-490-4682  
[knordine@shoreviewmn.gov](mailto:knordine@shoreviewmn.gov)



April 17, 2013

To Shoreview Planning Commission:

This month, officials from Mounds View Public Schools met with representatives from St. Odilia's Parish and the city of Shoreview to discuss the project on St. Odilia's property as it relates to the adjoining property of Island Lake Elementary School.

As School District officials, we passed along concerns we have heard about sight lines related to the proximity of this adjacent property. We also discussed potential noise concerns.

In response, St. Odilia's indicated they were willing to modify their plans by:

- Increasing natural barriers
- Including these additions in the earliest phases of their construction plans
- Pursuing the restriction of ceremonial rifle salutes in sensitivity to both their school and to Island Lake.

We expressed our appreciation for this flexible response and for the neighborly approach taken by St. Odilia's in communicating with us and listening to us. We anticipate their actions will address the concerns brought to us, and we expect to maintain ongoing, cooperative conversations with St. Odilia's and city of Shoreview as the project moves forward.

Sincerely,

Colin Sokolowski  
Director of Public Relations

# March Comments



Robert Warwick <rwarwick@shoreviewmn.gov>

### St. Odilia Cemetery proposal

Ryan and Kristen RUSSEK <krussek@msn.com>

Tue, Mar 26, 2013 at 9:27 PM

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

Hi Rob. My name is Kristen Russek. I am a neighbor and parish member of St. Odilia's Catholic Church. We live about 5 blocks away near the corner of Harriet and Richmond ave (3486 Richmond ave).

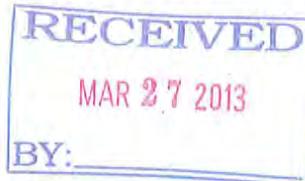
We were unable to attend the meeting tonight so I am writing you to voice my opposition and concerns to the cemetery proposal. I have 2 children who will attend Island Lake elementary school in the the future. I have a lot of unrest with the emotions that may be raised by my children placing a cemetery next to the school playground. Also, they will have to pass by it almost daily as "walkers" to school.

I also have significant concerns of what it will do to traffic around the area. We already see increases of traffic near our home with the multiple church services let alone an increase in traffic from funerals and the cemetery.

As I said, I am a member of the church but I am also a neighbor who plans to live here for a long time. I am against putting this cemetery in the middle of our neighborhood.

Please contact me with any questions.

Thanks,  
Kristen and Ryan Russek



Sent from the Russeks' iPad



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

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## Opposition to St. Odilia Cemetery

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Julie Ogunleye <julie.ogunleye@gmail.com>  
To: rwarwick@shoreviewmn.gov

Tue, Mar 26, 2013 at 5:59 PM

Rob,

Hello, I understand there is a planning meeting tonight to review the St. Odilia proposal for a cemetery and prayer garden. Unfortunately, my family is unable to attend, but I wanted to express to you our opposition of this proposal.

We live on Nancy place just west of the church. We are members of St. Odilia and liked the idea of a prayer garden when we heard about it from the pews. However, it has come to our attention that this will also be a cemetery and we do not support this aspect of the plan.

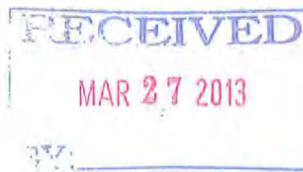
We have a young son who we hope will one day attend Island Lake Elementary. We have daydreamed about how he will walk to school... our dreams do not include him walking by a cemetery to get there. We are concerned about locating a cemetery between two elementary schools and in part of our neighborhood.

Certainly, our concerns also include the effect this proposal could and likely will have on property values on our home and those of our neighbors.

We ask that you do not allow a cemetery to be built at the proposed location, thank you. Please let me know if there is anyone else with the city you recommend we contact regarding this issue, as we want to make sure our voices are heard.

Thank you for your time and attention.  
Sincerely,

Joel & Julie Ogunleye  
3409 Nancy Place





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

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## St Odilia proposal

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Dawn Frandrup &lt;dfrandrup@gmail.com&gt;

Tue, Mar 26, 2013 at 7:21 PM

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

Hello Rob,

My name is Dawn Frandrup. I live in the neighborhood behind St. Odilia (on Richmond Ave), and I am concerned about the proposal to utilize the land between Island Lake School and the pond for a cemetery/prayer garden.

I wish I had learned of this proposal before today, as I would have formally opposed it. I can only hope it is not too late to seek feedback and input from the community which will be impacted by the proposed plans. I find it surprising and disturbing that the majority of the neighborhood was not informed of the proposal. As it appears the proposal was not adequately communicated, it would be a mistake to interpret lack of opposition as acceptance by the surrounding community.

My opposition to the proposal is based on several concerns (which I believe would also be echoed strongly by others in the neighborhood if they were informed of the plans):

- 1) As a mother with school age children who attend Island Lake Elementary, I am concerned about the impact it will have on the children, not only as they walk to school during the week, but during recess and on the weekends when they take walks or go to the park
- 2) Increased traffic - part if the reason we chose to move to this neighborhood was the relatively low amount of traffic. I suspect traffic will increase significantly with funerals and visits to graves. This increases my concerns around the safety of children playing outside and overall safety of the neighborhood.
- 3) Adverse impact on property values. This is a very real concern which has a large impact on residents of the neighborhood.
- 4) Were environmental impact studies completed? Could this have a negative impact on water quality, etc? Could toxins be released from coffins, etc?

Please take these concerns under consideration and advise if there is still an opportunity for the larger community to voice their opinions (opposition or support) related to the proposal.

Thank you,

Dawn





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

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**St. Odelia Cemetary**

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**Christopher Anderson** <christopher.anderson88@gmail.com>

Tue, Mar 26, 2013 at 7:57 PM

To: "rwarwick@shoreviewmn.gov" <rwarwick@shoreviewmn.gov>, "sandymartin444@gmail.com" <sandymartin444@gmail.com>, "emyjohnson26.2@gmail.com" <emyjohnson26.2@gmail.com>, "tquigley@q.com" <tquigley@q.com>, "ady@adywickstrom.com" <ady@adywickstrom.com>, "benwithert@yahoo.com" <benwithert@yahoo.com>

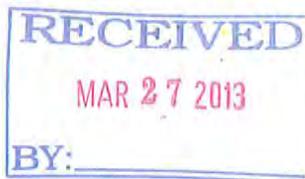
Cc: Frandrup Dawn <dfrandrup@gmail.com>

Hello Rob and Council Members,

My family lives on Richmond Ave. I just received notice today, March 26, of the city council meeting regarding the proposed cemetery to be located on the St. Odelia property. I would like to take this opportunity to voice my opposition with this plan. My wife and I chose Shoreview, and this neighborhood specifically, as a result of our desire to live in a community that values it's homeowners and their families. I strongly believe that the proposed cemetery would have a negative impact on the home values in our neighborhood and that environmental concerns exist. Not to mention the safety impact of increased traffic through the neighborhood and past Island Lake Elementary (where my children attend) which already has traffic safety concerns. My hope is that, although I was unable to attend the meeting tonight, you take into account my opposition to this project. I grew up in Shoreview and have moved back as a result of the quality of life here. Make the decision to protect what has been created.

Best Regards,  
Chris

Sent from my mobile phone.





Patricia and David Evans <rwarwick@shoreviewmn.gov>

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## Cemetery plans

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Pat Dick <patdickevans@yahoo.com>

Thu, Mar 28, 2013 at 8:07 AM

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

Unfortunately I was unable to attend Tuesday's meeting. We live at 3430 Richmond avenue.

I am opposed to this proposal because of the negative impact to surrounding real estate values which impacts the coffers of the city of Shoreview. Additionally I believe it is in very poor taste to locate a cemetery between two elementary schools. It is my understanding that many parishioners of St. O's are against this proposal.

We are very interested in the outcome of this proposal.

Respectfully,  
Patricia and David Evans

Sent from my iPhone

CG 3/24/13



Robert Warwick <rwarwick@shoreviewmn.gov>

## St. Odilia proposed development concerns

bmwmom11@comcast.net <bmwmom11@comcast.net>

Tue, Mar 26, 2013 at 7:20 AM

To: rwarwick@shoreviewmn.gov



Tuesday, March 26, 2013

Dear Rob,

We received the letter from your office regarding the St. Odilia application to develop specific portions of their campus into a prayer garden, columbarium and cemetery.

Some of the concerns that we have are:

1. We feel that having a cemetery and columbarium so close to Island Lake Elementary and St. Odilia schools, playgrounds, soccer fields & single family homes would be highly undesirable and out of place in our neighborhood.

Hundreds of young school children and pre-school children pass by the proposed locations several times each day.

In addition, adults and children who live in the neighborhood heavily utilize the community bike path that passes, literally, within feet of the proposed cemetery.

2. We feel that having a cemetery in our neighborhood would have a negative impact on our home & property valuation.

Has the City of Shoreview and/or representatives for St. Odilia explored the adverse financial ramifications that this type of development would have in this neighborhood?

3. We feel that potential home buyers in & around our neighborhood would be much less likely to purchase a home within such close proximity to a cemetery no matter how cleverly it is disguised/camouflaged by trees, shrubbery or flower gardens.

4. If the proposed development of the prayer garden, columbarium and cemetery is eventually approved by the City of Shoreview, what would the regulations be regarding gravestones and monuments? Flat or upright? What would the size & height limitations be on a columbarium? How would the matter of parking and traffic volume, in our neighborhood, be handled during a burial and procession? Would burials be allowed during school hours?

Perhaps it is too soon to address these questions specifically but they are a sample of the many questions that need to be researched and thoroughly answered regarding St. Odilia's proposed development.

Please acknowledge your receipt of this e-mail prior to the Planning Commission meeting tonight.

Thank you,

3/26/13

Shoreviewmn.gov Mail - St. Odilia proposed development concerns

Jeff & Brenda Washburn  
3479 Vivian Avenue  
Shoreview, MN 55126  
651.483.2474



Robert Warwick <rwarwick@shoreviewmn.gov>

## In opposition against St. Odilia's for a Cemetery/"Prayer Garden" proposal

Jonathan Chen <jchen@liknon.com>

Mon, Mar 25, 2013 at 6:55 PM

To: rwarwick@shoreviewmn.gov



Dear Rob and members of the planning commission:

Per voice mail exchanges and phone conversations with Rob Warwick, for your discussion and consideration, please find below our family's written opposition to the St. Odilia Cemetery/Prayer Garden proposal and questions about the process it followed. We are not conversant in the planning commission processes and thus are writing as concerned long-time residents and citizens of the community.

### Summary:

We strongly oppose this proposal to build a 3,235-body cemetery in the midst of our neighborhood/elementary school zone. Given the little time that we have to react to this proposal, we can only articulate 4 primary concerns:

1. The effectiveness of the public process that the church executed and whether it truly collected representative community sentiment about this proposal
2. The negative impact on the neighborhood kids as they go to/return from their local elementary school
3. The negative impact on property values on the houses in the neighborhood
4. The potential risk to the environment

Given additional time (we only heard about this proposal when the March 14<sup>th</sup> letter from Rob Warwick was forwarded to us in California on March 21<sup>st</sup>), we may be able to identify additional relevant points for discussion. In the meantime, below are the details to the 4 items listed above:

1. Effectiveness of process followed to collect representative community sentiment – our conclusion is that the process was severely flawed in its ability to collect opinions from the relevant community about the proposal
  - a. According to page 4 of Preliminary Plat and Site and Building Plan Review document (dated March 22), "property owners within 350' were notified of the applicant's request. Two comments have been received."
  - b. Many important questions/comments here (edited after conversation with Rob on March 25<sup>th</sup>):
    - i. How many homes were actually contacted? In a call on March 25<sup>th</sup>, Rob patiently explained to me the legally-mandated process that was used to select 30 homes (within 350' of the perimeter of St. Odilia property line) to be contacted. This list was furnished to St. Odilia.

1. Though I understand 350 feet is legally-mandated, for a project such as this that would significantly impact the look/feel/lifestyle/value of the neighborhood, it seems more reasonable to try to actively solicit input from the actual neighborhood that would be affected in addition to using a legally-mandated methodology. For example, the legal process dictated that some homes on the east side of Victoria were notified, but these homeowners would likely have little reason to oppose this proposal since their kids would not walk by the cemetery, they cannot see the cemetery, and their home values would not be affected by the building of the cemetery. On the other hand, 200+ homes on the west and south side of the proposed cemetery whose kids would walk/bike past the cemetery and whose home values would be reduced by the building of the cemetery, were not contacted.
  2. Though meeting the letter of the law, the 30 homes actively contacted are hardly representative of the population that would be impacted by the construction of a 3,235-body cemetery in this neighborhood
    - ii. Rob explained the use of signage on the proposed site to passively help build awareness with the neighbors
    - iii. Rob advised that he was also surprised by the low number of comments from the community regarding this proposal (apparently some proposals about setbacks and fire station changes received much higher responses proportionally) – though Rob and I draw completely different conclusions about why that might be.
      1. Rob's conclusion is that the community has been made aware of the proposal and not enough people cared enough either way to voice their opinions; with the caveat that perhaps people are withholding their opinions for the meeting on the 26<sup>th</sup>.
      2. My conclusion is that perhaps the neighborhood does not fully understand the proposal and its expected impact, or like us, were not aware that it was even in process until the March 14<sup>th</sup> letter from Rob (my parents live in California most of the time now)
    - iv. I don't understand why the SOLE SUPPORTING comment from "Joshua Koepp of 995 Glenhill Road" is included in the packet. Looking at a map, I see that his residence is over a mile from the proposed site of the cemetery. I'm glad he spoke up, but his opinion should not be presented as a voice from the affected neighborhood (which is the impression left when it is included in the packet).
    - v. Fundamentally, it seems like it'd be in the best interest of the petitioner to demonstrate its good neighborly intentions by ACTIVELY inviting the 200+ families in the affected neighborhood to join in the discussion. If the outreach effort succeeds in converting a significant number of the 200+ "no responses" into definitive support or opposition votes, then we can all be more confident that the community has spoken.
- c. Please note that my family and I do not question the sincerity of the St. Odilia proposal nor the legality of the process the City of Shoreview followed; but we do strongly assert that the process was fatally flawed in securing sufficient relevant public opinion (per b(iii) above).
- d. My working definition of "relevant neighborhood" or "affected neighborhood":
- i. Assuming that the behavior of kids going to school haven't changed too much since when I attended Island Lake, kids from as far away as Harriet Court and Arbogast St would walk or bike to school, passing the site of the proposed cemetery.
  - ii. Thus, the relevant neighborhood should be the area encompassed

by Victoria (to the east), Arbogast (to the south), Lexington (to the west), and the northern side of Harriet/Richmond Ct (to the north). By my quick review of the Zillow.com map, it looks to be well over 200 homes. Probably closer to 250. I think reasonable people will agree that taking a <10% sample would not provide a result that accurately represents the neighborhood's opinion.

2. Negative impact on neighborhood kids as they go to/return from school each day

a. I think this will vary greatly depending on the beliefs of 200+ individual families in the neighborhood

i. However, most Asian cultures will find the proximity of a cemetery so close to them extremely off-putting. Their kids (and adults too) will likely feel anxious as they pass by, especially at night.

3. Negative impact on property values

a. I don't recall seeing a projection in the packet – please advise if there was a business case completed to assess the magnitude of property value reduction and impact on community and property tax receipts (and corresponding offset by gains in sales tax paid by St. Odilia – assuming there's tax assessed for selling the 3,235 plots).

b. Quick online research found a 575 single-family home transaction study performed in OH in 2010 by Larsen, James E.; Coleman, Joseph W. on the impact of a nearby cemetery on property values. I've excerpted some of the authors' findings below:

i. There are also potential disadvantages associated with close proximity to a cemetery. Cemetery workers, visitors, or trespassers may create noise disturbances. The relatively pleasing vista previously mentioned may be compromised if the cemetery falls into disrepair or if trespassers vandalize it.

Potential physical dangers to people residing in close proximity to a cemetery include poisoning and disease. Spongberg and Becks (11) reported that cemeteries may release hazardous chemicals and metals into surrounding soil and ground water. Possible contaminants include arsenic and mercury, which were used in past embalming practices, or formaldehyde used in current embalming practices; and varnishes, sealers, and preservatives used on wood coffins, or lead, zinc, and copper from metal coffins.

Vezzani (12) asserts that mosquitoes are the most medically important insect vectors of disease. He also concludes that cemeteries are highly suitable habitats for artificial container-breeding mosquitoes due to the great availability of the different resources that they need (i.e., sugar substances, shelter, and water-filled containers).

Finally, there are psychological factors associated with cemeteries that may negatively impact some people. The sight of a grave being dug or an interment service can put a damper on a party being held at a residence with a cemetery view. For some, the sight of a cemetery or of tombstones may be upsetting, and for others, knowing that the cemetery is close may be disconcerting.

Each of these factors may influence potential purchasers who may lower their bids or refuse to make offers on properties with cemetery views. Larsen and Coleman (13) report moderate, but statistically significant selling price effects for residential properties that were classified as psychologically impacted for reasons other than the property's proximity to a cemetery.

Casual examination of cemeteries in the U.S. Midwest results in several observations that are consistent with the notion that cemeteries may negatively impact the value of

nearby single-family houses. First, cemeteries tend to be initially situated remotely from residential properties. Second, in recent years when residential development has occurred in close proximity to a cemetery, developers have shown a propensity, where possible, to leave a wooded buffer zone between the cemetery and the residential development. Finally, houses constructed in close proximity to an existing cemetery are rarely, if ever, high-end properties.

ii. The advantages the authors found were about having open space nearby (which already exists) and security from future commercial/residential developments (which already exist). The complete report including lots of statistics, can be found here: <http://www.thefreelibrary.com/Cemetery+proximity+and+single-family+house+price.-a0220765045>

iii. Ultimately, it may be less about the selling price (though the study found a 10% reduction) and more about longer time on market before finding the smaller subset of suitable buyers – e.g., a buyer who doesn't care about having a cemetery nearby. I didn't review the statistical calculations or the study protocols and thus am simply assuming that it is a published, peer-reviewed study.

4. In the packet, I didn't see an environmental impact report. I did see a note on p.2 of Sanders Wacker Bergly's SITE AND BUILDING PLAN REVIEW document that "there are no environmentally sensitive areas on the site." Reading about the chemicals that can be released from cemeteries (per Larsen and Coleman's findings above) does raise a concern for me. If other citizens share this concern, perhaps an environmental impact study should be commissioned by the petitioner to assuage these concerns?

Finally, I thank Rob for taking time to explain many of the details of the process to me. I thank the commission for taking these questions and comments into consideration when evaluating this proposal. And I assert our family's strong opposition to this proposal and strongly encourage the commission and the petitioner to gather more data to make a more informed decision for the benefit of the community: actively collect more opinions from our affected neighborhood, conduct an environmental assessment, and conduct a financial impact study (business case). Unfortunately, we are not able to fly back for the meeting on the 26<sup>th</sup>, I hope you will be able to read this to the audience or to pass out copies to the audience.

With respect and best regards,

Jonathan Chen, for Chen Family

867 Harriet Ave.

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



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

March 14, 2013

REQUEST FOR COMMENT

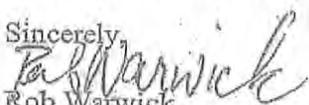
Dear Property Owner:

The Church of St. Odilia has submitted applications for the property at 3495 Victoria St. N. The Church proposes to plat the entire Campus, creating one lot on the west side of the property that is proposed to be developed with a prayer garden, columbarium and cemetery. The area will be developed in phases starting with the pond area on the south and ending with the area west of the soccer field. There is no predetermined timeline for the phasing, which will be determined by the need for added space. Cemeteries are permitted in the R-1 Zoning District as a Public/Quasi-public use, subject to Site and Building Plan Review by the City. Please see the attached plans.

The Planning Commission will review the applications at their March 26, 2013 meeting which will be held at 7:00 pm in the City Council Chambers, City Hall, 4600 N. Victoria Street. You are welcome to attend. Also, you are encouraged to fill out the bottom portion of this form and return it to by Thursday, March 21<sup>st</sup> if you have any comments. Comments received after that date but before the meeting date will be distributed at the Planning Commission meeting.

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:

I would like to express my support for this project. After reviewing the master plan blueprint, I think this development would be a beautiful enhancement for our neighborhood. The layout and landscaping appear to be very respectful of neighboring properties. I believe that sacred spaces are very important for communities, especially when they are well designed, landscaped and cared for. Since prayer and meditation are very important to me, I would definitely use the prayer garden regularly. That the prayer garden would also be a burial place only enhances the appeal of this project for me. I find places of burial to be very meaningful spaces to remember lives well lived and contemplate on how to live well in the present.

Name: Joshua Koepp

Address: 995 Glenhill Rd., Shoreview



Request for Comment for: Saint Odilia Prayer Garden / Cemetery

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## Request for Comment for: Saint Odilia Prayer Garden / Cemetery

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Herbert Chiou <herbert.chiou@gmail.com>  
To: Rob Warwick <rwarwick@shoreviewmn.gov>

Wed, Mar 20, 2013 at 12:01 PM

Dear Rob,

I have heard about this proposed development through a website called "Nextdoor - Southern Shoreview / Arden Hills" as I am currently out of the country on vacation for a few weeks. I would like to provide some comment on this proposed development. From what I have read online, there is something that bothered me about the way the church is going about doing this.

Here is the link to the Saint Odilia's bulletin from 10th of March: <http://content.seekandfind.com/bulletins/02/0021/20130310B.pdf>

There is a section that says:

### ST. ODILIA PRAYER GARDEN UPDATE

Will the Prayer Garden be a cemetery?

Yes, the Prayer Garden will be a cemetery as it will contain columbaria with niches for cremated remains as well as graves for traditional body burial. It will however be called the St. Odilia Prayer Garden, and NOT St. Odilia Cemetery for a variety of reasons. Because of the design itself and the fact that any grave markers will be flush to the ground (flat) it will have a feel of a garden rather than a traditional cemetery. We hope this sacred space will invite people to spend time in reflection and prayer as they enjoy the presence of God in a beautiful natural surrounding.

Why are they avoiding the use of the name Cemetery? I feel there might be a good chance that if the children who attends the Island Lake Elementary knows about a cemetery is next door, they might be spooked out about it. My daughter starts kindergarten there in September this year. She probably would avoid walking past the area on the way to school if the cemetery is there. I know at least a few adults who would also avoid the area.

By definition it will be a cemetery, even if it has a feel of a garden. Would more people be opposed to this development if it is called the St. Odilia Cemetery compared with their preferred name of St. Odilia Prayer Garden?

I don't know how wide spread the notice was given, but it was given to the property owners - was it sent out to parents/teachers of students of the school for their comments?

Thank you for your attention.

Regards,  
Herbert Chiou, Ph.D. MRACI C Chem.  
1037 Cottage Place,  
Shoreview, MN 55126

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



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

March 14, 2013

**REQUEST FOR COMMENT**

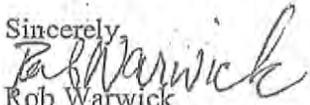
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If you would like more information or have any questions, please call me at 651-490-4681 between 8:00 a.m. and 4:30 p.m., Monday through Friday. You may leave a voice mail message at any time. I can also be reached via e-mail at [rwarwick@shoreviewmn.gov](mailto:rwarwick@shoreviewmn.gov).

Sincerely,

  
Rob Warwick  
Senior Planner

Comments:

This cemetery is just beside Island elementary school and kids are in the ages of being frightened by death,

at least my son is. The kids may feel not comfortable if they see those graves and funeral from classrooms and playground.

The school playground is right on the north of the planned cemetery and a soccer field is right on the east of it. The Vivian Ave is on its west side where school buses park everyday morning and afternoon. Considering the noise around this planned cemetery, I don't think it is a good place for the dead to rest in peace.

The cemetery is so small, about half of a soccer field. And with kids around it all the time, please consider if it has to there.

Name: Jianying Li  
Address: 3504 Richmond Ave, Shoreview

# April Comments



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

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## St Odillia's Cemetery Proposal

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Robin Timmons <leslieloo.55@gmail.com>  
To: knordine@shoreviewmn.gov, rwarwick@shoreviewmn.gov

Tue, Apr 16, 2013 at 3:28 PM

April 16, 2013

To whom it may concern,

I am opposed to St Odillia's proposed cemetery on the Vivian side of their property. The following are my concerns.

- Inappropriate plan for the available acreage in a fully developed neighborhood
- Lack of buffers, screening and boundaries between the school and neighborhood property
- Despite the flush markers memorials to loved ones are not (see attached photos)
- Use of heavy machinery to dig graves on Vivian (weight, accessing hill, noise)
- Water run off and possible compromise to the existing hill as more in ground burials take place
- Aesthetics to the neighborhood. St Odillia's church and school do not have this as part of their visual landscape. The church and school are on the Victoria side of their property.
- Funeral processions parking on Vivian and Harriet (St Odillia and non-church burials)
- I question the reality of the funeral procession actually walking from the church to the cemetery in inclement (rain, snow, ice) weather. Accessing the hill is also questionable for people with mobility issues.
- Impact on property values
- The impact of selling a house that was purchased prior to a cemetery built in the neighborhood (time on market, property value, marketing the neighborhood etc.)
- Already high use area with schools, school functions, sports events, community events, park and recreation programs, etc.

I am attaching photos from two cemeteries that use flush markers. As you can see the flush markers really don't matter once the memorials are added. The cemeteries are Epiphany Cemetery (the green grass one) which is part of the church property at Epiphany Catholic Church in Coon Rapids. The other photos are from Newport Cemetery in Newport MN. This cemetery is on a hill. The proposed cemetery does adversely impact the existing neighborhood. The concerns from the people who live in the neighborhood should be seriously considered by the planning commission and the city council.

Thank you.

Robin Timmons

3456 Milton St No

Shoreview MN 55126

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**3 attachments**



**Cemetery pics1.jpg**  
1684K



**Cemetery pics.jpg**  
1837K



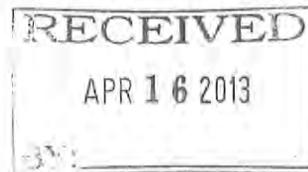
**Cemetery.jpg**  
204K

**Other**

Other concerns expressed at the March meeting included noise, traffic and environmental impact. The Church has indicated that they will implement operating rules for the prayer garden and cemetery that will address these items.

The Planning Commission will review these applications at their **April 23, 2013** meeting which is held at **7:00 pm in the City Council Chambers, City Hall, 4600 N. Victoria Street**. You are welcome to attend. Also, you are encouraged to fill out the bottom portion of this form and return it to me by **Thursday, April 18<sup>th</sup>** if you have any comments. Comments received after that date but before the meeting date will be distributed at the Planning Commission meeting.

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). Please note that the Planning Commission agenda and packet should be posted on the City website, [www.shoreviewmn.gov](http://www.shoreviewmn.gov), on or around April 19<sup>th</sup>.



Sincerely,

Rob Warwick  
Senior Planner

**Comments:**

Planning Commission,  
I believe the Shoreview community should have a place where our loved ones can be buried. Whether that is in ground grave or in columbarium it sure would be nice not having to go to an out of the community site to visit your loved ones grave site. I have all the confidence that this cemetery would be an asset for the Shoreview community. St. Odilia Church will want to maintain it as a beautiful and respectful place for all. I understand it would be available for all to use.

Name: Bob Eubank  
Address: 14 Ridge Rd.  
North Oaks, MN. 55127

A member of St. Odilia Church.



Robert Warwick &lt;robert.warwick@shoreviewmn.gov&gt;

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## Comments on St. Odellia plan for cemetery and prayer garden

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Kent Olson <kdolson.home@gmail.com>

Wed, Apr 17, 2013 at 9:34 PM

To: rwarwick@shoreviewmn.gov

Dear Mr. Warwick and the Planning Commission,

Thank you for the opportunity to comment on the plans for cemetery and prayer garden by St. Odellia.

We are opposed to locating the cemetery in an established residential area especially in a site so viewable from the established residential area.

The residents will have the view of the cemetery, not the church. Screening by trees and other landscaping will not remove all view of the cemetery. The cemetery will be visible from several directions in the residential area. The cemetery is on a slope so trees along the street will not obstruct the view of the top even when fully grown. Deciduous trees will not screen the view for several months of the year.

Traffic will increase through the residential and past the school regardless of the planned operational plans put in place by the church. Noise will increase.

Saying the south side will be developed first and that full development of the cemetery will span 100 years should not allow it to be developed now. Future residents will also have to view the cemetery if developed. We speak for these future residents now and urge you to not allow the cemetery to be developed.

This plan is for a large, dense cemetery. It needs to be viewed as a large, dense cemetery plan, not a prayer garden plan. We did not see the word cemetery nor its size mentioned in early communications. Since it so large and dense, the cemetery plan should not be minimized by giving it second billing in the church's description.

Thank you again for the opportunity to comment. Luckily our neighbors told of this opportunity. For some reason, we did not receive your letter dated April 12, 2013, even though we live close to the church and property. We drive on Harriet and Vivian several times a day.

Thank you for your time.

Sincerely,

Kent and Linda Olson  
3468 Nancy Place  
Shoreview, MN



Robert Warwick <rwarwick@shoreviewmn.gov>

## Request for Comment for: Saint Odilia Prayer Garden / Cemetery (for 23 Apr 2013)

Herbert Chiou <herbert.chiou@gmail.com>  
To: Rob Warwick <rwarwick@shoreviewmn.gov>

Thu, Apr 18, 2013 at 12:48 AM

Dear Rob,

Thank you for preparing the information and collecting comments for the proposed Saint Odilia Prayer Garden and Cemetery. After attending last month's commission and reading the additional information provided by the applicant, I would like to submit my comments for the Planning Commission to consider. I understand the commissioners are busy so I tried to make it as short as I can but there are a lot of points to address.

My family (along with a number of residents in the close vicinity of the proposed site) are opposed to the proposal and here are my own reasons that I would like the commissioners to consider:

### \* Concerns for children's (or even adults) safety

- Saint Odilia does not wish to establish fences but to provide more screening between Island Lake Elementary and the site, they are proposing to use more trees and vegetation. Would this provide hiding spots for potential predators? Could a potential predator pretend to be a visitor and then turn to follow their potential victim? A fence could potentially be a deterrent or at least slow them down.

### \* Potential damage to the playground retaining wall of Island Lake Elementary

- It is noted that along the boundary of the site is the retaining wall of one of the playground for Island Lake Elementary. In the proposal, there is a Black Hills Spruce right next to the boundary on the north end. Could the root system cause damage to the wall, and causing structural damage? It has been observed that with some properties, driveways gets damaged by the roots of nearby trees that was planted close to it.

### \* Potential impact to the environment

- One of the items brought up in the March discussion is the concern in leeching of chemicals, but this information hasn't been shared in this request for comments. Following the line of thought of the tree roots causing damage, it is noted that in the mailed proposal, there are trees on-top of burial sites. Would the trees be planted after the burial or before - or would it be moved for the burial then replaced? Is there a potential that the roots of those plants could reach the caskets and cause damage? As the site is on an incline, some of the burial sites might be at the same level as the where tree roots could migrate.

- Not all caskets are designed to be water-tight and prevent chemicals from leeching. Here is link to the reference for the **Code of Federal Regulations (16 CFR part 453 - Funeral Industry Practices)**: <http://www.ftc.gov/bcp/rulemaking/funeral/16cfr453.pdf> for easier access should you need to verify the points shown below.

From **Minnesota Funeral Directors Association's FAQ**: <http://www.mnfuneral.org/i4a/pages/index.cfm?pageid=3295>

"Is there a law that requires caskets to be placed in vaults prior to burial?"

"No, there is no such law."

Earlier (on the same webpage), they defined "vault" as: Outer Burial Container ("Vault"). This means one could request a burial without an outer burial container.

From **FTC's Consumer Information for types of Funerals**: <http://www.consumer.ftc.gov/articles/0302-types-funerals>

## Direct Burial

The body is buried shortly after death, usually in a simple container.

From **Avon Coffin Works** (a Minnesotan hand crafted coffin company)'s **Fact & Laws**: <http://avoncoffinworks.com/pages/Facts%20%26%20Laws.html>

\* You have the right to furnish your own casket or urn and ALL funeral homes MUST use it.

\* Funeral homes cannot charge you extra because you did not purchase (sic) a casket or urn from them. This right is guaranteed by the US Government under the Federal Trade Commission Rule 16 C.F.R. Part 453, also known as the Funeral Rule.

From **FTC's Consumer Information for The FTC Funeral Rule**: <http://www.consumer.ftc.gov/articles/0300-ftc-funeral-rule>

The Funeral Rule, enforced by the Federal Trade Commission (FTC), makes it possible for you to choose only those goods and services you want or need and to pay only for those you select, whether you are making arrangements when a death occurs or in advance.

Although it is possible to purchase vaults that are well sealed from water, those typically are significantly more expensive but a cemetery can not force the use of those vaults - they could require the use of a vault to prevent caving in of a plot and even then one could choose to use a sectional liner where (quoted from Paul G. Huffman, a grave digger, <http://www.funerals.org/frequently-asked-questions/burial/75-word-about-burial-liners>):

A "sectional" burial liner is assembled in the grave by hand. It consists of six sections. Each section is only about 1¼ inch thick and constructed of concrete reinforced with thin, chicken wire. These panels are grooved to help hold the liner together when assembled. It's about as water proof as a colander and as secure as stacking playing cards in the wind. What really hold these liners together is the dirt the grave diggers pack in around them. If you were to assemble one of these above ground, the slightest touch would topple it.

### \* Effectiveness of planned rain garden

- A good rain garden (this design shown in the cross-section looks to be good) would need to be about 20-30 % of the catchment area to be effective (reference: <http://www.rainscaping.org/index.cfm/fuseaction/home.sizecalculator/index.htm>). From this plan, it looks like the rain garden might be around 15-20 % of the proposed site, but they are forgetting about the catchment area from the soccer field that will flow down into the proposed site and overwhelm the rain garden. Currently there are neighbours who has excess water in their streets after a heavy rain event because the soccer field and car-park are not able to quickly mitigate the rain. In addition, it appears parts of the proposed rain garden will be covered with a footpath (East side footpath), further reducing the effectiveness of the rain garden.

### \* Potential impact on traffic from processions and visitors

- It is noted that Saint Odilia will be implementing operating rules but how would it be enforced? Will they be hiring security to ensure visitors don't come during certain hours? If the rules are broken, are the visitors banned from visiting their loved ones? There is limited parking on the street they could easily be taken up by visitors, considering that even just the South site will have 1889 (1841 columbarium + 48 burial) spots (or a total of 3235 including the North site). More traffic makes the crossing less safe for all walkers (including adults).

### \* Potential impact of noise

- Earth moving equipment will generate noise when they are preparing a site for burial. How would the periodic noise disturb the students in class or the residents? Would these types of equipment be used?

### \* Potential impact on diversity of the City of Shoreview

- Based on people's culture, religion and beliefs, it could impact the diversity make-up of the City of Shoreview. People choose cities based on what is there - such as school district, services and perhaps the presence of cemeteries. At the March discussion, I brought up the point on how my family searched for a property that is NOT near a cemetery (which seemed to be ignored by not being discussed or even acknowledged). This impact a lot of Asians, and especially those who either believe in Feng-Shui or those who follow the Hindu religion. One must also point out that not all believers in Feng-Shui or Hindus are Asians, nor are all Asians believers of Feng-

4/18/13

Shoreviewmn.gov Mail - Request for Comment for: Saint Odilia Prayer Garden / Cemetery (for 23 Apr 2013)

Shui. Should this application proceed to actual development, families such as mine would be moving when we can find another appropriate home - impacting the diversity of the city.

Thank you for your attention.

Regards,  
Herbert Chiou, Ph.D. MRACI C Chem.  
1037 Cottage Place,  
Shoreview, MN 55126

In my opinion, I think it is a very bad idea to put a new cemetery into an existing residential neighborhood next to school playgrounds.

My major concern is aesthetics. The proposed cemetery will be on the side of a hill facing a street that sees a lot of school and neighborhood traffic. Even though some screening is proposed, the flat grave markers and memorials (flowers, wreaths, etc.) will be visible and visually unappealing. Some of the proposed screening is deciduous trees that provide screening less than half the time because they drop their leaves. Imagine what the hillside will look like in the spring...mounds of dirt covering winter dug graves, dead wreaths and plastic flowers in tipped over pots. Next imagine the hillside in August...a checkerboard of either dead or bright green sod covered graves, dead bouquets of flowers and wind chime memorials on a west facing hillside of burnt out grass. Lovely, isn't it?

I think that the aesthetics of the proposed cemetery should be debated with the same (or more) vigor the board uses to debate an electronic sign or the lettering on an existing gas station awning.

What ordinances would be enforced to keep the cemetery in tip top shape? The current ones for residential property are not adequate – if this cemetery is forced into a 40 year old neighborhood, it should be held to a higher standard.

I think the topography north of the driveway is not meant for a cemetery because of the steepness of the hill. The north section is also too close to the Island Lake Elementary School playground and the St. Odilia playground. Imagine a graveside service on the north end of the cemetery...a tilted tent, leaning chairs, a crying widow, screaming kids, an errant kickball and an elderly man falling down while navigating the slope.

Kids exposure to death should be handled within a family. I don't think kids from ages 5 to 13 should be exposed to funerals without their families available to answer questions and explain what is going on.

I also have concerns about St. Odilia's motivation for this project. My concern is they are just in it for some quick cash. They will sell a large number of plots (a St. Odilia friend of mine thinks that with the size of the church, they could sell all the spaces in a year or two), pocket the cash and then sell the cemetery to a cemetery management company. Without a vested interest in the land on the back side of their property, they will not care when the area falls into disrepair because of the new owners lack of upkeep.

Since this is the first cemetery in Shoreview, maybe the city needs to take a step back and study the situation. Is the cemetery necessary? How many new cemeteries have been put into existing residential neighborhoods in the last 10 years? Will the city have to regulate the cemetery? What will the city do when other churches propose cemeteries?

There are alternatives. If the church must have a cemetery, why not put it on the Victoria side? This location is flatter and far away from the playgrounds. Funerals will also not interfere with St. Odilia students recess because the procession from the church to the cemetery will be going away from the playground. Another area would be the woods on the south side of the church. Maybe they could do a land swap with the city...the vacated Cottage Place street property for the hill on the north side of the driveway. I think the best alternative is to abandon the project and go back to the drawing board.

Steve Petersen  
3516 Nancy Place



The view from Harriet facing east.  
This is the view neighbors will see when leaving the neighborhood.  
A columbarium is proposed to be where the shed is at the top of the hill.



- The view from Vivian and Harriet facing northeast.
- The hill is so steep that you can't see the school.
- See the kids playing on the Island Lake Playground?
- See the water running down the hill?
- See how much screening deciduous trees provide?



The view from Vivian and Harriet facing southeast.  
The hill is so steep that you can't see the church.  
See the the St. Odilia playground?



Here is a cemetery with flat grave markers.  
How would this look on a hillside facing a street?

February 27, 2013

Fr. Phillip Rask, Pastor  
Catholic Community of St. Odilia  
3495 N. Victoria Ave.  
Shoreview, MN 55126

Dear Father Rask,

We've read about your plan to develop a Prayer Garden on the west side of the St Odilia campus. Jean & I want to offer our enthusiasm and financial support to your endeavor.

We were unable to attend the Feb. 26 presentation, but I've been briefed by your Jeanne Schaaf. What a wonderful idea! I am 75 years into my life's journey. It began at St. Columba and will hopefully end in the Prayer Garden of St. Odilia. The Bacig family has resided on Lake Owasso for 55 years and attended St. Odilia for most of them. We have two grandchildren attending your wonderful school. We are quiet but proud parishioners. In our opinion, the Prayer Garden will enrich and complete the St. Odilia community.

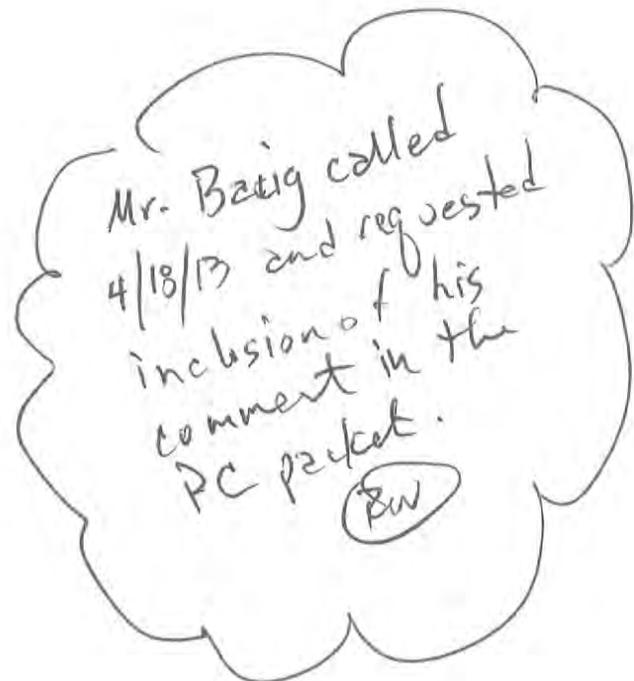
God bless your efforts and count on our support.

Sincerely,



Lou & Jean Bacig  
408 Horseshoe Dr.  
Shoreview, MN 55126

Cc: Jeanne Schaaf - Project leader



Mr. Batig called  
4/18/13 and requested  
inclusion of his  
comment in the  
PC packet.  
RW



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

## comments on revised plan - environmental concerns are still paramount

Jonathan Chen &lt;jchen@liknon.com&gt;

Thu, Apr 18, 2013 at 3:01 PM

To: rwarwick@shoreviewmn.gov

Cc: herbert.chiou@gmail.com, Steve Petersen &lt;steve\_petersen@comcast.net&gt;

Dear Rob and Planning Commission:

I am writing to oppose the proposed St. Odilia Cemetery & Prayer Garden.

Unfortunately, it seems that our concerns about the proposed cemetery's environmental impact has not been clearly addressed. Excerpting from the letter sent by Rob (dated April 12, 2013), in the **Other** section: "Other concerns expressed at the March meeting included noise, traffic and environmental impact. The Church has indicated that they will implement operating rules for the prayer garden and cemetery that will address these items." It's not clear to me how "operating rules for the prayer garden and cemetery" will address the environmental concerns caused by the use of carcinogenic chemicals and materials in embalming bodies and burying these bodies.

A quick search online finds that many people and governments are concerned about potential contamination from the release of chemicals from decaying (embalmed) human remains and buried caskets over time. I've added my commentary below the relevant links:

### 1. published by World Health Organization: THE IMPACT OF CEMETERIES ON THE ENVIRONMENT AND PUBLIC HEALTH

[http://whqlibdoc.who.int/euro/1998-99/eur\\_icp\\_ehna\\_01\\_04\\_01\(a\).pdf](http://whqlibdoc.who.int/euro/1998-99/eur_icp_ehna_01_04_01(a).pdf)

This is a good introduction into the issue. It talks about the decomposition process and what chemicals are released. Formaldehyde is the chemical used to embalm corpses. It is carcinogenic and is the one I worry about. The WHO study also looks at soil types and their relative interactions with viruses and bacteria - clay was found to be not helpful in neutralizing viruses vulnerable to desiccation. I believe clay is the dominant soil in our area, thus we should be especially concerned. The report concludes that the risk of pollution exists and proper management is required to manage that risk. One important point is that "A cemetery should not be located in the lowest part of an area where the rainwater runoff collects and the infiltrated water comes into contact with interred remains." Contradicting this point, the St. Odilia proposal plans to locate the cemetery at the bottom of the hill, near a pond – which should raise a major warning flag.

### 2. study cited by the OH researchers in 2010:

<http://link.springer.com/article/10.1023/A:1005186919370>

This link goes to an abstract of the study, which concludes: "This study warrants a concern for the quality of soil, groundwater, and nearby surficial water systems." Again, there is a pond in the planned cemetery and we should be concerned about the prospective negative impact of this proposed cemetery.

### 3. guidelines published by UK's Environmental Agency in 2004

Assessing the Groundwater Pollution Potential of Cemetery ...

[www.eppingforestdc.gov.uk/.../37-contaminated-land-dc?...gr...File Format: PDF/Adobe Acrobat - Quick View](http://www.eppingforestdc.gov.uk/.../37-contaminated-land-dc?...gr...File Format: PDF/Adobe Acrobat - Quick View)  
[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk). Assessing the Groundwater Pollution. Potential of Cemetery Developments. Science Group: Air, Land & Water ...

2 interesting points that I found. One, the report lists a thorough process for assessing the risk of pollution/contamination. This might be useful if the commission asks for an environmental impact study. Two, it talks about formaldehyde and how it breaks down over time. Basically, it breaks down relatively quickly, such that after 4 years, there's little left to measure - thus any studies which focused on inactive cemeteries (e.g., there was a 1992 study in Canada that sampled cemeteries where their last burials varied from 8-100 years before the study) cannot provide robust insight into the harmful effects of formaldehyde upon the environment. However, formaldehyde is carcinogenic and US EPA has strict guidelines for both airborne and water-borne quantities.

Also in the April 12 mailing from Rob is a diagram drawn by the landscaping firm. It seems to add 3 bioretention basins around Phase 2 burial plots. From the diagram, I do not see any of these "Rain Gardens" arrayed around Phase I plots. Again, I don't find these measures sufficient to mitigate the environmental and health concerns that this cemetery proposal contains. Assuming that these Rain Gardens are intended to prevent the leeching of carcinogenic chemicals into the local watershed and soil, why are they not planned for Phase I?

Again, a quick online search shows that bioretention basins are designed for stormwater runoff management – typically used in and near parking lots. [http://www.stormwatercenter.net/Assorted%20Fact%20Sheets/Tool6\\_Stormwater\\_Practices/Filtering%20Practice/Bioretention.htm](http://www.stormwatercenter.net/Assorted%20Fact%20Sheets/Tool6_Stormwater_Practices/Filtering%20Practice/Bioretention.htm) According to the fact sheet, only 1 study had been conducted on the efficacy of bioretention basins in removing pollutants, as summarized in the excerpt below:

Little pollutant removal data has been collected on the pollutant removal effectiveness of bioretention areas. In fact only one study has been conducted (Davis *et al.*, 1998). The data from this study is presented in Table 2.

<b>Table 2. Typical Pollutant Removal Rates of Bioretention Systems</b>	
<b>Pollutant</b>	<b>Pollutant Removal (%)</b>
TSS	81
TP	29
TN	49
NO <sub>x</sub>	38
Metals	51-71
Bacteria	-58

There's no measure of efficacy in extracting the dangerous chemicals, however, it does show a **COMPELTE INEFFECTIVENESS** in reducing bacteria – it seems to produce bacteria instead. Using bioretention basins just doesn't seem like an effective way to address the carcinogenic chemicals present in cemeteries.

Our family is also concerned about the cemetery's negative impact on student safety and property values, however, the negative environmental impact is of paramount concern at this time.

We oppose St. Odilia's cemetery proposal and hope the Planning Commission can compile the definitive set of facts re: prospective environmental impact with which to make your decision.

One question to clarify the planning process, if I may: how much neighborhood opposition does the Planning Commission need to see before deciding that a given proposal does not "foster High Quality development" for the local neighborhood?

Respectfully,

Jonathan Chen, for Chen Family

867 Harriet Ave.



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

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**cemetary proposal**

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Tom and Kay O'Dea <tomkajodea@comcast.net>  
To: rwarwick@shoreviewmn.gov

Thu, Apr 18, 2013 at 3:03 PM

Dear Sir,

I am writing to voice my concern over the proposed cemetary in the area adjacent to Island Lake school.

I am opposed to this for several reasons foremost of which concerns the children. It hardly seems appropriate for burials to be taking place while the children are playing on the swings etc. In addition, the extended time for landscaping etc involved in the project will be a noise and distraction detriment to effective learning atmosphere.

The area is already plagued with water problems and this appears to compound the issue.

Cordially,

Kathryn O'Dea  
925 Arbogast St.  
Shoreview, MN 55126



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

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## Proposed Cemetery

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snmetz METZ &lt;snmetz@msn.com&gt;

Thu, Apr 18, 2013 at 2:05 PM

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

Cc: Darrick Metz &lt;dmetz@wncinc.com&gt;

Dear Rob Warwick-

I am writing with regard to the proposed cemetery at St. Odilia Church. My main concern is with the development of the land adjacent to Island Lake Elementary School. While I can appreciate the Church's desire to provide in-ground burial options for its parishioners and the community, it seems counterintuitive to utilize this very small parcel of land located between two school playgrounds and a soccer field. In addition, the slant of the hill and its location at the intersection of Vivian and Harriet will make the cemetery extremely visible for the residents and those exploring the neighborhood.

As an advocate of property rights I have wrestled with my own feelings on the matter. I have listened to neighbors and friends discuss why they are against the development. I have read the literature on St. Odilia's website, however, I have not met anyone in favor of the development. For my children and other "walkers" it adds additional safety issues. (Walkers are elementary school children not on the bus route due to the proximity of the school and their residence.) Those risks include, increased traffic and more places for predators to blend into the neighborhood. Many parents have expressed grave concern about children watching burials during recess or at after-school care. I understand and can appreciate their concerns. This makes me wonder if a cemetery would negatively effect recruitment for St. Odilia's and Island Lake. What are the city's implicit obligations to help sustain its excellent schools?

Finally, cemeteries do not get relocated. They are forever. For the health and vitality of our schools and the surrounding neighborhoods, please reject the current proposal.

Thank you for your consideration.

Sara Metz  
903 Harriet Avenue  
Shoreview, MN



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

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## St Odilia Cemetery & Prayer Garden

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Jean chastain &lt;jean\_chastain@hotmail.com&gt;

Thu, Apr 18, 2013 at 4:10 PM

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

Cc: ady widkstrom &lt;ady@adywickstrom.com&gt;, "sandymartin444@gmail.com" &lt;sandymartin444@gmail.com&gt;, "herbert.chiou@gmail.com" &lt;herbert.chiou@gmail.com&gt;, "steve\_petersen@comcast.net" &lt;steve\_petersen@comcast.net&gt;

Mr. Warwick, I live in the neighborhood near St. Odilia. I walk the sidewalk on Vivian Street with my dog regularly. The hill area of that property has a current drainage problem. Last summer I would not walk my dog on the sidewalk at the base of the St. Odilia hill because the sidewalk was covered by a green mossy slime. This drainage issue exists from the soccer field at the top of the hill to the sidewalk and drains into the street and then enters the storm sewer.

I recently contacted the Ramsey/ Washington Watershed Office to inform them of the current issues that needs to be resolved before any land use changes should occur which would further deteriorate the area and degrade water quality in the watershed. They have not received a formal, complete report from St. Odilia regarding start date or plans for the property. The preliminary information describes installing rain gardens, drainage tile and piping to contain runoff.

A cemetery would put a significant number of impermeable objects – graves, headstones and paths – on this steep slope and further increase the volume of runoff. The runoff containment steps listed on available documents are not satisfactory to contain the volume of rainwater and snowmelt Shoreview commonly receives. A well-installed rain garden will only contain runoff equivalent to ½ inch rain on a small area. The number and location for installation of drainage tiles is not clear on the information St. Odilia released to the neighborhood or via their website. I did not see piping described in information released.

Neighbors will attend the March 23 Planning Commission meeting due to many concerns about this proposal for placement of in-ground burial on Vivian Street. We would appreciate time on the schedule for comments and questions.

I will be available to further discuss the issue of drainage and water quality impact due to land use changes.

Thank you. Homeowner and Voter on Chatsworth Street since 1989.

Jean Chastain



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

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## Comments for Proposed Cemetery at St. Odilia

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Elizabeth Petersen &lt;petersen\_beth@hotmail.com&gt;

Thu, Apr 18, 2013 at 4:11 PM

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

Hi Rob,

I am planning to attend the meeting on Tuesday to oppose the proposal for St. Odilia's Garden Cemetery.

We have lived in the neighborhood for nearly 4 years now and use Vivian Avenue daily. We chose the neighborhood for its location, proximity to schools, and overall aesthetics with parks, older trees, and nice homes.

I was actually shocked to hear that the St. Odilia Parish believes this is a good idea and a good location to locate a cemetery. My husband and I are opposed to the Cemetery for the following reasons:

- Aesthetics concerns of the cemetery on the neighborhood - Property values have held up fairly well despite the economy however locating a cemetery will negatively impact property values going forward if people see the cemetery from Vivian.
- While our children are not in school yet, when they are they will walk to Island Lake Elementary and the proximity to the school and playground is undesirable.
- The neighborhood already sees a fair amount of traffic with the Schools (St. Odilia and Island Lake elementary) as well as for church services and other activities St. Odilia puts on. There is a concern for the increased traffic a cemetery will produce with processions, funerals, etc.

I sincerely hope that St. Odilia and the City of Shoreview will re-consider this proposal and deny the plans for development. St. Odilia has been a good "neighbor" to have, but again I am shocked that the church and its parishioners feel this is a good location and a good idea. If they put themselves in our shoes would they want a cemetery by their house?

Thanks so much for your time.

Best regards,

Beth and John Petersen  
Cannon Ave, Shoreview



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

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**FW: St. Odilia Columbarium and Prayer Garden**

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Tim Dwyer <tdwyer@tjfans.com>  
To: rwarwick@shoreviewmn.gov

Tue, Apr 23, 2013 at 8:29 AM

Mr. Rob Warwick, Senior Planner

I respectfully request that my comments, below, be included in this evening's content packet for the Shoreview Planning Commission meeting. This request is made at the suggestion of the Catholic Community of St. Odilia.

Thank you,

Tim (and Cheryl) Dwyer  
Shoreview

**Shoreview Planning Commission:**

**I am Tim Dwyer. Cheryl, my wife and I are Shoreview residents; living now in the second house that we have built in Shoreview. Actually, we both grew up in Shoreview, attending Shoreview grade schools and Mounds View High School. So, except for a couple of college years, we have been Shoreview residents our entire lives, raising our family here.**

**We support The Catholic Community of St. Odilia in its application to build a Columbarium and Prayer Garden on their property in Shoreview. We have reviewed the Landscape Artists' plans and find them to be very tastefully designed. Cheryl and I agree in particular with the fact that only flush-to-the-ground grave markers should be allowed. This requirement will guarantee that the "garden" look can be controlled and will be maintained, forever.**

**The Columbarium Walls will enhance the overall flow of the garden experience. St.**

**Odilia obviously desires to be a good neighbor to their Shoreview friends; evidenced by this very thoughtful and professional design. It truly will be a quiet, meditative, memorial space.**

**As life long Shoreview residents we have supported the parks, the bike ways and the Community Center. All of these cultural amenities that make Shoreview our premier community in the Twin Cities in which to live. We now support St. Odilia in giving us the opportunity to remain in Shoreview, eternally. Living here all our lives, we prefer not being forced to have our remains spend Eternity somewhere else.**

Comments submitted for the

May 6<sup>th</sup> Council meeting



Robert Warwick <rwarwick@shoreviewmn.gov>

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## St.Odilia Cemetery

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Mary Lou Metz <maryloumetz@msn.com>  
To: rwarwick@shoreviewmn.gov

Tue, Apr 30, 2013 at 10:35 AM

Mr. Rob Warwick,

I am not in favor of a cemetery going in at St. Odilia's.

Thank You,

Mary Lou Metz



Sunday, April 19, 2013

Mr. Rob Warwick  
c/o Shoreview Village Hall  
4600 Victoria Street North  
Shoreview, Minnesota 55126

Dear Mr. Warwick,

This letter is a follow up after attending the Tuesday evening, April 23,  
Planning Board Meeting .

We finished building and purchased our home at 877 Harriet Avenue forty  
years and one month ago. We have loved living in Shoreview and the fine  
residential neighborhood that we choose to live in.

It is difficult to explain how upset I was with the meeting. The people who  
spoke really said nothing of importance and to place a cemetery in an area  
where children are attending school and concentrating on their education do  
not need the racket and interruptions that a hearse and funeral procession  
would bring into the school yard and the homes surrounding the area.

Along with the neighbors surrounding the area of my home, I cannot  
explain how disappointed we are with the 4 to 3 verdict the council came to.

As we live only two doors away from Vivian Avenue, I am definitely not in  
favor of walking out my front door every day or inviting company to my  
home to look at a cemetery as it is being called.

Thank you for listening to my complaint.

*Dolores Steinbach*  
Dolores Steinbach  
877 Harriet Avenue  
Shoreview, MN 55126



April 31, 2013



To the City Council of Shoreview,

I am opposed to the cemetery proposed on the property of St Odillia's Catholic Church. In your packet you will find my previous letter listing my concerns. I attended both meetings regarding this proposal. I am adding some additional concerns following the second meeting on April 23, 2013.

It was frequently mentioned at the first meeting that the cemetery would be open to the community regardless of a person's faith. At the second meeting we were told the cemetery would only open to those who worship in the Catholic community. I would think this would have been a pretty clear requirement as the church looked at adding a cemetery to their property. What else is not being communicated accurately?

The cemetery is often referred to by the church and landscape architect as park like and peaceful. There is little mention of the items that most concern the neighborhood related to how this will look on a steep hill. I don't think the neighborhood is opposed to a nicely landscaped park or garden. The concerns are with the hard structures. The columbarium's, grave markers, memorial arches that stand six to seven feet tall, benches, walkways, memorials to loved ones and other potential structures that could be added later.

The church addressed the concern related to memorials for loved ones. The plan is to allow memorials only on certain holidays or life events (birthday, anniversary, etc.). Some number of memorials will be on the gravesites throughout most of the year. The landscaping cannot hide the memorials which stand out even more on a hill. A cemetery with good boundaries and screens from the properties surrounding it would not be such an issue. This proposal cannot provide the boundaries or sufficient screening due to limited acreage and the steep hill.

I share the school, environmental and watershed concerns that were voiced by others at the meetings.

I appreciate members of St Odillia's church community who want a place for themselves or their loved ones to be buried. A number of members spoke on this issue. There were many comments on why the neighborhood surrounding St Odillia's should embrace this proposal. This is easy to say by church members who live in other neighborhoods or communities. The concerns do not affect them or their neighborhood.

Thank you,  
Robin Timmons  
3456 Milton St No  
Shoreview, MN 55126



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

## St Odilia Cemetary Project

Tom O'Dea &lt;tomkayjodea@comcast.net&gt;

Thu, May 2, 2013 at 12:47 PM

To: Robert Warwick <rwarwick@shoreviewmn.gov>, sandymartin444@gmail.com, emyjohnson26.2@gmail.com, tquigley@q.com, ady@adywickstrom.com, benwithhart@yahoo.com

Cc: nicolinamom@comcast.net, bmwmom11@comcast.net, Steve Petersen <steve\_petersen@comcast.net>, jean chastain <jean\_chastain@hotmail.com>, onathan Chen <jchen@liknon.com>, timheille@yahoo.com, reneaklein@yahoo.com, gjosterbauer@comcast.net, tomkayjodea@comcast.net, Sara Metz <snmetz@msn.com>, lly hoff <lly\_hoff@hotmail.com>, Tom Timmons <tom.timmons@comcast.net>

Dear Mr Warwick and members of the Shoreview city council,

I write to you to express my concern over the expansion of the St Odilia's prayer garden and columbarium project to include in ground burial plots (the number keeps changing; I have heard as many as 900 and as few as 360). My concern is the possibility (and with the larger number of plots probability) of flooding in the proximity of the cemetary. This issue seems not to have been addressed in the "staff" report that I heard at the last planning committee meeting.

As a long time resident of the neighborhood (over 35 years) I remember the problems that residents have had and continue to have with flooding. As you know, the clay soil of the area is more prone to runoff. Just this spring, rapid snow melt and runoff impacted neighbors near the intersection of Vivian and Arbogast.

As the proposed location of the inground plots is on high ground sloping down to Vivian, it seems to me that the possibility of flooding is increased by taking up to 90,000 cubic feet of soil out of absorption. (900 plots times 100 cubic feet per plot) Even at the lower number of 360 plots, that is 36,000 cu ft. Attempts to prevent pollution by vaults and water tight caskets create a higher probability of increased run off. My concern is that, in the absence of specifics as to the measures taken to prevent this, irreparable harm may be done to a great neighborhood. The burden of proof rests on the proposed project, not the residents affected.

I noted that the people speaking in favor of the project were largely from other areas and believe that, as both a resident of the potentially impacted area and a parishioner of the proposing institution, I can present a balanced view.

So I ask that an analysis of the potential increased runoff and decreased absorption be presented before final decision is reached. A poor decision would cause great harm and is not easily remedied

Yours truly

Dr. Tom O'Dea  
925 Arbogast St  
Shoreview MN 55126  
483-1775





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

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**cemetery proposal**

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Tom and Kay O'Dea &lt;tomkayjodea@comcast.net&gt;

Thu, May 2, 2013 at 11:10 AM

To: rwarwick@shoreviewmn.gov

To: Mr. Rob Warwick

Re: Cemetery proposal

Dear Sir,

I am writing to state my opposition and to voice my concern over the proposed cemetery.

I am joined my several neighbors, long residents of Shoreview, who are also opposed to the proposal for several reasons. (I will cite only two)

1. Environmental impact: I draw attention to an erudite comment by Dr. Jonathan Chen (a PhD in chemistry) who has outlined three studies including one from the World Health Organization identifying the negative impact of cemeteries on the environment.

2. Proximity to Island Lake Elementary school and playground.

As a former elementary and junior high school teacher, I am deeply concerned with the immediate proximity to the play area for children. It is inconceivable that a cemetery would be placed in the direct line of children while going to and from school and going out to play at recess. Many parents do not even allow young children to attend funerals of relatives. The subject of death requires the loving discussion of parent and child.

While in attendance at the last meeting, I listened to people in favor of the burial place. It may possibly be that they have long since forgotten the FEAR that an open grave and/or the constant presence of it engenders in a child. And in addition, these people do not live in the area; some were from Roseville, Vadnais Hts or North Oaks.

I have spoken to some children of various ages and when asked if they would like a cemetery near their playground, the response was a resounding NO. I wonder if the older folks have considered the children at all.

When we purchased our home here in 1977, the attractiveness included proximity to parks and school. Never a mention of a cemetery.

Surely, the planning committee of St. Odilia could consider other alternatives for the property. There are many cemeteries in the area only a few miles away and appropriately located.

Summarily, I am decidedly opposed to a cemetery only steps away from where children play and study. I ask that the committee consider the children who are the future residents of our community.

Thank you for your consideration and attention to this important matter.

Cordially,

Kay O'Dea  
925 Arbogast St.  
Shoreview, MN 55126



To Shoreview City council

Mayor Sandy Martin and

Councilmembers: Emy Johnson, Terry Quigley, Ady Wickstrom, Ben Withhart

(Your website shows 6 people in your council picture but only 5 names are listed)

Subject: St Odilia Prayer Garden

Our names are Carol and Tom Kramer, we live at 4444 Chatsworth St N Shoreview  
651 4819677.

Tom attended the planning commission meeting regarding the proposal for the St Odilia prayer garden. He was extremely impressed with the commission's questions, and concerns. He would hope that all SV citizens would see how well their City Government operates and their dedication for doing what's best for their constituents.

We have lived in Shoreview for over 29 years. Our children have gone to school here, and our 2 grandchildren are now enrolled here. Recently retired, we have considered alternatives to living here, but have no reason we want to move.

Carol is an active Lutheran at Shepherd of the Hills Church, and Tom is involved with his Church, St. Odilia. We are hoping we can be buried here in Shoreview, close to our family and friends.

Years ago St Odilia converted a unused building to Hospice care. This is a benefit to our citizens who may need this care. If you ever are interested, I know they would welcome to provide you with a tour. You would be impressed with the care and surroundings offered.

Now St Odilia wants to complete the circle of life by adding this prayer Garden. We know that St Odilia would not undertake a project like this without considerable thought and input. The Prayer Garden will be a beautiful place for all to enjoy and a benefit to the City of Shoreview.

We are asking you to support St Odilia's application for a Prayer Garden.

Sincerely

Carol and Tom Kramer

*Tom Kramer* 5/1/13  
*Carol Kramer* 5/1/13

02 May 2013

To: Shoreview City Council

RE: Saint Odilia's application for a Prayer Garden / Cemetery.

Dear Mayor Martin, Councilmembers Johnson, Quigley, Wickstrom and Withhart,

As you have been given the planning commission's packets for the past two meetings, I understand that you have read the local community's concerns and issues with the proposed development for a cemetery. Rather than repeating everything I have written in the past packets, I would like to take this opportunity to point out how this development goes against part of the Vision Statement and some of the Guiding Principles in the 2008 Shoreview Comprehensive Plan. I apologize in advance for the length of my comments but there are a lot of issues that need to be brought to your attention with respect to this application.

Before I do that, I would like to be on the record to let people know that I am not someone from overseas just because I may look and talk like one (I had heard hushed comments from the audience about this when I finished making my comments at one of the planning commission meetings). I am an US born US citizen who spent 22 years living, studying and working in Australia. In addition, I am a registered voter and have voted in the previous few elections since returning back to the US to work for a Minnesotan company. Even in Australia I have purchased equipment from two companies located in Shoreview, TSI Incorporated and MSP Corporation.

For quick reference, I have put the Vision Statement and 2 of the Guiding Principles below:

**a) Vision Statement:** The Comprehensive Plan should promote community stewardship. Community stewardship involves managing the City's assets, including community, environment, and economy, to provide a better quality of life for present and future citizens. Community, environmental, and economic assets are often inter-related and complementary. Where management goals conflict, the Comprehensive Plan should seek to balance community, environmental, and economic needs.

**b) Participation and Inclusiveness.** Encourage broad citizen participation to benefit from the knowledge, insights, and support of all local residents. Create a community where people from all backgrounds, cultures, and income levels feel included and welcomed.

**c) Responsibility.** Accept responsibility for the health and quality of the community, and avoid shifting costs to future generations.

With respect to a), I do not feel like the application from Saint Odilia addresses the balance of community, environmental and economic needs. The **environmental** concerns have been brought up repeatedly by many local residents who noted the water run-off issue from Island Lake School through to Lake Judy. The presence of in-ground burials can cause potential leaching of chemicals into the environment. Commissioner Proud in March asked Saint Odilia if the caskets will prevent leachable chemicals into the environment and for them to provide any ANSI or ASTM test methods. The applicants did not respond to that question and I had to answer for them – that there is no ASTM for the burial casket itself although there are different test methods to measure if a material is waterproof. In addition, according to the Code of Federal Regulations (16 CFR part 453), the consumer may not be forced to use a particular

type of casket or vault. It must be pointed out that Mr Bill Sanders, Landscape Architect (according to the 26 March meeting minutes), stated that the "grave sites are 4 feet by 6 feet and are sealed (sic) vaults with no leaking contamination" but does not substantiate this claim when asked.

One of the local residents (Ms Chastain) contacted the Ramsey-Washington Metro Watershed District in mid April to find that Saint Odilia has not submitted a complete report on the plans for the property. Mr Warwick has mentioned that a permit is not necessary but he "does not know if they made a determination about ground water impact" (26 March Meeting minutes).

While it was good to hear Commissioners Proud and Ferrington wanting more information on the environmental impact before making a decision, Commissioner Wenner pointed out that what they are asking for is above and beyond what is required of the applicant. As this point of the April meeting the discussion is closed to public comments so I couldn't object with respect to point c) above in the Guiding Principles. While a more detailed environmental study was not asked of the applicant, by not allowing more time to obtain this information, it potentially can shift costs to future generations if it isn't addressed properly. I work for a company that constantly goes above and beyond what is required by regulations and this makes a difference to people associated with the company.

There are also some **financial/economic** issues with this proposal. If this proposal is approved, an association would be formed to manage the operations of the cemetery. Would Saint Odilia provide financial assistance to the cemetery should it become mismanaged or the association loses board members and cannot function properly? Would new members join the board of the new association as past board members leave? Would Shoreview be one of those reluctant cities to take over a cemetery? One might not think this happens in Minnesota, but an article in the Star Tribune has reported cities such as Minnetonka, Eden Prairie and Apple Valley has adopted cemeteries when associations couldn't maintain them anymore (<http://www.startribune.com/local/west/16167722.html>) . In that article, it points out the issues of Rosedale Cemetery, not too far away from the proposed cemetery in Shoreview, in the 1990s where the most of the board quit and relatives had to maintain the plots themselves until Roseville City and Ramsey County each contributed \$30,000 to the maintenance fund. Is this a financial risk that Shoreview is willing to shift to future generations? Even now, on Oakland Cemetery's website, they acknowledge that "voluntary contributions from the public are still required to meet annual maintenance costs." (<http://www.oaklandcemeterymn.com>)

One question that I brought up was how the numbers does not add up for the forecasted 100 years capacity. There are 3235 combined sites (306 in-ground burial and 2929 columbarium), and for 100 years, this means 32 to 33 funerals per year. Saint Odilia stated that in 2012 they had 60 funerals, and as one cannot force people to be laid to rest in a particular cemetery, does this 100 year forecast suggest that even the applicant does not believe all members of their parish would want to use this cemetery? If even their own parishioners would not want to use this site, how does it benefit the community? We do not have access to the way the forecast was made, but it could provide some insight into what they are thinking in terms of assumptions. In addition, the reason this concept was brought forward by Saint Odilia was that they noticed a number of their parishioners had the ashes of their loved ones at home and recommend that it should be brought to a proper resting place. These would also take up sites in the columbarium. In addition, if the cemetery is open to any member of the Shoreview community (I will come to

that later), there would be more than 60 interments a year, and it would reach capacity faster than 100 years.

In the April planning commission hearing, there it was interesting to observe that those who were in support of this proposal were parish members while those opposed are local residents who physically live close by the proposed site. In addition, a number of those supporting the proposal actually live *outside* Shoreview. We had parish members who are in opposition to this proposal, and those are the ones living near the proposed site. It is easier to support something when it is not in your backyard. This proposal does not have "support of all local residents" (see point b) in the Guiding Principles above)

On this point, by the approval of a cemetery within a developed area with residents of various backgrounds does not "Create a community where people from all backgrounds, cultures, and income levels feel included and welcomed." I have twice brought up the issue of how the presence of a cemetery would impact the diversity of the neighborhood as some people would not live near a cemetery (in March and April), especially those of the Hindu religion and cultures who practices Feng-Shui principles as well as many from the Asian culture. This was not addressed by the planning commission in their deliberations on how to deal with this particular issue.

In addition, there are some conflicting messages about who the cemetery is for. In the notice of public hearing (<http://www.shoreviewmn.gov/pdfs/legal-notices/2013/stodilia.pdf>) the proposal was "To develop a portion of the property with a prayer garden/columbarium/cemetery to **serve the parish**", not to serve the community. This language was not shown in the Frequently Asked Questions (seen in the 26 Mar planning commission packet), where they state that it is not limited to St. Odilia parishioners. Father Rask then in the April meeting made a statement that the Archdiocese advised the parish that the cemetery is **limited to parish members only**. The Archdiocese also advised that to have a columbarium, there must be in-ground burial made available. How would this cemetery benefit the Shoreview community if it is only limited to parish members? How does this create a community where people feel included?

Although I am in opposition to the development of a **cemetery**, I am not opposed to the development of a prayer garden (without in-ground burial or columbarium) with a good rain garden. I believe landscaping would not require the property to be platted and the local neighborhood does require a solution to divert water run-off coming off the site and a larger rain garden would address this. If they were to only do a prayer garden (with no interment of any sort), I am sure there would be strong support for it.

I would be most happy to clarify or respond to any of the points that I have brought up here or in the past should it be required.

Thank you for your attention.

Regards,

Herbert Chiou, Ph.D. MRACI CChem  
1037 Cottage Place  
Shoreview, MN 55126



Kathleen Nordine <knordine@shoreviewmn.gov>

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**Fwd: St. Odilia Cemetery**

2 messages

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**Sandra C. Martin** <sandymartin444@gmail.com>  
To: Kathleen Nordine <KNORDINE@shoreviewmn.gov>

Thu, May 2, 2013 at 9:41 PM

FYI..... it doesn't look as though you were copied on this one.

Sandy

Begin forwarded message:

**From:** "Steve Petersen" <steve\_petersen@comcast.net>  
**Subject:** St. Odilia Cemetery  
**Date:** May 2, 2013 9:33:13 PM CDT  
**To:** <sandymartin444@gmail.com>, <emyjohnson26.2@gmail.com>, <tquigley@q.com>, <ady@adywickstrom.com>, <benwithhart@yahoo.com>  
**Cc:** "Petersen, Steve L" <steve.l.petersen@countryfinancial.com>, "Sarah Petersen" <sarah\_petersen@comcast.net>

At the May 6th Shoreview City Council meeting, St. Odilia Catholic Church will be presenting a proposal to build a cemetery on the west side of their property. As a close neighbor, I would like to express my opposition to this project.

In my opinion, I think it is a very bad idea to put a new cemetery into an existing residential neighborhood on a rather steep hill next to school playgrounds.

I recommend you personally visit the site of the proposed cemetery. Pictures are good, but there is nothing like seeing the hill in person. See the pictures in the attached document.

My major concern is aesthetics. The proposed cemetery will be on the side of a hill facing a street that sees a lot of traffic from the neighborhood,

schools (both Island Lake and St. Odilia) and the church. Even though some screening is proposed, the flat grave markers and memorials (flowers, wreaths, etc.) will be visible and visually unappealing. Imagine what the hillside will look like in the spring...mounds of dirt covering winter dug graves, dead wreaths and plastic flowers in tipped over pots. Next imagine the hillside in August...a checkerboard of either dead or bright green sod covered graves, dead bouquets of flowers and wind chime memorials on a west facing hillside of burnt out grass. Lovely, isn't it?

I think the topography north of the driveway is not meant for a cemetery because of the steepness of the hill. I have seen kids sliding down the north end of the hill. The north section is also too close to the Island Lake Elementary School playground and the St. Odilia playground. Imagine a graveside service on the north end of the cemetery...a tilted tent, leaning chairs, a crying widow, screaming kids, an errant kickball and an elderly man falling down while navigating the slope.

The church is proposing operating rules to limit the time memorials will be in the graveyard, but even if rules are in place (birthdays and anniversaries can occur anytime), there will be memorials scattered about the graveyard year round. Who will be removing memorials and enforcing the cemetery rules? What will the consequences to St. Odilia be if the rules are not followed?

Some of the proposed screening is deciduous trees that provide screening less than half the time because they drop their leaves. Even if the plan for deciduous trees is changed to conifers, a single row of screening will not be adequate to hide the cemetery.

The church talks about the project being a beautiful garden where people can go and reflect. The beauty part of the project is hidden on the south side of the driveway by the lake and the topography, but the most visible part is also the most unattractive - the section north of the driveway...row after row of graves on a hillside.

I was disappointed that the aesthetics of the proposed cemetery was not debated by the Planning Commission with the same vigor the board uses to debate an electronic sign or the lettering on an existing gas station awning.

I am also concerned about the location next to schools and playgrounds. Kids exposure to death should be handled within a family. I don't think kids from ages 5 to 13 should be exposed to funerals without their families available to answer questions and explain what is going on.

The cemetery is a "want" for the church, not a "need" of the church. At the Planning Commission meetings, the supporters of the cemetery that spoke at the meeting (many of them who are not Shoreview residents and none were from the cemetery neighborhood) talked about how nice it would be to have their final resting place be at the church they grew up in or how convenient it would be to visit deceased relatives before or after church. They never talked about their struggles to find a burial plot or space in a columbarium or how unaffordable they are at local cemeteries. They did not talk about this because there are three local cemeteries with plenty of capacity: St. John the Baptist Catholic Cemetery (5 miles away), Incarnation Cemetery(8 miles away) and Roselawn Cemetery(5 miles away).

The proposed cemetery is not a "need" for the neighborhood or city because use of the cemetery will be limited to members of St. Odilia. This means that only a fraction of neighborhood and Shoreview residents would be able to use it as a final resting place.

I am also concerned about funeral traffic using Vivian. When school is not in session (weekends and summers), the gate is not closed and there would be nothing to prevent a funeral procession from using the back driveway and Vivian Ave.

Like the Cities Plan Review states, cemeteries are found in an near residential neighborhoods, but the vast majority are created before the neighborhood is built– not inserted into an existing, established 40 year old neighborhood. St. John the Baptist Catholic Cemetery in New Brighton was created in 1908 and Roselawn Cemetery opened in the early 1900's. Incarnation Cemetery is currently in an undeveloped area. People that built or purchased houses near these cemeteries had a choice to live near a cemetery, but we are not given that choice.

In the presentation by the city on the proposed cemetery, it states that “Staff finds that the proposal is consistent with the policies of the Comprehensive Plan and Development Code.” I searched the City of Shoreview 2008 Comprehensive Plan and I could not find any references to cemeteries. I could not find an on-line copy of the Development Code to review. I sent an e-mail to Rob Warwick asking for more details on this statement on Thursday 4/25/2013 and I have not heard back. How can a proposal be consistent with the policies if cemeteries are not mentioned?

The presentation by the city also states “The cemetery is intended to serve the larger community...”. At March 23 Planning Commission meeting a representative of the church retracted the availability to all by stating that the cemetery will only be available for members of St. Odilia. This seems like a pretty significant change to the proposal. Since the majority of members of St. Odilia live outside of Shoreview, this means that the cemetery will benefit non Shoreview residents more than Shoreview residents.

The issue of religion/diversity was brought up at both Planning Commission meetings, but the topic was avoided by the Commission and St. Odilia has completely ignored it. Feng Shui is a religion with its roots in Asia. People practicing this religion are not allowed to live close to a cemetery. There is at least one family that I know about that practices this religion in the neighborhood and they will be forced to relocate if plans for the cemetery continue forward. A cemetery at St. Odilia would also prevent some people from moving into the neighborhood because of their beliefs.

There were environmental and water issues that were brought up at the Planning Commission meetings. Three of the commissioners wanted these issues addressed, but unfortunately they were outvoted. I think these issues need to be addressed prior to a City Council vote.

Since this is the first cemetery in Shoreview, maybe the city needs to take a step back and study the situation. Is the cemetery necessary? How many new cemeteries have been put into existing residential neighborhoods in the last 10 years? Will the city have to regulate the cemetery? What will the city do when other churches propose cemeteries?

Conclusion:

The cemetery is a "want" of the church not a "need".

A cemetery will not benefit many Shoreview residents.

At least one resident will have to move out of the neighborhood.

Cemeteries are not in the Shoreview 2008 Comprehensive Plan

This cemetery is being forced into an existing neighborhood.

Neighborhood residents did not have a choice about living next to a cemetery.

There are outstanding environment and water issues that need to be answered.

A cemetery will have a negative impact on the neighborhood.

Aesthetics

Kids

Neighborhood established

Steve Petersen

3516 Nancy Place

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 Cemetery Pictures.pdf  
417K

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**Kathleen Nordine** <knordine@shoreviewmn.gov>

Fri, May 3, 2013 at 7:54 AM

To: "WARWICK, ROBERT" <rwarwick@shoreviewmn.gov>, "SIMONSON, TOM" <tsimonson@shoreviewmn.gov>, "SCHWERM, TERRY" <tschwerm@shoreviewmn.gov>

Since this is addressed to the entire council, I believe it should be included in the packet.

K

[Quoted text hidden]

—

Kathleen Nordine  
City Planner  
City of Shoreview  
4600 N. Victoria Street  
Shoreview, MN 55126

651-490-4682

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

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 Cemetery Pictures.pdf  
417K



The view from Harriet facing east.  
This is the view neighbors will see when leaving the neighborhood.  
A columbarium is proposed to be where the shed is at the top of the hill.



The view from Vivian and Harriet facing northeast.  
The hill is so steep that you can't see the school.  
See the kids playing on the Island Lake Playground?  
See the water running down the hill?  
See how much screening deciduous trees provide?



The view from Vivian and Harriet facing southeast.  
The hill is so steep that you can't see the church.  
See the the St. Odilia playground?



Here is a cemetery with flat grave markers.  
How would this look on a hillside facing a street?

**SHOREVIEW PLANNING COMMISSION  
MEETING MINUTES  
April 23, 2013**

**DRAFT**

**CALL TO ORDER**

Chair Solomonson called the April 23, 2013 Shoreview Planning Commission meeting to order at 7:00 p.m.

**ROLL CALL**

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

Commissioner Ferrington arrived late.

**OLD BUSINESS**

**PRELIMINARY PLAT/SITE & BUILDING PLAN REVIEW**

**FILE NO.: 2477-13-04**  
**APPLICANT: ST. ODILIA CHURCH**  
**LOCATION: 3495 VICTORIA STREET NORTH**

**Presentation by Senior Planner Rob Warwick**

The church campus consists of 20 acres. Uses on the property include the church, a school, a hospice, priests' residence, and administration building. The first application is to plat the property into five lots and this will integrate the property acquired from the Crosier Fathers. Lot 5 consists of 2.15 acres on the west side of the campus. The second application is to consider a proposed prayer garden, columbarium and cemetery on Lot 5, which abuts Vivian Avenue.

The property is located in R1 Detached Residential zoning district. Public and quasi-public uses are allowed in the R1 District under the Site & Building Plan Review process. The land use identified in the Comprehensive Plan is Institutional.

Chair Solomonson called a brief break to bring more chairs into the chambers. He then reconvened the meeting.

This matter was considered at the March 26, 2013, Planning Commission meeting. The public hearing was held, and the Commission tabled the application to allow the applicant to revise the plans and also extended the review period to 120 days.

The proposal will be developed in phases. The first phase will be to develop the south section with gardens and walkways that connect to the columbarium wall and other memorial features. The master plan shows 48 traditional grave sites and 1850 columbarium niches. The First Phase will include one columbarium wall with 96 niches. The north section will be landscaped during the First Phase. A total of 258 traditional grave sites and 1,100 columbarium niches with a rain garden to

manage storm water are shown in the north section. The rate of development will depend on demand. It is anticipated that community need will be met for the next 100 years.

During the public hearing at the March meeting, concerns were expressed about: 1) the proximity of the cemetery to Island Lake School and St. Odilia athletic field; 2) increased traffic on Vivian Avenue; 3) view of the cemetery from traffic eastbound on Harriet Avenue; 4) noise; 5) negative impact on property values; and 6) environmental concerns.

### **Applicant Statement**

In response, the applicant states that meetings have been held with Mounds View School District staff. Regarding noise and sight lines, the revised plan improves screening of the north section, and the applicant agrees that gun salutes are not appropriate during school hours. The church will define acceptable grave site procedures in operating rules. The markers will be flush at-grade stones. Memorials will be limited to a short period after burial, Memorial Day, Easter, Christmas and the anniversary of death.

The revised landscaping adds trees along the north boundary with Island Lake School. Additional deciduous trees will help screen the columbarium. Ornamental trees will be planted throughout the north section to break up the open expanse.

In 2012, there were 60 funerals at the church. Mourners arrive individually and leave in procession via Victoria. The access drive off Vivian will be gated during school hours. Future funerals are expected to result in interment in the church cemetery. Mourners will park in the church parking lot and depart by Victoria. Operating rules will be adopted to address memorials, traffic, parking, gun salutes flush markers and in-ground buried containers for traditional burials.

The applicant does not believe there is a need for a fence between the site and the athletic field. The church owns, manages and maintains the athletic field. In their experience, errant balls do not roll down the hill due to the distance, trees, and the batting cage.

The applicant states that there has been no research that identifies pollution from cemeteries in Minnesota. The State of Minnesota does not require the use of any type of in-ground container, but the church will follow best practices defined by the MN Catholic Conference of Bishops and will require use of in-ground containers for all traditional burials.

Staff finds that the preliminary plat does comply with City Code, except for Lot 2, which has no frontage on a public road. It is a legal nonconforming lot, which staff believes can continue. The proposed use will not conflict or impede uses of nearby property. The proposed use is allowed in Public or Quasi-public uses. The added landscaping mitigates the view concerns. Operating rules will address noise, traffic and environmental impacts.

Property owners within 350 feet were notified as well as those who attended the last Planning Commission meeting or submitted a comment. Most comments were in opposition of the project.

The proposed use is consistent with the Institutional land use designation and will not impede or impact nearby land uses. Impacts are mitigated through the design and the implementation of the

operating rules. Staff recommends again taking public testimony and forwarding a recommendation to the City Council. Staff recommends approval with the conditions attached in the staff report.

Commissioner Ferrington asked if any one of the five lots created by the plat could be sold separately. Mr. Warwick answered that once the plat is recorded, there would be no further requirement prior to selling one of the lots. Ms. Nordine noted condition No. 9 that requires a PUD, which is a public review process should any one lot be sold.

Commissioner McCool asked if the operating rules are a condition of obtaining a grading permit. Once the grading permit is pulled, the project moves forward as there is no building permit. Mr. Warwick stated that there will be a development agreement required between the developer and the City.

Commissioner Proud asked if the City would have any legal authority to address a violation of the operating rules. City Attorney Filla answered that the City would have authority to enforce them. They will be contractual.

Commissioner Proud asked how people will be protected from open excavated graves. Mr. Warwick stated that the operating rules will cover opening and closing graves. Commissioner Proud further asked if there will be architectural compatibility with additions to the columbarium, as expansion takes place over time. He would like to add a requirement that states expansion will use the same or similar materials.

Commissioner Proud stated that the specifications regarding burial vaults from the applicant are the requirements of the church. He would have liked to see legal specifications.

Commissioner Ferrington asked about studies regarding property values. Mr. Warwick responded that staff talked to appraisers, read articles and the consensus from experts is that values depend on many specific variables.

Commissioner Wenner noted that property adjacent to Incarnation cemetery on County Road J in Lino Lakes has recently been developed with condominiums and executive homes, which would indicate an increase in value. That might be the closest comparable.

**Father Phil Rask**, St. Odilia Parish, stated that the church requires that whoever is buried in the cemetery must be affiliated with the parish. This means it will be a parish cemetery. Approximately 1200 households of the parish are Shoreview residents, which will make it a community cemetery also. There will be few full-body burials because 62% are cremations now.

**Ms. Jean Schaaf**, introduced Bill Sanders, Landscape Architect; Lynn Schriver-Scheedy, Chair of Prayer Garden Planning Committee who can answer specific questions. The land use is appropriate according to the Comprehensive Plan and zoning.

Commissioner McCool asked how the cemetery will be maintained in terms of memorials. **Ms. Schaaf** stated that there will be a cemetery association to define the operating rules. The church will be responsible to maintain the property and will want to keep it sightly.

Commissioner Ferrington noted that the most concern is with in-ground graves and asked why they are included. **Ms. Schaaf** stated that the total number of graves is 306, which is a small number considering there are 3200 parishioners being served. The church's mission is to offer burial service for its members.

**Mr. Sanders**, Landscape Architect, stated that the Archdiocese requires opportunities for cremation and traditional in-ground graves. The plan includes evergreens and deciduous trees and rain gardens throughout the site with increased landscaping in the first phase in response to the school. As the cemetery develops, it is expected that memorial trees will be donated and planted in the cemetery. The church has agreed to no upright memorials and good control for flowers and temporary memorials. In response to the question about architectural compatibility, he stated that two companies making columbariums are in St. Cloud and Crookston. There is a lot of granite in Minnesota, and he does not have great concern about continuity. There may be small differences in the granite as it is mined.

Commissioner Proud asked if the in-ground graves are needed, or just wanted. **Father Rask** responded that when the first proposal was presented to the Archdiocese with only cremation offered, he was informed that all Catholic churches in the Minnesota are required to offer both cremation and in-ground burial. As body burials are becoming less frequent, he does not believe that will be the main use of the property.

Commissioner McCool asked if all perimeter landscaped trees will be planted with the first phase. **Mr. Sanders** stated that most of the trees on Vivian Avenue and the school side will be planted in the first phase. There will be adequate room for memorial trees to be planted in aisles, and roots will not interfere with the graves.

Commissioner Schumer asked the timing for digging graves to be used. **Ms. Lynn Schriver-Sheedy**, 3485 Oak Creek Drive West, Vadnais Heights, stated that she is a Funeral Director. In her experience, grave diggers dig the grave on the day of the funeral or the day before. The area is always secured with planks.

Commissioner Ferrington asked how feasible it will be for elderly people to walk from the church to the grave site because of the steep hill rather than driving and using the access off Vivian. **Mr. Sanders** stated that the main parking will be on the church. The walkways will be built to accessible standards and accommodation will be made for those who cannot walk.

Commissioner Thompson asked if the 306 number of burial sites is absolute or if there is flexibility. **Mr. Sanders** stated that the sites are adequately set back and buffered. **Ms. Schaaf** stated that the 306 may not be used, but that is the plan be requested for approval. Chair Solomonson opened the meeting to public comment.

**Mr. Tim Dwyer**, 5755 Pond Drive, stated that he and his wife support St. Odilia's plan and the opportunity to remain for eternity in Shoreview where they have lived most of their lives.

**Ms. Joan Bauer**, 3353 Victoria St. N., stated that she and her husband have served on the committee for the columbarium and would like to be buried there. It is to be a prayer garden for quiet and contemplation.

**Mr. John Mushel**, 3444 Vivian Avenue, stated that his two concerns of screening and gun salutes during school hours have been addressed. Another concern is the environmental impact. He requested that Commissioner Proud's concerns be satisfied because he does understand potential environmental impacts.

**Mr. Chiou**, 1037 Cottage Place, stated that he is a professional chemist and did some research on caskets and found that the requirement used by the Catholic church is not waterproof. Federal regulations stated that no one is forced to buy a certain type of casket. If there are 60 burials a year and 10% are in-ground burials, that is 6. In 50 years, there would be 300 graves, not 100 years. He questioned the reason for using deciduous trees to screen the columbarium because when they lose their leaves, the screening will be gone.

**Mr. James Van Guilder**, 984 Board Walk Court, stated that he supports the church plans. He and his wife are waiting for this decision for his daughter's burial. After use of the 306 graves, no further in-ground burials could be added. The columbarium can be expanded.

**Mr. John Walsh**, 360 Oak Crest Lane, Roseville, stated that St. Odilia's is a community church. Worship includes the people, those who have gone before, the angels and saints in heaven. A great way to symbolize the fact those before us are still a part of us is to have burials on the premises.

**Mr. Tom O'Dea**, 925 Arbogast, expressed concern about water runoff and snow melt. His neighbors on Arbogast near Vivian have water problems. Nothing draws down property values like water problems in the basement. He would like an answer to the impact of this project on this neighborhood.

**Mr. Laurie Olson**, 1065 Nelson Drive, stated that her mother chose cremation in hopes she could be buried at St. Odilia's where her whole family goes to church. She is also a licensed real estate agent and understands concerns about property values. She has searched to find an answer. It has not been studied widely, but what she has been able to find is that there are no negative impacts on property values. It is planned as a beautiful enhancement for the community.

**Mr. Kent Olson**, 3468 Nancy Place, stated that he appreciates the changes that have been made in the plan. There are several months when deciduous trees do not screen and can there be evergreens planted among them to help screening? Also, there is quite a grade change from Vivian to the church parking lot and what do the in-ground burial sites look like with that topography?

**Ms. Beth Peterson**, 878 Cannon Avenue, echoed the same concern with topography and effectiveness of screening. Her other concern is increased traffic in the neighborhood. Traffic on Cannon is heavy on weekends when there are church services. Cars go between 30 mph and 40 mph on Cannon to the Vivian intersection, which is a safety issue for children. Many use Canon as a through street.

**Ms. Jean Chastain**, 3430 Chatsworth, stated that her concern is drainage. With the snow melt, there is a big mess at the bottom of the hill today. Putting in in-ground vaults will decrease drainage capacity, which will be a very negative impact to the property at the bottom of the hill. That property sits on the line of two watershed districts--Ramsey-Washington Metro Watershed District and Rice Creek Watershed District. In a drought last summer the sidewalk in that area was

mushy and green. This change in land use on the north portion with the hill will be a drainage issue. Property exceeding one acre should be reviewed by the watershed district. She contacted the Ramsey-Washington Metro Watershed District and was told that only preliminary discussions had taken place regarding this plan, and existing drainage issues had not been discussed.

**Ms. Mary Ann Hennen**, 4324 Vivian, stated that her children attended St. Odilia's and she has been continually impressed with the number of services that are offered to the community. St. Odilia being a model from birth to death is an impressive feat for the community, and she would like to see it supported.

**Mr. Steve Petersen**, 3516 Nancy Place, stated that his main concern is the view of the cemetery. The hill is very steep, and water streams down from the Island Lake playground. The landscaping will not visually cover or hide the cemetery. Deciduous trees only have leaves for six months of the year. The neighborhood is accessed by Harriet Avenue, and the view will be seen. Regarding the cemetery on County Road J, it was there before development. People had a choice. This neighborhood does not have a choice. The operating rules will not mask the hodgepodge of what will exist on that site. The church does not consider the religion of others in the neighborhood. There are people of other religions that require believers to live a certain distance from cemeteries. They have said they will move. The church has never addressed that. There will be people who will not buy his house because it will be next to a cemetery, which will impact its value. The church has not presented other options. The church owns a piece of land on the other side of Victoria that is flat and would be perfect for a cemetery. Overall, it is not a good idea for a church to put a cemetery into an existing neighborhood.

**Ms. Theresa Chirhart**, 5650 Turtle Lake Road, stated that cemeteries are a part of life. It is nice to have one in the community that one can affiliate with. She appreciates how people decorate graves and remember relatives. It is important and does not have to be hidden from life.

**Ms. Kay O'Dea**, 925 Arbogast Street, expressed her appreciation for Mr. Chen's presentation. As a former teacher, she is concerned about children on swings at recess and a funeral procession nearby. The neighborhood meeting was divisive. That is not what is preached at St. Odilia, and she asked for consideration to bring the neighborhood together in unity.

**Mr. Dave Olson**, 3740 Brunet Court, Vadenais Heights, stated that he supports this proposal. The City is very modern to allow this type of discussion and debate and is a good thing. A cemetery is a resting place and a beautiful concept. Traffic would be no more and no less. Drainage is an issue, and studies are needed on that issue. To make a cemetery with the landscaping planned would help with water quality and drainage. One thing that definitely impacts property value is green space. Once cemetery it will always be green space. Building development also impacts property values. A beautiful, open dignified green space will not impact property value. It is true that some in some cultures, people do not live near cemeteries. However, the greater good needs to be considered. He supports this proposal.

**Chris Podobinski**, 3441 Vivian Avenue, stated that it is her hope that this is a good way to take care of the water issue draining from the school. Her concern is traffic at the apartment complex on Victoria. That is where there will be traffic.

**Mr. Greg Barilla**, 625 Harriet Avenue, stated that now trees are falling down on this property and the pond is not desirable. With this added attention, he believes the place will be more peaceful and beautiful. He supports the project.

**Mr. Jay Li**, 3504 Richmond Avenue, stated that in an internet survey 29 of 30 people replied negatively to buying a house next to a cemetery. That is not scientific, but those attitudes will influence house prices. Children are quite sensitive and influenced by movies to believe in ghosts in cemeteries. The playground is so close to the proposed cemetery that he will not be able to bring his children there to play.

**Ms. Agnes Walsh**, 360 Oak Crest Lane, Roseville, stated that children learn what they are taught about death and dying. About 15 or 16 years ago, a daycare was put in with senior living, so that elderly and children would be together. How they are taught and how we react to death is what is important. As she and her husband have no children, it would be very comforting to know they will be buried in their community which has become their family.

**Mr. Tim Helmsman**, Roseville, stated that he would like to be buried in this cemetery. He believes the water problem is important, and there are very smart people working on this project that will address that. This will be a modern cemetery with no scary grave markers. It will not be intimidating. He supports this proposal.

**Mr. Dave Olson** stated that the largest obstacle to cemeteries is land development and cost of land. This is the ultimate situation, as St. Odilia's already owns the land. There is no cost to the community.

**Mr. Sanders** stated that an engineer has been hired to address water management on the site. The City requires that runoff cannot increase from what now occurs. The plan actually reduces runoff with rain gardens on the upper and lower portions of the site. It is not unusual for cemeteries to be located on hillsides. It has been determined that the site is suited for the proposal. Regarding the comments on deciduous trees, they would be willing to put in coniferous trees and work with staff on that issue.

### **Commission Discussion**

Commissioner McCool asked if other alternative sites on St. Odilia property were considered. **Ms. Schaaf** stated that the land on the east side is next to the church and is planned for future building expansion.

Commissioner Proud asked if the surface water study took into account the proposed development configuration. Further, he asked if a computerized view at different times of the year could be provided so people can visualize how the development will look. **Mr. Sanders** stated that the engineer had the complete plans when the water management study was done. He said that providing a view of the proposal is possible. **Ms. Schaaf** added that Glen Haven in Crystal has a similar landscape and green space with flush grave markers. The city has invested near the cemetery to build a community center.

Commissioner Wenner asked for further explanation of traffic patterns in the neighborhood and how school traffic will be impacted. Mr. Warwick stated that there is no traffic counts for local

streets, including Vivian. The typical funeral attracts significantly less vehicles than the school or church on weekends. Ms. Schaaf stated that school drop off and pickup times for St. Odila and Island Lake School are close to the same, and funerals are not planned at those times. St. Odilia tends not to generate traffic on Vivian.

Commissioner Ferrington asked if the watershed district has determined whether an environmental impact statement is needed, and what would be involved? Mr. Warwick responded that the City has contacted Ramsey-Washington, and their staff advised that a permit was not required. With the comments heard tonight, staff will double check on that issue. The plan has been reviewed by the City Engineer and determined to comply with City requirements. The plan will result in a reduction of runoff. Any runoff that comes from Island Lake playground would not have been considered in the study. Such runoff would be considered a historic pattern across St. Odilia's, and would be allowed to continue.

MOTION: by Commissioner Schumer, seconded by Commissioner Wenner to recommend the City Council approve the Preliminary Plat and Site and Building Plan review applications for St. Odilia, 3495 Victoria Street North, for development of a prayer garden, columbarium and cemetery, subject to the following conditions:

1. The project must be completed in accordance with the submitted site and building plans. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission and the City Council.
2. The approval will expire one year if the final plat has not been approved by the City Council.
3. The cemetery shall be developed in accordance with the approved Master Plan. St. Odilia shall notify the City after completion of Phase 1. Subsequent development phases shall be administratively approved provided the phase is in conformance with the Master Plan.
4. The cemetery shall be developed and operated in accordance with Minnesota Statutes.
5. No crematorium or mausoleum is proposed or permitted in this development.
6. The applicant shall develop operating rules for the cemetery that are in compliance with the Shoreview Municipal Code and other applicable laws. These rules include provisions that:
  - a. Require funeral attendees to use Victoria St. to access the cemetery, and to prohibit parking on Vivian for any funeral services or burials.
  - b. Allow the display of grave memorials only for limited duration after burial and specified holidays only.
  - c. Restrict ceremonial rifle salutes.
  - d. Address noise generated by funeral services (music, use of speakers or microphones, etc.).
  - e. Require use of flush foot stones to mark all grave sites.
  - f. Require the use of in-ground burial containers for all traditional burials.
  - g. Establish hours of operation, specify the times funerals may be held and when site work for burials may occur.
  - h. The operating rules shall be submitted for City review and approval prior to adoption by the cemetery association.
7. The applicant shall obtain a grading permit prior to commencement of any work for the development of the prayer garden/cemetery/building area.
8. Landscaping shall be maintained in accordance with the approved plans to provide a buffer from the adjoining public school use and mitigate the visual impacts of the cemetery on adjoining land uses.

9. St. Odilia's is required to submit a Planned Unit Development application prior to a future sale of any of Lots 1 - 5, Block 1, The Catholic Community of St. Odilia.
10. The Applicant shall enter into a Development Agreement with the City.

This approval is based on the following findings:

1. The proposed improvement is consistent with the policies of the Comprehensive Plan.
2. The proposed improvements will not conflict with or impede the planned use of adjoining property.

#### Discussion

Commissioner Proud expressed concern about condition No. 6 because there is no specification for burial containers. He continues to have environmental concerns because of the chronic surface water problem in the area. He would support tabling the matter until further surface water determinations have been made and until a more definitive environmental report is made.

Commissioner Ferrington stated that she likes many things about the proposal, but agrees with Commissioner Proud that there are still some issues to be resolved. It is difficult to develop within a fully developed neighborhood, and there needs to be sensitivity to the people who live there and are impacted. More time is needed to develop the plan more fully.

Commissioner McCool stated that he is satisfied with what has been presented. The City has a land use code that states this use is allowed. The applicant has gone to great lengths with landscaping. The environmental issues is not a concern to him because there are hundreds, if not thousands, of cemeteries in Minnesota. There has yet to be reported a single incident of contamination from a cemetery. It is not fair to the applicant to address something that the Department of Health has not imposed. The engineers and experts have stated that the application is in compliance. The tough part is that residents do not always get a land use developed that they consider desirable.

Commissioner McCool offered a number of amendments:

- No. 6.a. to state that funeral vehicle processions are required to use Victoria Street, not pedestrians.
- No. 6.c. to add that in no event shall salutes be allowed during school hours.
- Add 6.i. that would require use of procedures and protective measures for site burials to make sure public safety is maintained.
- No. 10. insert a comma at the end and add, "which development agreement shall incorporate the Operating Rules of the cemetery."

Commissioner Schumer accepted all of the amendments except the first one. He does not see the need to clarify vehicular traffic from Vivian, as the gate will be closed, which is part of the agreement. Ms. Nordine noted that any policy change stipulated in the agreement would require City approval. Commissioner McCool withdrew that portion of his amendments.

Commissioner Wenner also accepted the same amendments as Commissioner Schumer.

Commissioner Schumer stated that it would be unfair to the applicant to table. They have shown great cooperation in providing responses to concerns, and he is sure they will continue to work with staff. They deserve an up or down vote.

Commissioner Wenner agreed. This applicant has listened to the debate and direction of the Planning Commission and has come back to address those issues. He believes Commissioner Proud's concern goes beyond state law. The Commission should only require what is required by law.

Chair Solomonson echoed Commissioner McCool's statements. The plan is well thought out. The prayer garden is very nice. He agreed that the applicant has answered questions from the last meeting, and he favors the proposal.

Commissioner Thompson stated that she is not in favor of the proposal as it stands but agrees that the matter should have a vote. Many of the concerns came from residents who are not members of St. Odilia's, and she does not believe those concerns have been addressed, mainly the proximity of the in-ground burial sites to two schools.

VOTE ON AMENDED MOTION:

Ayes - 4

Nays - 3 (Ferrington, Proud, Thompson)

PROPOSED MOTION

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

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

to adopt Resolution No.13-43, which accepts the base bid from C.S. McCrossan Construction, Inc for the Red Fox Road Improvements, City Project #12-04 and authorize the Mayor and City Manager to execute a construction contract in the amount of \$1,213,762.20.

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

REGULAR COUNCIL MEETING  
MAY 6, 2013

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER  
FROM: MIKE SHAUGHNESSY, SENIOR ENGINEERING TECHNICIAN  
DATE: MAY 3, 2013  
SUBJECT: RECEIPT OF BIDS AND AWARD OF CONTRACT FOR:  
RED FOX ROAD IMPROVEMENTS  
CITY PROJECT NO.12-04

INTRODUCTION

Sealed bids were received and opened on May 2, 2013, for the Red fox Road Improvements, City Project #12-04. The project location is shown on the attached drawing. Council action is required to award the construction contract.

DISCUSSION

On April 1, 2013, the City Council approved the plans and specifications and ordered the taking of bids for the Red Fox Road Improvements, City Project #12-04. Accordingly, on May 2, 2013, three bids were received and opened for City Project #12-04. All bids were submitted with proper bid security in the amount of five (5) percent of the total amount of the bid as required by the project manual. The bids are listed below:

<u>Contractor</u>	<u>Base Bid</u>
C.S. McCrossan Construction Inc.	\$ 1,213,762.20
Arnt Construction Company, Inc.	\$ 1,266,270.20
T.A. Schifsky & Sons Inc.	\$ 1,286,120.19
Engineer's Estimate:	\$ 1,366,000.00

Given the above information, C.S. McCrossan Construction, Inc. is the lowest responsible bidder for project. C.S. McCrossan consistently works on large construction projects throughout the state and has demonstrated that they have the necessary resources to complete the project.

The responsive low bid for the base bid was lower than the engineer's estimate and the difference between the lowest and highest bid was approximately 6%, which represents a competitive bid environment.

COSTS

The following is a comparison of the engineer's estimate to the estimated total project costs for the proposed improvements and maintenance project based on the low bid with the bituminous alternate:

<u>Item</u>	<u>Eng. Estimate</u>	<u>Bid Award</u>
Street Construction	\$ 611,000	\$ 673,000
Storm Sewer	\$ 772,000	\$ 636,500
Water main	\$ 200,000	\$ 113,500
Sanitary Sewer	<u>\$ 57,000</u>	<u>\$ 32,800</u>
 Total Estimate Construction Cost	 \$ 1,640,000	 \$ 1,455,800

The total estimated project costs include an allowance for engineering, administration, easements, and contingency items.

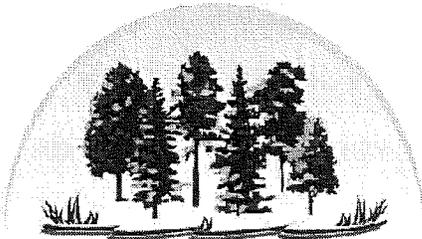
PROJECT FUNDING

Funding sources for the proposed improvements are as follows:

Street	
Street Renewal	\$ 402,392
Assessments/Bonds	\$ 70,422
MSA Fund	\$ 143,753
TIF	\$ 56,433
 Storm Sewer	
Surface Water Fund	\$ 497,255
Assessments/Bonds	\$ 71,831
TIF	\$ 67,414
 Water	
Water Fund	\$ 113,500
 Sanitary Sewer	
Sewer Fund	<u>\$ 32,800</u>
Total Estimated Funding	\$1,455,800

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution and accept the base bid from C.S. McCrossan Construction, Inc. for the Red Fox Road Improvements, City Project #12-04 and authorize the Mayor and City Manager to execute a construction contract in the amount of \$1,213,762.20.

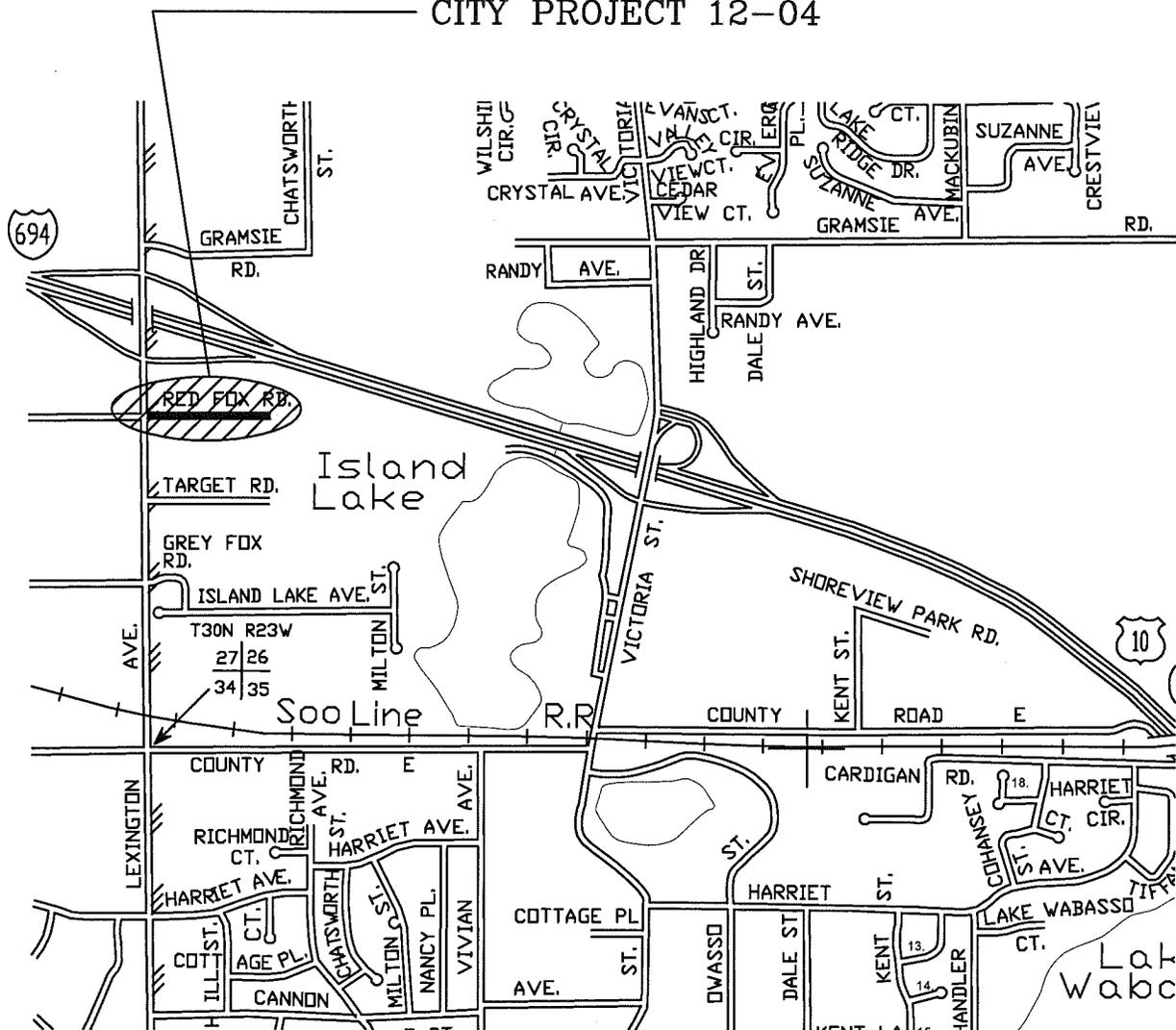


# Shoreview

## CITY OF SHOREVIEW

### RED FOX ROAD RECONSTRUCTION

### CITY PROJECT 12-04



LOCATION MAP  
EXHIBIT 1  
MAY 2012

NO SCALE

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA  
HELD MAY 6, 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 May 6, 2013, 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. 13-43

ACCEPTING THE LOWEST RESPONSIVE BID  
AND AUTHORIZING THE EXECUTION OF A CONTRACT  
FOR THE RED FOX ROAD IMPROVEMENTS  
CITY PROJECT NO. 12-04

WHEREAS, the City of Shoreview has programmed in the Capital Improvement Program for the Red Fox Road Reconstruction Project, City Project #12-04, and

WHEREAS, pursuant to an advertisement for bids for the improvement of City Project #12-04, bids were received, opened, and tabulated according to law, and the following bids received complying with the advertisement:

<u>Contractor</u>	<u>Base Bid</u>
C.S. McCrossan Construction Inc.	\$ 1,213,762.20
Arnt Construction Company, Inc.	\$ 1,266,270.20
T.A. Schifsky & Sons Inc.	\$ 1,286,120.19
Engineer's Estimate:	\$ 1,366,000.00

WHEREAS, the City staff is recommending the City Council award the Base Bid to the lowest responsible bidder, C.S. McCrossan Construction, Inc.

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

1. All bids were received as submitted on May 2, 2013.
2. The Base Bid from C.S McCrossan Construction, Inc., in the amount of \$1,213,762.20 is hereby accepted and the Mayor and City Manager are hereby authorized and directed to enter into a construction contract for City Project #12-04 with the lowest responsible bidder, C.S McCrossan Construction, Inc.

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 6th day of May 2013.

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 6<sup>th</sup> day of May, 2013, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to award of contract for City Project #12-04.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, on this 7<sup>th</sup> day of May 2013.

SEAL

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Terry Schwerm  
 City Manager

PROPOSED MOTION

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

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

to adopt Resolution No.13-44, which accepts the base bid and Alternate No.2 from Arnt Construction Company, Inc. for the County Road D & Cottage Place Reconstruction, City Projects 13-01A & B and authorize the Mayor and City Manager to execute a construction contract in the amount of \$2,074,519.50.

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

REGULAR COUNCIL MEETING  
MAY 6, 2013

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER

FROM: GLEN M. HOFFARD, SENIOR ENGINEERING TECHNICIAN

DATE: MAY 2, 2013

SUBJECT: RECEIPT OF BIDS AND AWARD OF CONTRACT FOR:  
COUNTY ROAD D & COTTAGE PLACE  
RECONSTRUCTION, CITY PROJECTS 13-01A & B

INTRODUCTION

Sealed bids were received and opened on May 2, 2013, for the County Road D & Cottage Place Reconstruction, City Projects 13-01A & B. The project locations are shown on the attached drawing. Council action is required to award the construction contract.

BACKGROUND

County Road D is a Municipal State Aid (MSA) collector street connecting two County State Aid Highways (Lexington Avenue and Victoria Street). The road lies on the municipal boundary between the City's of Shoreview and Roseville and jurisdiction of the road is shared by the two municipalities. The reconstruction of County Road D will be a cooperative project between the two Cities and the costs associated with design and construction will be split between Roseville and Shoreview.

Cottage Place is a local residential street with no curb, which is typical of the type of streets the City has been reconstructing over the last several years. Cottage Place was included in this project because it is in close proximity to County Road D and there is an economy of scale including it with a larger project.

DISCUSSION

On April 1, 2013, the City Council approved the plans and specifications and ordered the taking of bids for the County Road D & Cottage Place Reconstruction, City Projects 13-01A & B. Accordingly, on May 2, 2013, three bids were received and opened for City Projects 13-01A & B. All bids were submitted with proper bid security in the amount of five (5) percent of the total amount of the bid as required by the project manual. The base bids with each alternate are listed below:

<u>Contractor</u>	<u>Base Bid w/ Alt. #1</u>	<u>Base Bid w/ Alt #2</u>
Arnt Construction Company, Inc.	\$ 2,075,517.50	\$ 2,074,519.50
C.S. McCrossan Construction, Inc.	\$ 2,141,052.30	\$ 2,158,847.30
T.A. Schifsky & Sons Inc.	\$ 2,309,296.35	\$ 2,348,608.35
Engineer's Estimate:	\$ 2,100,600.00	\$ 2,103,400.00

For County Road D the Street Reconstruction Bid Schedule for the two cities is combined and will be split equally. The Storm Sewer, Watermain and Sanitary Sewer have been bid separately with each City responsible for their own utility work. Roseville opted to bid the watermain in two alternates, Alternate No. 1 being the direct bury of PVC - C900 pipe and Alternate No. 2 being the directional boring of HDPE pipe.

A bid schedule for Cottage Place including Street Reconstruction, Storm Sewer, Watermain, and Sanitary Sewer was included to separate the quantities of the Cottage Place project from the County D project.

The total bid submitted consisted of the combined total of a base bid including County Road D and Cottage Place and each watermain alternate. Given the above information, Arnt Construction Company, Inc. is the lowest responsible bidder for both alternates. Arnt Construction Company, Inc. has performed work for the City in the past and has demonstrated that they have the necessary resources to complete the project. In addition, Arnt Construction is the low bidder recommended for award of the Owasso St. Realignment Project, C.P. 09-12.

The City of Roseville selected watermain Alternate No. 2 (directional drill), which results in a contract construction amount of \$2,074,519.50. The responsive low bid for the base bid with Alternate No. 2 is approximately \$30,000 less than the engineer's estimate and the difference between the lowest and highest bid was approximately 11%, which represents a competitive bid environment.

The bid award will be presented to the City of Roseville for concurrence at their May 13, 2013 Council Meeting.

**COSTS**

The following is a comparison of the engineer's estimate to the estimated total project costs for the proposed improvements based on the low bid with Alternate No. 2:

**County Road D**

<u>Item</u>	<u>Eng. Estimate</u>	<u>Bid Award</u>
Street Construction	\$ 1,042,500	\$ 1,060,690
Storm Sewer (Shoreview)	\$ 217,400	\$ 216,850
Storm Sewer (Roseville)	\$ 145,200	\$ 173,000
Water main (Shoreview)	\$ 226,800	\$ 208,350
Watermain (Roseville)	\$ 224,850	\$ 189,200
Sanitary Sewer (Shoreview)	\$ 18,300	\$ 17,050
 Total Estimate Construction Cost – County D	 \$ 1,875,050	 \$ 1,865,140

**Cottage Place**

<u>Item</u>	<u>Eng. Estimate</u>	<u>Bid Award</u>
Street Construction	\$ 225,500	\$ 207,030
Storm Sewer	\$ 172,130	\$ 183,700
Water main	\$ 96,100	\$ 88,500
Sanitary Sewer	\$ 25,450	\$ 27,800
Street Light	\$ 21,500	\$ 13,570
 Total Estimate Construction Cost – Cottage	 \$ 540,680	 \$ 520,600
 <b>Total Combined Estimated Project Cost</b>	 <b>\$ 2,415,730</b>	 <b>\$ 2,385,740</b>

The total estimated project costs include an allowance for engineering, administration, and contingency items.

**PROJECT FUNDING**

Funding sources for the proposed improvements are as follows:

**County Road D**

Street		
State Aid (MSA)		\$ 517,900
Assessments/Bonds		\$ 39,590
City of Roseville		\$ 503,200
 Storm Sewer		
State Aid (MSA)		\$ 208,250
Assessments/Bonds		\$ 8,600
City of Roseville		\$ 173,000
 Water		
Water Fund		\$ 208,350
City of Roseville		\$ 189,200
 Sanitary Sewer		
Sewer Fund		\$ 17,050
<b>Total Estimated Funding – County D</b>		<b>\$ 1,865,140</b>

**Cottage Place**

Street		
Street Renewal Fund	\$	186,680
Assessments/Bonds	\$	20,350
Storm Sewer		
Surface Water Fund	\$	183,700
Water		
Water Fund	\$	88,500
Sanitary Sewer		
Sewer Fund	\$	27,800
Street Lights		
Street Light Fund	\$	13,570
Total Estimated Funding – County D	\$	520,600
<b>Total Combined Estimated Funding</b>	<b>\$</b>	<b>2,385,740</b>

**RECOMMENDATION**

It is recommended that the City Council adopt the attached resolution and accept the Base Bid and Alternate No. 2 (Directional Drill) from Arnt Construction Company, Inc. for the County Road D & Cottage Place Reconstruction, City Projects 13-01A & B and authorize the Mayor and City Manager to execute a construction contract in the amount of \$2,074,519.50.

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

**HELD MAY 6, 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 May 6, 2013, 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. 13-44

ACCEPTING THE LOWEST RESPONSIVE BID  
AND AUTHORIZING THE EXECUTION OF A CONTRACT  
FOR THE COUNTY ROAD D AND COTTAGE PLACE  
RECONSTRUCTION, CITY PROJECTS 13-01A & B

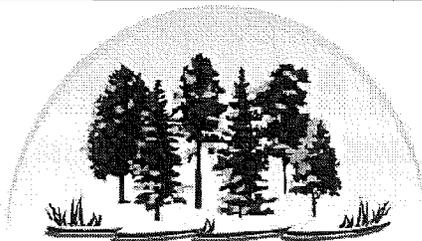
WHEREAS, the City of Shoreview has programmed in the Capital Improvement Program for the County Road D & Cottage Place Reconstruction, City Projects 13-01A & B, and

WHEREAS, pursuant to an advertisement for bids for the improvement of City Projects 13-01A & B, bids were received, opened, and tabulated according to law, and the following bids received complying with the advertisement:

<u>Contractor</u>	<u>Base Bid w/ Alt. #1</u>	<u>Base Bid w/ Alt #2</u>
Arnt Construction Company, Inc.	\$ 2,075,517.50	\$ 2,074,519.50
C.S. McCrossan Construction, Inc.	\$ 2,141,052.30	\$ 2,158,847.30
T.A. Schifsky & Sons Inc.	\$ 2,309,296.35	\$ 2,348,608.35
Engineer's Estimate:	\$ 2,100,600.00	\$ 2,103,400.00

WHEREAS, the City staff is recommending the City Council award the Base Bid and Alternate No.2 to the lowest responsible bidder, Arnt Construction Company, Inc.





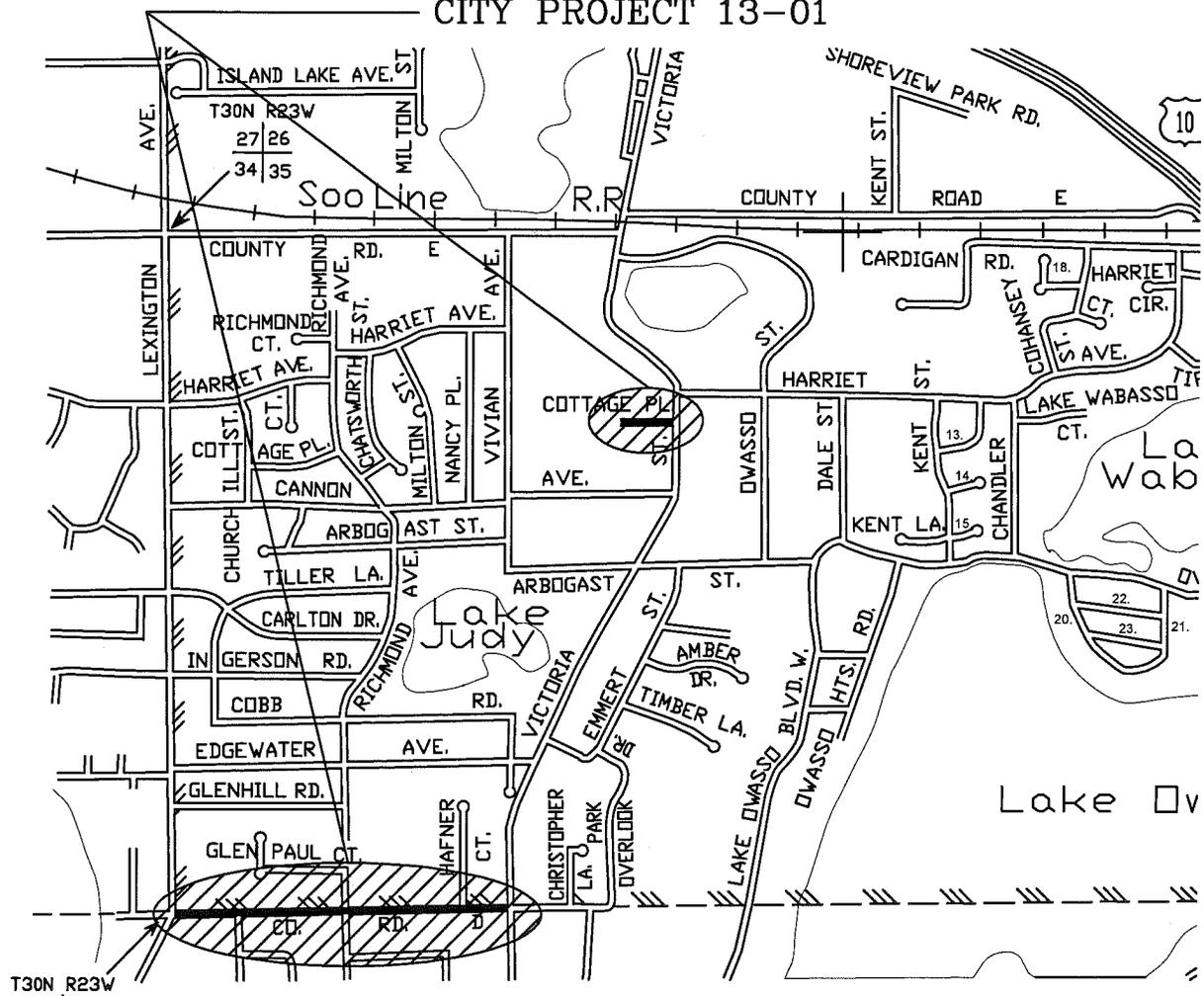
# Shoreview

## CITY OF SHOREVIEW

### COUNTY ROAD D/COTTAGE PLACE NEIGHBORHOODS

### RECONSTRUCTION

CITY PROJECT 13-01



LOCATION MAP  
EXHIBIT 1  
MAY 2012



NO SCALE

PROPOSED MOTION

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

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

to adopt Resolution No.13-40, accepting the base bid from Arnt Construction Company for the Owasso Street, County Road D, and Victoria Street Reconstruction Project, City Project 09-12, authorizing the Mayor and City Manager to execute a construction contract in the amount of \$1,768,830.49, approving change order #1 in the amount of \$410,428.55, and authorizing purchase of street signal equipment.

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

REGULAR COUNCIL MEETING  
MAY 6, 2013

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER  
FROM: TOM WESOLOWSKI – CITY ENGINEER  
DATE: APRIL 30, 2013  
SUBJECT: RECEIPT OF BIDS, AWARD OF CONTRACT, APPROVAL OF CHANGE ORDER #1, AND AUTHORIZE PURCHASE OF STREET SIGNAL EQUIPMENT FOR THE OWASSO STREET, COUNTY ROAD E, AND VICTORIA STREET RECONSTRUCTION, CITY PROJECT 09-12

INTRODUCTION

Sealed bids were received and opened on April 4, 2013, for the Owasso Street, County Road E, and Victoria Street Reconstruction, City Project 09-12. The project location is shown on the attached drawing. The attached Change Order #1 was prepared by the engineering consultant for the project, SEH, and adds work to the Owasso Street Reconstruction contract. As per the attached letter, SEH is recommending the advanced purchase of specific traffic signal equipment. Council action is required to award the construction contract, approve the change order to modify the contract, and authorize the purchase of street signal equipment.

BACKGROUND

Based on meetings between the City, SEH, and the developer of the Lakeview Terrace Project certain items were removed from the Owasso Street Reconstruction Project prior to the advertisement and bid opening for the Owasso Street project. The items removed were primarily related to work that would need to be completed so that the existing Owasso Street could be removed. The work for the removed items would have been completed by the developer, which would have allowed work to start on the Lakeview Terrace Project. The developer’s schedule did not materialize as expected and with the Owasso contract ready for award, it makes sense from a control and efficiency standpoint to have the items completed under the public contract. This was discussed with the developer and they are in agreement.

DISCUSSION

On March 4, 2013, the City Council approved the plans and specifications and ordered the taking of bids for the Owasso Street, County Road E, Victoria Street Reconstruction, City Project #09-12. Accordingly, on April 4, 2013, three bids were received and opened for City Project #09-12. All bids were submitted with proper bid security in the amount of five (5) percent of the total amount of the bid as required by the project manual. The base bids are listed below:

<u>Contractor</u>	<u>Total Bid</u>
Arnt Construction Company	\$ 1,768,830.49
T.A. Schifsky & Sons, Inc.	\$ 1,828,851.60
Forest Lake Contracting, Inc.	\$ 2,175,441.29
Engineer’s Estimate:	\$ 1,859,304.00

Given the above information, Arnt Construction Company is the lowest responsible bidder, which was approximately \$90,000 below the engineer's estimate. As per the attached letter, SEH is recommending award of the project to Arnt Construction.

The change order items include installation of water and sewer main, grading, installation of the granular base and road for the new alignment of Owasso Street, and demolition of the existing Owasso Street. Change Order #1 is in the amount of \$410,428.55 and will increase the contract amount to \$2,179,259.04.

Advance purchasing the street signal equipment will reduce the overall cost of the equipment by removing the contractor mark-up and reduce the lead time for delivery of the equipment. A copy of the quote for the equipment is attached.

COSTS

The following is a summary of estimated costs for the proposed improvements:

<u>Item</u>	<u>Estimated Cost</u>
Construction	\$ 2,179,259
Railroad Signal	\$ 345,171
Street Signal Equipment	\$ 32,250
Right of Way & Easements	\$ 110,376
Engineering – Design & Construction	\$ 427,500
Relocation of Private Utilities	<u>\$ 28,406</u>
 Total Estimate Construction Cost	 \$ 3,122,962

PROJECT FUNDING

Funding sources for the proposed improvements are as follows:

TIF	\$ 1,087,000
Grant	\$ 452,550
Ramsey County	\$ 360,000
Assessment (Estimated)	<u>\$ 1,223,412</u>
 Total Estimated Funding	 \$ 3,122,962

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution accepting the base bid from Arnt Construction Company for the Owasso Street, County Road E, Victoria Street Reconstruction, City Project 09-12, authorizing the Mayor and City Manager to execute a construction contract in the amount of \$1,768,830.49, approving change order #1 in the amount of \$410,428.55, and authorizing the purchase of street signal equipment.

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

**HELD MAY 6, 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 May 6, 2013, 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. 13-40

ACCEPTING THE LOWEST RESPONSIVE BID, AUTHORIZING  
THE EXECUTION OF A CONTRACT, APPROVING CHANGE ORDER #1,  
AND AUTHORIZING PURCHASE OF STREET SIGNAL EQUIPMENT  
FOR THE OWASSO STREET, COUNTY ROAD E, VICTORIA STREET.  
RECONSTRUCTION, CITY PROJECT NO. 09-01

WHEREAS, the City of Shoreview has programmed in the Capital Improvement Program for the Owasso Street, County Road E, Victoria Street Reconstruction Project, City Project #09-12, and

WHEREAS, pursuant to an advertisement for bids for the improvement of City Project #09-12, bids were received, opened, and tabulated according to law, and the following bids received complying with the advertisement:

<u>Contractor</u>	<u>Total Bid</u>
Arnt Construction Company	\$ 1,768,830.49
T.A. Schifsky & Sons, Inc.	\$ 1,828,851.60
Forest Lake Contracting, Inc.	\$ 2,175,441.29
Engineer's Estimate:	\$ 1,859,304.00

WHEREAS, the City staff is recommending the City Council award the Base Bid to the lowest responsible bidder, Arnt Construction Company, and



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 6<sup>th</sup> day of May, 2013, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to award of contract and approval of change order #1 for City Project #09-12.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, on this 7<sup>th</sup> day of May 2013.

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Terry Schwern  
City Manager

SEAL





April 9, 2013

RE: City of Shoreview  
Owasso Street, County Road E, and Victoria  
Street Reconstruction  
SEH No. SHORE 118739

Mark Maloney  
Director of Public Works  
City of Shoreview  
4600 Victoria St. N.  
Shoreview, MN 55126-5817

On Thursday, April 4, 2013, at 10:00 a.m., three (3) bids were received for the above-referenced project. The bids ranged from a high of \$2,175,441.29 to a low of \$1,768,830.49. The low bid was submitted by Arnt Construction Company.

	<u>Contractor</u>	<u>Total Bid</u>
1	Arnt Construction Company	\$1,768,830.49 **
2	T.A. Schifsky & Sons, Inc.	\$1,828,851.60
3	Forest Lake Contracting, Inc.	\$2,175,441.29
	Engineer's Estimate	\$1,859,304.00

*\*\* Denotes corrected figure*

The low bid received was submitted by Arnt Construction Company, of Hugo, MN in the amount of \$1,768,830.49.

In reliance on our experience with Arnt Construction Company and/or materials and information provided by the contractor, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

Accordingly, we recommend the project be awarded to Arnt Construction Company in the amount of \$1,768,830.49, which compares favorably with the engineer's estimate shown above.

Sincerely,

Susan Mason, PE  
Project Manager

ah

s:\pt\s\shore\118739\5-final-dsgn\52-specs-proj-man\ victoria st reconstruction spec\ bidding documents\ recommendation of award ltr.docx



April 26, 2013

RE: City of Shoreview  
Owasso Street, County Road E and  
Victoria Reconstruction  
SEH No. 118739 14.00

Mark Maloney  
Director of Public Works  
City of Shoreview  
4600 Victoria Street N  
Shoreview, MN 55126-5817

Dear Mark:

Enclosed is Change Order Number 1 for the above referenced project. The purpose of the change order is to add work on Owasso Street that was going to be completed by the developer, into the public contract. This additional work is primarily related to work that must be completed so that existing Owasso Street can be removed, allowing the developer to begin work on their project. Due to the critical timing of this phase of the work, the change order also establishes a specific contract time in which the additional work needs to be completed.

The change order adds \$410,428.55 dollars of work to the contract. Some of the work items were part of the original contract, so the change order simply increases quantities of items already bid, while some of the additional work is new work that required the contractor to submit unit prices. These prices are detailed in the attached letter received from Arnt Construction.

Arnt Construction has committed to completing the additional work in 12 working days, which will start once Notice To Proceed is given and the project work begins.

Now that the schedule and phasing requirements of the project have been established and we have the public contract ready for award, it makes sense from a control and efficiency standpoint to have all the public work in one contract, therefore we recommend that the City consider approval of this change order.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

  
Susan M. Mason, P.E.  
Project Manager

smm  
Attachment

document7



# CHANGE ORDER

City of Shoreview	4/26/2013
OWNER	DATE
City Project 09-12	1
OWNER'S PROJECT NO.	CHANGE ORDER NO.
Owasso Street, County Road B and Victoria Reconstruction	SHORE 118739
PROJECT DESCRIPTION	SEH FILE NO.

The following changes shall be made to the contract documents:

**Description:**

The Owasso Street portion of the project had work item elements that were originally going to be completed by the developer. The schedule has since changed, making it better for the project for that work to be added into the City's contract. In addition, because of the critical nature of the first phase -- removal of existing Owasso Street, the contractor will start the work upon notice to proceed and complete within 12 working days.

**Purpose of Change Order:**

- To add grading, sewer and water main utility, temporary road and other miscellaneous work items as increased bid items or new work items to contract. ( see attached spreadsheet)
- To add a contract time requirement for the additional work.

**Basis of Cost:**       Actual       Estimated

**Attachments (list supporting documents)**

- Spreadsheet of additional bid item increases and new work items

**Contract Status**

Original Contract

Time	Cost
n/a	1,768,830.49

Net Change Prior C.O.'s 0 to 1

n/a	0.00
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Change this C.O. (time to complete add'l work)

12 working days	410,428.55
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Revised Contract

12 working days	\$2,179,259.04
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Recommended for Approval: Short Elliott Hendrickson Inc. by

*[Signature]*

Agreed to by Contractor:

BY *[Signature]*  
TITLE

Approved for Owner:

BY Shoreview City Engineer  
TITLE

Distribution    Contractor 2    Owner 1    Project Representative 1    SEH Office 1

CHANGE ORDER #1

ITEM NO.	ITEM	UNT	BID PRICE	ESTIMATED QUANTITY	TOTAL COST	CHANGE ORDER	
						ESTIMATED QUANTITY	ESTIMATED COST
2021.501	MOBILIZATION	LS	\$2,829.19	1.00	\$2,829.19	1.00	\$2,829.19
2101.502	CLEARING	TREE	\$400.00	24	\$9,600.00	24	\$9,600.00
2101.506	GRUBBING	ACRE	\$4,000.00	0.44	\$1,760.00	0.44	\$1,760.00
2101.507	GRUBBING	TREE	\$50.00	24	\$1,200.00	24	\$1,200.00
2104.501	REMOVE WATER MAIN	LN FT	\$3.00	934	\$2,802.00	934	\$2,802.00
2104.501	REMOVE CONCRETE CURB & GUTTER	LN FT	\$2.00	1,760	\$3,520.00	1,760	\$3,520.00
2104.501	REMOVE SEWER PIPE (SANITARY)	LN FT	\$29.10	641	\$18,653.10	641	\$18,653.10
2104.503	REMOVE CONCRETE SIDEWALK	SF	\$0.64	3,450	\$2,208.00	3,450	\$2,208.00
2104.505	REMOVE BITUMINOUS PAVEMENT (ANY THICKNESS)	SY	\$2.80	2,700	\$7,560.00	2,700	\$7,560.00
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	\$4.00	200	\$800.00	200	\$800.00
2104.509	REMOVE CATCH BASIN	EACH	\$288.00	1	\$288.00	1	\$288.00
2104.509	REMOVE MANHOLE (SANITARY)	EACH	\$524.00	4	\$2,096.00	4	\$2,096.00
2104.509	REMOVE GATE VALVE & BOX	EACH	\$172.00	3	\$516.00	3	\$516.00
2104.523	SALVAGE SIGN	EACH	\$25.00	8	\$200.00	8	\$200.00
2104.523	SALVAGE CASTING	EACH	\$120.00	4	\$480.00	4	\$480.00
2104.523	SALVAGE HYDRANT AND VALVE ASSEMBLY	EACH	\$230.00	3	\$690.00	3	\$690.00
2104.523	SALVAGE CURB STOP AND BOX	EACH	\$292.00	1	\$292.00	1	\$292.00
2105.501	COMMON EXCAVATION (P)	CY	\$18.90	4,568	\$86,297.40	4,568	\$86,297.40
2105.507	SUBGRADE EXCAVATION (EV) (P)	CY	\$18.90	2,914	\$53,184.60	2,914	\$53,184.60
2105.522	SELECT GRANULAR BORROW - MOD. 7 1/2 (CV)	CY	\$15.52	2,814	\$43,673.28	2,814	\$43,673.28
2105.523	COMMON BORROW (CV)	CY	\$15.52	1,029	\$15,970.08	1,029	\$15,970.08
2105.601	TEMPORARY ROAD	LS	\$9,940.00	1	\$9,940.00	1	\$9,940.00
2111.501	TEST ROLLING	RD STA	\$40.00	9	\$360.00	9	\$360.00
2123.61	STREET SWEEPER W/PICK-UP BROOM	HOURL	\$30.00	20	\$600.00	20	\$600.00
2451.603	CRUSHED ROCK PIPE FOUNDATION	LN FT	\$19.00	800	\$15,200.00	800	\$15,200.00
2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$381.00	1	\$381.00	1	\$381.00
2503.602	8" X 8" PVC WYE	EACH	\$183.00	1	\$183.00	1	\$183.00
2503.602	8" X 8" PVC WYE	EACH	\$307.00	1	\$307.00	1	\$307.00
2503.603	8" PVC SANITARY SEWER PIPE, SDR 26 (ALL DEPTHS)	LN FT	\$40.30	60	\$2,418.00	60	\$2,418.00
2503.603	6" PVC SANITARY SEWER PIPE RISER PIPE, SDR 26	LN FT	\$46.80	10	\$468.00	10	\$468.00
2503.603	8" PVC SANITARY SEWER PIPE, SDR 35 (ALL DEPTHS)	LN FT	\$52.00	302	\$15,704.00	302	\$15,704.00
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$2,360.00	3	\$7,080.00	3	\$7,080.00
2504.602	FURNISH & INSTALL GATE VALVE AND BOX (6" OR 8")	EACH	\$2,192.00	4	\$8,608.00	4	\$8,608.00
2504.602	HYDRANT	EACH	\$3,710.00	2	\$7,420.00	2	\$7,420.00
2504.602	2" CORPORATION STOP	EACH	\$582.00	1	\$582.00	1	\$582.00
2504.602	2" CURB STOP AND BOX	EACH	\$976.00	1	\$976.00	1	\$976.00
2504.603	2" TYPE K COPPER WATER SERVICE	LN FT	\$47.30	60	\$2,838.00	60	\$2,838.00
2504.603	6" WATER MAIN DUCTILE IRON (CLASS 53) - OWASSO STREET	LN FT	\$50.50	137	\$6,918.50	137	\$6,918.50
2504.603	8" WATER MAIN DUCTILE IRON (CLASS 53)	LN FT	\$53.10	866	\$45,984.60	866	\$45,984.60
2504.603	12" WATER MAIN DUCTILE IRON (CLASS 53)	LN FT	\$103.00	30	\$3,090.00	30	\$3,090.00
2504.604	4" POLYSTYRENE INSULATION	SY	\$46.00	20	\$920.00	20	\$920.00
2504.608	DIP WATER MAIN FITTINGS	LBS	\$6.00	460	\$2,760.00	460	\$2,760.00
2508.602	CASTING ASSEMBLY R-1733 (SANITARY)	EACH	\$1,080.00	3	\$3,240.00	3	\$3,240.00
2508.602	CONSTRUCT SANITARY SEWER MANHOLE (ALL DEPTHS)	EACH	\$2,650.00	3	\$7,950.00	3	\$7,950.00
2533.507	PORTABLE PRECAST CONC BARRIER DES 8337	LN FT	\$19.00	530	\$8,480.00	530	\$8,480.00
2573.502	SILT FENCE, PREASSEMBLED	LN FT	\$1.80	1,698	\$3,052.80	1,698	\$3,052.80
2573.502	STORM DRAIN INLET PROTECTION	EACH	\$50.00	7	\$350.00	7	\$350.00
TOTAL CHANGE ORDER COST					\$410,428.55	\$410,428.55	



April 12, 2013

RE: Shoreview, Minnesota  
Signal Materials Ordering-Controller  
and Cabinet Equipment  
Victoria Street at County Road E/  
Owasso Street  
SAP 062-615-029, 062-952-019, and  
167-266-002  
SEH No. SHORE 118739

Mr. Mark Maloney, PE  
Public Works Director  
City of Shoreview  
4600 North Victoria Street  
Shoreview, Minnesota 55126

Dear Mr. Maloney:

This letter is intended to outline for you the information needed for the City of Shoreview to advance purchase long-lead time traffic signal materials and electrical equipment (traffic signal controller and controller cabinet), for the new traffic signal installation at Victoria Street and County Road E/Owasso Street.

By advance purchasing these items, the City can:

- save contactor markup for providing these items, and
- ensure that these materials will be available in advance of when work on the railroad and intersection is anticipated to occur that will require shut down of the existing signal system (August 2013). Note that anticipated lead-time for these materials is approximately 12-14 weeks from when the order is placed with the supplier, and can be longer if demand increases during this period.

As requested back in May 2012, SEH solicited a price quote from the local supplier that provides the County recommended controller cabinet equipment that is required to be Aries system compatible (Traffic Control Corporation). The supplier provided us with a price quote for these materials originally on May 11, 2012 and updated their quote on April 10, 2013 (same cost each time), and a copy of the current detailed price quote is attached to this letter for your information and records.

Enclosed with this letter is a sample letter that the City can use to advance purchase these items for the new signal system. The sample cover letter has been compiled to detail the specific equipment that needs to be advance ordered from Traffic Control Corporation. The cover letter can be used as shown or modified as you see fit, adding the City's letterhead to the letter. The City will need to issue a purchase order to Traffic Control Corporation for these materials.

Mr. Mark Maloney, PE  
April 12, 2013  
Page 2

The prices shown on the cover letter are the prices quoted directly from Traffic Control Corporation for these items. These prices do not include sales tax; as we were unsure whether the City was able to tax-exempt order these items.

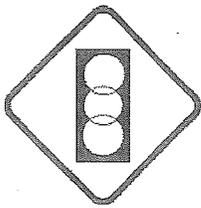
Please feel free to call me if you have any comments or questions regarding the above-mentioned information, or if you need further assistance on the project (651.490.2073).

Sincerely,  
SHORT ELLIOTT HENDRICKSON INC.

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

John M. Gray, PE  
Project Engineer

jmg  
Enclosures



**TRAFFIC CONTROL  
CORPORATION**

5651 Memorial Avenue  
Oak Park Heights, MN 55082

Quotation No: 413198-00  
Quotation Date: 04/10/2013  
Customer No: 013152  
Page No: 1

SHOREVIEW, CITY OF  
CITY HALL  
SHOREVIEW MN 55126

Phone: (651)490-4652  
Fax: (651)490-4696

CO RD-E & VICTORIA ROAD TS2  
Your Request No:

**ATTN: JERRY AUGE**

Item	Part No / Description	Quantity	Unit Price	Extended Price
001	CO RD E & VICTORIA 77" TS2 Cabinet, built to Ramsey County Specifications will added Detector Rack, 22 Detectors, 5 BIUS, Rail Road interface panel and added fues blocks to accomodate the phasing/operation at this location.	1.00 EA	32,250.00	\$ 32,250.00

---

Total Items Price **\$ 32,250.00**

Above prices do not include sales tax.

Payment terms are Net 30 days with prior approved credit.

Prices are firm for 30 days.

Delivery is approximately 45-60 days after release.

**Taxes not Inlcuded. Quote Is based on selling cabinet directly to the City of Shoreview. Installation provided by others, TCC  
Technician will be on site for turn-on, after Electrical Contractor has completed all of the field and cabinet connections.**

**Allen J. Elsingher**

PROPOSED MOTION

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

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

To approve the easement agreements and land purchase and authorize the Mayor and City Manager to sign said documents for Mounds View School District, Canadian Pacific Railroad and Deluxe Corporation in conjunction with the Owasso Street Realignment Improvements, City Project 09-12.

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

REGULAR COUNCIL MEETING  
MAY 6, 2013

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: TOM HAMMITT  
SENIOR ENGINEERING TECHNICIAN

DATE: APRIL 30, 2013

SUBJ: APPROVAL OF EASEMENTS AND LAND PURCHASE WITH  
MOUNDS VIEW SCHOOL DISTRICT  
CANADIAN PACIFIC RAILROAD  
DELUXE CORPORATION  
OWASSO STREET REALIGNMENT, CITY PROJECT 12-09

### BACKGROUND

The City is proceeding with public infrastructure improvements associated with the Lakeview Terrace Development. At the May 6, 2013 meeting, Council will be asked to award a contract for the realignment of Owasso Street which includes work along Victoria Street and County Road E. As required by the construction, certain easements from affected property owners are required to complete the project.

### DISCUSSION

Three property owners have consented to allow the City to acquire certain easements or purchase property to facilitate construction of the project. The three parties and a brief discussion of each are listed below.

#### Mounds View School District-Island Lake School

The City's project includes replacing water main, building a turn lane and installing a new trail along the south side of County Road E from Vivian Avenue to Victoria Street. There are 3 construction easements related to construction.

They are a permanent roadway easement for the corner of County Road E/ Victoria Street, a permanent trail/utility easement along County Road E and a temporary construction easement. There are no dollar amounts to be paid for these easements. In exchange for the easements, the City will construct a black vinyl chain link fence along the trail, grading a portion of the school property to provide positive drainage from the athletic fields across the trail and removal and replacement of certain trees. A copy of agreement and the exhibit are attached.



Canadian Pacific Railroad

- |                                      |                 |
|--------------------------------------|-----------------|
| • Release of Liability               | No Cash payment |
| • Roadway Easement Agreement 3528701 | \$ 19,125.00    |
| • Purchase Agreement                 | \$ 55,105.00    |

Deluxe Corporation

- |   |              |
|---|--------------|
| • Permanent Sidewalk & Utility Easement | \$ 21,416.00 |
| • Temporary Construction Easement       | \$ 7,197.00  |

RECOMMENDATION

It is recommended to approve the above agreements and purchases and authorize the appropriate signatures on those documents.

**WAIVER OF TRESPASS  
AGREEMENT TO CONVEY EASEMENT**

1.0 Parties. This agreement ("Agreement") is entered into by and between Independent School District (ISD) 621 ("Grantor") and the City of Shoreview, a Minnesota statutory city ("City").

2.0 Recitals.

A. Grantor is the record fee owner of the following described property ("Property") situated in Shoreview, Minnesota:

That part of the north one-half of the Northwest one-quarter of the Northeast one-quarter (N1/2 of NW1/4 of NE14) of Section 35, Township 30 North, Range 23 West, which lies westerly of the center line of Victoria Street as now dedicated and laid out thereon, and southerly of a line running parallel with and fifty (50) feet distant Southerly, measured at right angles, from the center line of the most Southerly main track of the Minneapolis, St. Paul and Sault Ste. Marie Railroad Company's railroad as the same is now located maintained and operated except that part of the above tract of land described as follows, to-wit: Beginning at the South line thereof, which is 368.34 feet East of the Southwest corner thereof; thence due North a distance of 216 feet; thence due East and parallel to the South line of said tract a distance of 470.95 feet to the center line of Victoria Street; thence South 15 degrees 47 minutes West along the center line of Victoria Street, a distance of 125.31 feet; thence Southerly following a curve left (whose radius is 199.7 feet and central angle is 47 degrees 10 minutes) a distance of 96.43 feet to the South line of said tract; thence due West along said south line of said tract a distance of 433.72 feet to the point of beginning, subject to an easement for street purposes in that part thereof lying within the line of Victoria Street as now dedicated and laid out over said premises, according to the United States Government Survey thereof.

B. The City will be reconstructing County Road E from Vivian Avenue to Victoria Street along with the Owasso, County Road E and Victoria Street Improvement Project 09-12 ("Project") in 2013 and 2014. As part of the project a bituminous trail is being constructed along the School District property.

C. In order to construct the Project, the City needs to acquire a permanent right-of-way easement and a temporary construction easement over a portion of the Property.

D. The permanent easement for trail and utility purposes is shown on the attached easement exhibit and described as follows:

A perpetual easement for trail and utility purposes over, under, and across that part of the north half of the Northwest Quarter of the Northeast Quarter of Section 35, Township 30 North, Range 23 West, Ramsey County, Minnesota, described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence South 00 degrees 26 minutes 15 seconds East, assumed bearing, along the west line of said Northeast Quarter 79.13 feet; thence South 88 degrees

09 minutes 54 seconds East 96.55 feet to the southerly right of way line of County Road E, said point being the point of beginning of the easement to be described; thence continuing South 88 degrees 09 minutes 54 seconds East 311.85 feet; thence North 85 degrees 30 minutes 45 seconds East 193.61 feet; thence South 89 degrees 06 minutes 41 seconds East 262.36 feet; thence South 38 degrees 16 minutes 52 seconds East 16.21 feet; thence South 11 degrees 41 minutes 08 seconds West 31.99 feet; thence South 77 degrees 27 minutes 04 seconds East 5.00 feet to the westerly right of way line of Victoria Street; thence North 11 degrees 41 minutes 08 seconds East, along said westerly right of way line 30.48 feet to a point hereinafter referred to as "Point A"; thence North 38 degrees 16 minutes 52 seconds West 38.59 feet to the southerly right of way line of said County Road E; thence North 88 degrees 14 minutes 53 seconds West, along said southerly right of way line 511.61 feet; thence southwesterly 249.95 feet along a tangential curve, concave to the southeast, radius 786.02 feet, central angle 18 degrees 11 minutes 00 seconds to the point of beginning.

- E. The permanent easement for roadway purposes is shown on the attached easement exhibit and described as follows:

A perpetual easement for roadway purposes over, under, and across that part of said north half of the Northwest Quarter of the Northeast Quarter of Section 35, Township 30 North, Range 23 West, Ramsey County, Minnesota, described as follows:

Commencing at said "Point A"; thence continuing North 11 degrees 41 minutes 08 seconds East, along said westerly right of way line of Victoria Street 30.00 feet to the intersection of the southerly right of way line of said County Road E; thence North 88 degrees 14 minutes 53 second West, along said southerly right of way line 30.00 feet; thence South 38 degrees 16 minutes 52 seconds East 38.59 feet to the point of beginning.

- F. The temporary easement is shown on the attached easement exhibit.

3.0 Terms and Conditions. In consideration of the undertakings herein expressed, the parties agree as follows:

- A. Grantor hereby authorizes the City, its employees and contractors to enter upon the Easement Area for purposes of constructing the Project.
- B. The Project will include the following items (attached are pertinent construction drawings):
1. Construction of a black vinyl coated chain link fence along trail being constructed along County Road E.
  2. Grading of Grantor property adjacent to the trail to provide positive drainage.
  3. Restoration of disturbed areas, replacement of trees removed.

- C. Upon request, Grantor shall provide the City attorney with evidence of title to the Property consisting of an abstract of title, a certificate of title, a title insurance policy or some other proof of ownership acceptable to the City attorney.
- D. The Grantor will cooperate in obtaining consents from Mortgagees or other lien holders and encumbrancers.
- E. At its sole cost, the City will examine title to the Property; prepare documents necessary to convey the easement from Grantor to the City and record the Grant of Easement.
- F. Upon receipt of a fully executed and recordable Grant of Easement, the City shall execute the items on behalf of the Grantor included in "B" above as payment.

Dated: \_\_\_\_\_

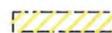
By: \_\_\_\_\_

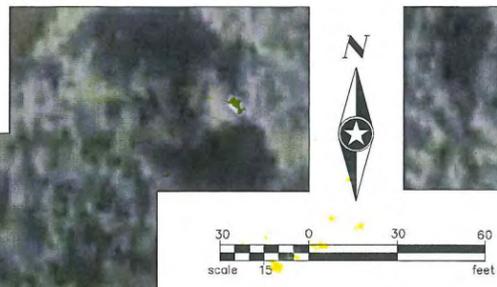
CITY OF SHOREVIEW

Dated: \_\_\_\_\_

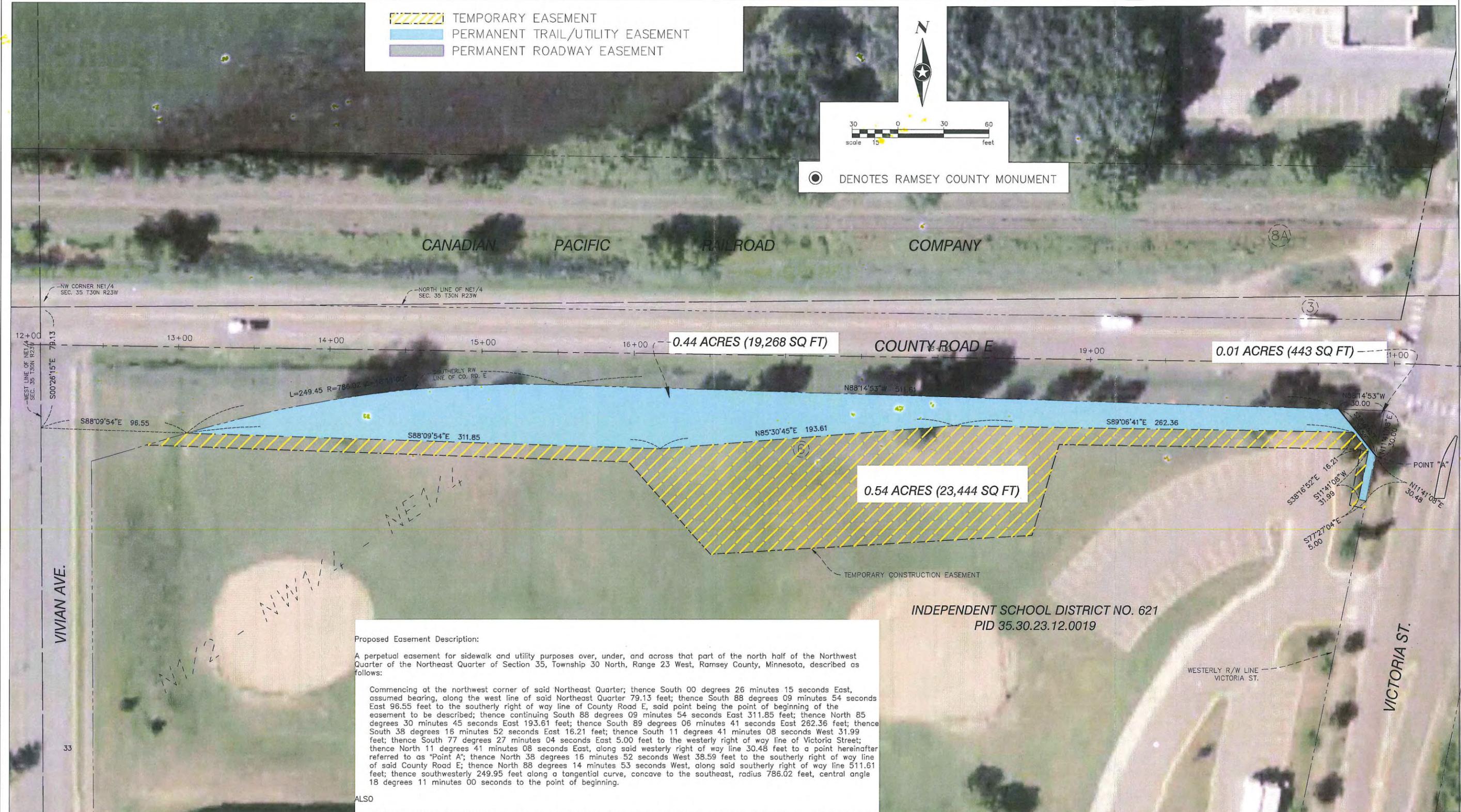
By: \_\_\_\_\_

Sandra Martin  
Mayor

-  TEMPORARY EASEMENT
-  PERMANENT TRAIL/UTILITY EASEMENT
-  PERMANENT ROADWAY EASEMENT



⊙ DENOTES RAMSEY COUNTY MONUMENT



0.44 ACRES (19,268 SQ FT)

0.01 ACRES (443 SQ FT)

0.54 ACRES (23,444 SQ FT)

INDEPENDENT SCHOOL DISTRICT NO. 621  
PID 35.30.23.12.0019

**Proposed Easement Description:**

A perpetual easement for sidewalk and utility purposes over, under, and across that part of the north half of the Northwest Quarter of the Northeast Quarter of Section 35, Township 30 North, Range 23 West, Ramsey County, Minnesota, described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence South 00 degrees 26 minutes 15 seconds East, assumed bearing, along the west line of said Northeast Quarter 79.13 feet; thence South 88 degrees 09 minutes 54 seconds East 96.55 feet to the southerly right of way line of County Road E, said point being the point of beginning of the easement to be described; thence continuing South 88 degrees 09 minutes 54 seconds East 311.85 feet; thence North 85 degrees 30 minutes 45 seconds East 193.61 feet; thence South 89 degrees 06 minutes 41 seconds East 262.36 feet; thence South 38 degrees 16 minutes 52 seconds East 16.21 feet; thence South 11 degrees 41 minutes 08 seconds West 31.99 feet; thence South 77 degrees 27 minutes 04 seconds East 5.00 feet to the westerly right of way line of Victoria Street; thence North 11 degrees 41 minutes 08 seconds East, along said westerly right of way line 30.48 feet to a point hereinafter referred to as "Point A"; thence North 38 degrees 16 minutes 52 seconds West 38.59 feet to the southerly right of way line of said County Road E; thence North 88 degrees 14 minutes 53 seconds West, along said southerly right of way line 511.61 feet; thence southwesterly 249.95 feet along a tangential curve, concave to the southeast, radius 786.02 feet, central angle 18 degrees 11 minutes 00 seconds to the point of beginning.

ALSO

A perpetual easement for roadway purposes over, under, and across that part of said north half of the Northwest Quarter of the Northeast Quarter of Section 35, Township 30 North, Range 23 West, Ramsey County, Minnesota, described as follows:

Commencing at said "Point A"; thence continuing North 11 degrees 41 minutes 08 seconds East, along said westerly right of way line of Victoria Street 30.00 feet to the intersection of the southerly right of way line of said County Road E; thence North 88 degrees 14 minutes 53 second West, along said southerly right of way line 30.00 feet; thence South 38 degrees 16 minutes 52 seconds East 38.59 feet to the point of beginning.

DRAWING NAME: S:\PT\1\Shore\118735\9-survey\Easements\Cadd\eh118735eas.dwg LAYOUT TAB: School PLOTTED: Apr 30, 2013 11:24am

DRAWN BY:	SJP		
CHECKED BY:	LCK		
SURVEYED BY:			
	NO.	BY	DATE
			REVISIONS

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.  
Signature: *Luke Kranz* Lic. No. 46535  
Printed Name: LUKE C. KRANZ Date: 4/25/12



PHONE: 651.490.2000  
3535 VADNAIS CENTER DR.  
ST. PAUL, MN 55110-5196  
www.sehinc.com

INDEPENDENT SCHOOL DISTRICT  
NUMBER 621

EASEMENT EXHIBIT  
IN THE N1/2-NW1/4-NE1/4  
SEC. 35, T30N, R23W  
RAMSEY COUNTY, MN

FILE NO.  
SHORE 118739  
DATE  
04/25/12

BOOK  
SEE  
FILE PAGE

## PURCHASE AND SALE AGREEMENT

Canadian Pacific  
900 Canadian Pacific Plaza  
120 S. Sixth St.  
Minneapolis, Minnesota 55402

Attn: Director, Real Estate, U.S.

1. **BUYER AND SELLER:** The undersigned (Buyer) offers to purchase certain Property (as defined in Section 3) from Soo Line Railroad Company, doing business as Canadian Pacific Railway (Seller).

2. **ACCEPTANCE:** This offer shall be void if not accepted by Seller within ninety (90) days of its date. The accepted offer is sometimes referred to as "**this Agreement.**"

3. **PROPERTY:** The Property consists of the land in Shoreview, Ramsey County, Minnesota shown in approximation on the map labeled Exhibit A that is attached hereto and made a part hereof (the Land) and the improvements thereon (the Improvements) (collectively, the Property); provided, however, that the Improvements do not include those improvements which are excluded from the purchase by other provisions of this offer. The legal description of the Land will be generated from the survey described in paragraph 15.

4. **DEED: RESERVATIONS AND COVENANTS; BILL OF SALE:** The Property will be conveyed at the closing by quit claim deed. Upon written notice from Buyer requesting same, given at least ten (10) days in advance of the closing, Seller will deliver at the closing a quit claim bill of sale for any personal property included in the purchase. The following reservations and covenants will be included in the deed together with a restatement of Sections 26, 27 and 28 .

In these reservations and covenants, Seller is referred to as Grantor, Buyer is referred to as Grantee, and the Property is referred to as the real property. The locations of any easement reservations described below are general and the specific descriptions to be recited in the quit claim deed shall be derived by the survey required in Section 15:

Grantor reserves unto itself, and its successors and assigns, all minerals on or under the surface of the real property (or otherwise accessible from the real property), together with the full right, through its servants, employees, agents, licensees, and appointees, to enter and utilize the real property for the purpose of exploring for, mining, and removing said minerals. Grantor shall at all times exercise these rights in such a manner as not to cause unnecessary damage to the surface of the real property. As used herein, "minerals" is used in its broadest sense and means any naturally occurring substance, of any nature whatsoever, whether organic or inorganic, metalliferous or nonmetalliferous, on or under the surface of the real property (or otherwise accessible from the real property), and it specifically includes, but is not limited to, water, oil, gas, petroleum, coal, peat, sand, gravel, clay, scoria, stone, gemstones, and chemical substances. Notwithstanding the foregoing, Grantor's reservation of minerals shall not be construed as an assumption of liability as a result of, arising from, or relating to the presence on the property of hazardous substances. As used herein, "**hazardous substances**" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or other chemical, substance or material listed or regulated by any federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

As used in this paragraph, "**Appurtenant Parcel**" means real estate or real estate interests which are: (a) owned by Grantor as of the date hereof and (b) located adjacent to (though not necessarily contiguous to) the above-described real property. Grantor reserves unto itself, and its successors and assigns, a permanent, non-exclusive easement in, over, under, and upon the above-described real property for the continued use, access to, maintenance, and renewal of such existing public and private utilities as are needed to serve the Appurtenant Parcel, including, but not limited to, sewers, drains, water mains, conduits, steam lines, compressed air lines, pneumatic lines, gas lines, oil or gasoline pipelines, wires, cables, electric lines, signal and communication lines, and telephone or telegraph lines (and other data transmission lines). Said easement shall be appurtenant to, and for the benefit of, the Appurtenant Parcel.

Whereas, the real property lies adjacent to and Southerly of land owned, and to be retained, by Grantor for railroad purposes, the "**Railroad Property.**" Grantee hereby covenants that it shall:

- a) at its cost and expense construct and thereafter maintain, repair and replace upon the real property or other land not belonging to Grantor such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related improvements as are necessary to prevent either an increase in the historic flow rate of storm water runoff from the real property to the Railroad Property, an impediment to the historic flow of storm water runoff from the Railroad Property to the real property;
- b) not take or allow any action upon the real property that would materially impair the lateral or subadjacent support of the Railroad Property;

The foregoing covenants are intended to, and shall, "run with the land," and shall be binding upon subsequent owners of the real property.

All utilities and related facilities whether above, below or upon the surface of real property, including, but not limited to electrical transmission and distribution lines, telephone lines, fiber optic or coaxial cables, pipelines, sewers, and transmission towers (such as for cellular telephone service, and any improvement appurtenant there to, such as, but not limited to, poles, guy wires, anchors, footings, foundations, transformers, junction or service boxes, or repeater or signal stations, collectively the "**Utilities,**" and all agreements relating to such Utilities, are excepted from the purchase, and Grantor reserves to itself, and its successors and assigns a permanent easement, or easements, as the case may be, (Utility Easement(s)) over the portions of the real property located within ten (10) feet of each such Utility, for the operation, maintenance, repair, alteration, renewal, replacement, and removal of such Utility, together with a permanent easement of sufficient width for pedestrian and vehicular access (an Access Easement) to and from each such Utility and the right to trim vegetation that may deemed by the operator of any such Utility to interfere with such Utility.

5. [not applicable]

6. [not applicable]

7. **PURCHASE PRICE:** The purchase price of the Property is \$55,105.00 net to the Seller. The square footage shall be certified in the survey required by Section 15.

8. **CLOSING:** Except as otherwise provided in Section 9, this transaction shall close at a mutually agreeable time and place no later than ninety (90) days after Seller's acceptance of this offer.

9. **GOVERNMENTAL APPROVAL:** If Seller is required to obtain governmental approval or exemption in lieu thereof (collectively, Authorization) in order to consummate this transaction, this Agreement shall be contingent upon the granting of Authorization, and Buyer will cooperate with Seller to

obtain Authorization. If Authorization is not obtained within one hundred eighty (180) days after Seller's acceptance of this offer (the Contingency Period), this Agreement shall automatically terminate at the end of the Contingency Period. If Authorization is not obtained prior to the expiration of the time period specified in Section 8, the date for closing shall be delayed to a date no later than 15 days after Authorization is obtained; however, under no circumstances shall the closing be delayed to a date later than one hundred eighty (180) days after Seller's acceptance of this offer. If this Agreement terminates pursuant to this Section, Seller shall refund the Deposit, without interest.

10. **ESCROW:** Should the parties agree to close in escrow, Buyer will pay all fees and charges in connection with the escrow.

11. **DEPOSIT; PAYMENT OF PURCHASE PRICE:** Buyer encloses \$5,500.00 (the Deposit) in the form of a certified check or cashier's check payable to Seller. Seller shall refund the Deposit, without interest, if this offer is not timely accepted by Seller; otherwise, the Deposit shall be applied to the purchase price. The balance of the purchase price shall be paid to Seller at the closing by a certified or cashier's check payable to Seller.

12. **ENCUMBRANCES:** The Property will be conveyed subject to facts which would be disclosed by a comprehensive survey, rights and claims of parties in possession, rights of the public, and easements, leases, licenses, and permits. Buyer may object to the marketability of Seller's title on the basis of such matters.

13. **JUDGMENT LIENS:** Any judgment against Seller which may appear of record as a lien against the Property shall be settled and satisfied by Seller within thirty (30) days after it becomes final and unappealable, and Seller shall indemnify Buyer, and Buyer's title insurer, for any loss sustained by either of them as a result of Seller's failure to have any such judgment lien so settled and satisfied. Buyer may object to the marketability of Seller's title on the basis of such matters.

14. [not applicable]

15. **SURVEY:** Buyer shall, at its expense, obtain a survey of the land. The survey shall be prepared by a surveyor registered in the state of Minnesota. If the Land is registered (i.e., Torrens) land, or if a certified survey is required by law, the survey shall be duly certified. The survey shall show:

- (a) and describe the Property to be sold;
- (b) and describe easements or other rights reserved onto Seller pursuant to section 4, including, but not limited to, billboard(s), utility lines or railroad tracks;
- (c) the location of all known easements and improvements, including, but not limited to, easements for railroad tracks, including easements reserved for tracks pursuant to section 4; and
- (d) the location of all Seller's railroad tracks within 50 feet of the outer boundaries of the Land.

If the purchase price requires a certification as to square footage, the same shall be certified by the surveyor. The survey shall be subject to Seller's approval, which approval shall not be unreasonably withheld. Buyer shall deliver the survey to Seller no later than 45 days after Seller's acceptance of this offer. Seller shall have 10 days in which to disapprove the survey by giving notice to Buyer of the matters which render the survey unacceptable. If Seller fails to give such notice, the survey shall be deemed approved. If Seller gives such notice, Buyer shall make a good faith attempt to remedy such matters and shall, within 10 days of Seller's notice, deliver a revised survey to Seller. Seller shall have 10 days in which to disapprove the revised survey by giving Buyer notice of the matters which render it unacceptable. If Seller fails to give such notice, the survey shall be deemed approved. If Seller gives such notice, this Agreement shall thereupon terminate unless Seller, at its option, shall agree in writing to permit Buyer to make additional revisions to the survey. If this Agreement is terminated pursuant to this Section, Seller shall refund the Deposit without interest; provided, however, that Seller may retain the

Deposit, as liquidated damages, in the event such termination results from Buyer's bad faith failure to comply with the spirit and intent of this Section.

16. **SUBDIVISION PLATS:** Buyer will be responsible for preparing, at its expense, any survey or plat required by any governmental authority (including any survey or plat of Seller's property contiguous to the Land, where such survey or plat is required in connection with or as a consequence of, Buyer's purchase of the Land). The survey or plat shall not be filed or recorded until Seller has approved it.

17. **RIGHT OF ENTRY:** During the first 45 days after Seller's acceptance of this offer, Buyer (and its employees, agents, and contractors) may enter the Property and, to the extent necessary to effectuate the purposes of this Section, Seller's land in the vicinity of the Property (such land and the Property being referred to, collectively, as the Site), for the purpose of conducting soil tests, environmental tests, and a survey, subject to the following conditions:

- (a) Buyer shall give Seller reasonable advance notice of the date and time of each entry and the nature of the activities to be conducted on the Site at each such date and time.
- (b) Seller may elect to be present during the conduct of such activities and to monitor same. Such monitoring shall not relieve Buyer of any liability under this Section 17.
- (c) Prior to entering the Site, Buyer shall secure the permission of any tenant then in possession of same.
- (d) Upon the completion of its activities on the Site, Buyer shall remove any debris resulting from such activities and shall restore the Site to the condition it was in prior to the commencement of such activities.
- (e) Buyer shall indemnify, hold harmless and defend the Indemnitees (as defined below) from and against all Claims arising out of, resulting from or relating to any loss of (or damage to) any property or business or any injury to (or death of) any person, where such loss, damage, injury, or death actually or allegedly arises (whether directly or indirectly, wholly or in part) from: (a) any action or omission of Buyer (or its employees, agents, or contractors) while on the Site pursuant to this Section 17; or (b) the exercise by Buyer (or its employees, agents, or contractors) of the permission granted by this Section 17; or (c) the release of any Hazardous Substance (as defined in Section 30) resulting (directly or indirectly, wholly or in part) from any action or omission of Buyer (or its employees, agents, or contractors) while on the Site pursuant to this Section 17. Indemnitees means Seller, its subsidiaries, affiliated companies and parent companies, and their directors, officers, employees and agents, including without limitation Soo Line Corporation, The Milwaukee Motor Transportation Company, Hiawatha Transfer Company, and Canadian Pacific Railway Company.
- (f) Buyer (and its employees, agents, and contractors) shall comply with all applicable laws while on the Site.
- (g) Buyer will not commence any environmental testing until its work plan for such testing has been approved in writing by Seller, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer will provide Seller with complete copies of the test data and test reports as soon as they are available to Buyer.
- (h) The cost of any test or survey will be borne solely by Buyer.
- (i) Test holes shall be located no closer than 10 feet from the nearest rail of any railroad track located on or adjacent to the Site. Drilling equipment and related equipment shall not be placed closer than 10 feet from the nearest rail of any such track.

- (j) While on the Site, Buyer (and its employees, agents, and contractors) shall comply with Seller's safety rules, including any requirement regarding the use of flagmen. All costs associated with compliance with such rules shall be borne by Buyer. If Seller shall incur any costs in connection therewith, Buyer shall reimburse Seller within 30 days after receipt of Seller's invoice.
- (k) Unless disclosure is required by court order or applicable law, Buyer shall maintain, and shall cause its employees, agents, and contractors to maintain, the confidentiality of all information pertaining to any environmental test performed on the Site.
- (l) If any mechanic's or materialmen's lien, or similar lien, is asserted against the Site, the Property, or any other property of Seller or the Indemnitees as a result of the exercise of the permission granted in this Section 17, Buyer shall immediately satisfy and/or obtain the release of such lien, all at Buyer's expense, and Buyer shall indemnify, hold harmless and defend the Indemnitees from and against all Claims arising out of or connected with such lien.

18. **TITLE MATTERS:** Seller makes no warranty or representation with respect to the marketability or quality of its title and is not under any obligation to furnish abstracts of title, title reports, or title insurance policies in respect of the Property. Buyer shall have 45 days after Seller's acceptance of this offer in which to raise objections to the marketability of Seller's title. If Buyer objects to Seller's title, it must give Seller notice within such 45-day period, specifying the precise nature of the alleged title defects. The notice must be accompanied by evidence of the alleged defects, in the form of a copy of an abstract of title or a title company's title commitment. If Buyer fails to give proper or timely notice, it shall be deemed to have waived its right to object (except that defects which arise subsequent to the 45-day period shall not be deemed waived unless Buyer fails to give Seller notice of same promptly after it learns, or in the exercise of reasonable diligence should have learned, of them); furthermore, even if Buyer gives proper and timely notice, it shall be deemed to have waived its right to object on the basis of then-existing defects not specified in the notice. Seller shall have 45 days or until the closing, whichever is less (the Cure Period), in which it may, if it so chooses, attempt to cure any defect specified in a timely and otherwise proper notice. Seller has no obligation or responsibility whatsoever to cure (or attempt to cure) any title defect. If Seller shall undertake to cure or attempt to cure any title defect, it may withdraw from such undertaking at any time without penalty; such undertaking shall not create, nor shall it under any circumstance be construed to create, any obligation whatsoever on the part of Seller to cure any such defect. If Seller is unable or unwilling to cure any specified defect, Buyer may terminate this Agreement by giving Seller notice of termination at any time prior to the actual delivery and acceptance of the deed, which notice shall state that this Agreement is being terminated by reason of Seller's failure to cure title defects. If Buyer gives proper and timely notice of termination, Seller shall refund the Deposit, without interest, and shall reimburse Buyer for the actual amount paid by Buyer for the abstract of title or title commitment, provided that the abstract or commitment is delivered and assigned to Seller. By accepting delivery of the quit claim deed, Buyer shall be deemed to waive any and all uncured title defects.

19. **REAL ESTATE TAXES:** The total real estate tax bill payable in the year in which the date of closing occurs will be prorated on a per diem basis as of the closing, using the most recent tax bill; such proration shall be final and binding on Seller and Buyer and there shall be no post-closing adjustment. Taxes payable in any year after closing shall be the responsibility of the Buyer even if the taxes are for a prior year. There will be no proration to the extent the payment of such taxes has been assumed by a lessee under a lease that will be assigned to Buyer or merged into the purchase.

20. **TRANSFER TAXES AND FEES:** Buyer will purchase, affix, and cancel any and all documentary stamps in the amount prescribed by statute, and will pay any and all transfer taxes, excise taxes, sales taxes, use taxes, and fees incidental to the transfer of the Property or the recordation or filing of the deed.

21. **SPECIAL ASSESSMENTS:** Buyer will assume responsibility for paying any special assessment (or installment thereof) where the due date for payment is on or after the closing date, irrespective of the date of the improvement.

22. **NOTICES:** Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the business address of the party to whom addressed. If delivered at the closing, a notice shall be deemed given when hand-delivered to the party's representative at the closing. The business addresses of the parties are as follows:

Seller --  
mail & delivery  
address:

900 Canadian Pacific Plaza  
120 S 6<sup>th</sup> St.  
Minneapolis, MN 55402  
Director, Real Estate, U.S.

telecopier:

(612) 904-6147  
Director, Real Estate, U.S.

Buyer --  
mailing address:

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Attn:

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delivery address:

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Attn:

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Telecopier:

Attn:

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Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

23. **REAL ESTATE BROKERS:** Seller represents that it has not retained any real estate broker or agent in connection with this transaction. If any real estate broker or agent can establish a valid claim for commission or other compensation in connection with this transaction, such commission or other compensation shall be paid by Buyer.

24. **LEASES:** Except as may be reserved unto Seller pursuant to Section 4, at and as of the closing, Seller will assign to Buyer Seller's rights, and Buyer will assume Seller's obligations, under any lease which: (a) was granted by Seller (or its predecessors in interest) as lessor, (b) is known to Seller, and (c) includes or burdens any portion of the Property; provided, that if Buyer is the lessee under such a lease, that lease shall merge into the purchase as of the closing. And further provided, that if a lease includes property other than the Property, the assignment and assumption (or merger) shall be limited to the

leasehold interest in the Property. The assignment and assumption contemplated by this Section shall be limited to rights and obligations accruing as of and after the closing. Prepaid rentals shall be prorated on a per diem basis at and as of the closing. In the event of a partial assignment or merger, rentals in respect of the period from and after the closing shall be adjusted between Seller and Buyer on the basis of the square footage of the land area of their respective interests in the leased premises; provided, however, that where the rental was established on a basis other than square footage, the adjustment shall be determined using such other basis. Seller will provide a copy of each such lease to Buyer within 30 days after Seller accepts this offer. At the closing, the parties will execute an assignment and assumption agreement incorporating the terms of this Section and identifying such lease or leases.

**25. EASEMENTS, LICENSES, AND PERMITS:** Except as may be reserved unto Seller pursuant to Section 4, at and as of the closing, Seller will assign to Buyer Seller's rights, and Buyer will assume Seller's obligations, under existing easements, licenses, and permits (collectively, instruments) which: (a) were granted by Seller (or its predecessors in interest), (b) are known to Seller, and (c) include or burden any portion of the Property. There shall be no proration of prepaid rentals, prepaid fees, or other prepaid charges in respect of any such instrument. If such an instrument pertains in part to property other than the Property, the assignment and assumption shall be limited to the interest the instrument creates in the Property. In the event of such partial assignment, the rentals, fees, and other charges which come due after the closing shall be allocated between Seller and Buyer on the basis of the square footage of the land area of their respective interests in the property affected by the instrument; provided, however, that where the rental, fee, or other charge was established on a basis other than square footage, the adjustment shall be determined using such other basis. The assignment and assumption contemplated by this Section shall be limited to rights and obligations accruing as of and after the closing. Seller will provide a copy of each such instrument to Buyer within 30 days after Seller accepts this offer. At the closing, the parties will execute an assignment and assumption agreement incorporating the terms of this Section and identifying such instrument or instruments.

**26. AS IS; ALL FAULTS; NO REPRESENTATION BY SELLER:** Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that:

- (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property;
- (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and
- (iv) the condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

**27. RELEASE:** Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer

had, has or may have against Seller and its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or uncontroverted, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

28. **INDEMNITY:** Buyer agrees to indemnify, hold harmless and defend Seller and its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf for, from and against any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) past, present and future, existing and contingent, known and unknown arising out of, resulting from, or relating to the condition of the Property. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or uncontroverted, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Seller's actions or inactions.

29. **ENVIRONMENTAL: PARTIES' RIGHT TO TERMINATE:** Either party may terminate this Agreement at any time prior to the delivery of the deed if it determines, in the exercise of its discretion, that circumstances related to Hazardous Substances render the sale inadvisable. In the event of such termination, Seller will refund the Deposit, without interest. The closing of the sale, if it occurs, is not, and shall not be construed as, an actual or implied representation or warranty by Seller as to the condition of the Property or the absence of Hazardous Substances.

30. **DEFINITIONS:**

"**Claim**" or "**Claims**" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

"**Environmental Law**" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

"**Hazardous Substance**" or "**Hazardous Substances**" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

31. **LITIGATION EXPENSES:** In any action brought in connection with this Agreement, the prevailing party shall be entitled to recover its litigation expenses, including, but not limited to, court costs, disbursements, witness fees, experts' fees, and attorneys' fees.

32. **TIME OF THE ESSENCE:** Time is of the essence of this Agreement.

33. **LIQUIDATED DAMAGES AND SPECIFIC PERFORMANCE:** If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may, at Seller's option,

declare this Agreement terminated and retain the Deposit as agreed liquidated damages, or have this Agreement specifically enforced. Likewise, if Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may declare this Agreement terminated (in which event Seller shall refund the Deposit, without interest), or Buyer may have this Agreement specifically enforced. The rights and remedies granted to the parties in this Section are intended to be cumulative to all other rights and remedies available to the parties (whether under this Agreement, at law, in equity or otherwise); accordingly, the exercise by either party of any such right or remedy shall not preclude it from exercising any other such right or remedy.

34. **COMPUTATION OF TIME:** For the purpose of computing the time periods specified in this Agreement, Saturdays, Sundays and legal holidays shall be counted. However, where the last day for performing any act falls on a Saturday, Sunday, or legal holiday, that act may be performed on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

35. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Property. Buyer has not relied on any statements or representations by Seller except as are set forth in this Agreement.

36. **NON-ASSIGNABILITY:** Buyer shall not in any manner assign or transfer its rights under this Agreement, voluntarily or involuntarily, by operation of law or otherwise, without the advance written consent of Seller. Any attempted or purported assignment or transfer by Buyer without such consent shall be void. Subject thereto, this Agreement shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

37. **SURVIVAL OF TERMS AND CONDITIONS:** The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed, and shall not be deemed to have merged therein.

38. **SURVIVAL OF INDEMNIFICATION, LITIGATION EXPENSE AND CONFIDENTIALITY PROVISIONS:** The indemnification, litigation expense, and confidentiality provisions of this Agreement shall survive its termination.

39. **APPLICABLE LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

40. **SEVERABILITY:** Each provision, paragraph, section, sentence, clause, phrase, and word of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase or word of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

41. **RAIL SERVICE; NO OBLIGATION:** Nothing in this Agreement is intended to create, nor shall it be construed to create, any express or implied obligation on the part of Seller to provide (or continue to provide) rail service to Buyer and/or the Property. Nothing in this Agreement is intended to prevent or limit, nor shall it be construed to prevent or limit, the discontinuance, by Seller, of rail service over any railroad line or trackage by which rail service is or may be provided to Buyer and/or the Property.

42. **WELL AND SEWAGE TREATMENT SYSTEM DISCLOSURES:** Seller certifies that to the best of Seller's knowledge there are no wells on the Property. Seller states that to the best of Seller's knowledge there is no individual sewage treatment system, as defined in Chapter 115.55 of the Minnesota Statutes, on or serving the Property.

43. [not applicable]

44. **HEADINGS:** The Section headings used in this Agreement are used solely for the purpose of convenience. They are not intended to, and do not, modify or limit the wording of the Sections to which they are appended, and they shall not be used or construed as guides to the interpretation of said Sections.

45. **OFFER DATE:** This offer is dated \_\_\_\_\_, 20\_\_.

**OFFER:**

\_\_\_\_\_  
*(Buyer's name as it should appear in deed)*

By \_\_\_\_\_

Its \_\_\_\_\_

Type of company, e.g., corporation, partnership:

\_\_\_\_\_

State of incorporation or formation:

\_\_\_\_\_

**ACCEPTANCE:**

SOO LINE RAILROAD COMPANY

By \_\_\_\_\_  
Director, Real Estate, U.S.

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

Not Assignable Without Consent



## RELEASE OF LIABILITY

**THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS.  
READ IT CAREFULLY BEFORE SIGNING.  
IF YOU DO NOT UNDERSTAND IT,  
YOU MAY WISH TO CONSULT AN ATTORNEY.**

### 1. DEFINITIONS:

The following definitions are used in this document:

**INJURY** means any injury or harm of any kind to person or property, including injury or harm which results in death.

**LICENSEE** means **City of Shoreview**, together with its employees, agents, contractors and invitees, or any other person, firm or corporation acting pursuant to the permissions granted herein.

**CPR** means **Soo Line Railroad Company**, doing business as Canadian Pacific Railway.

**CPR PROPERTY** means land, buildings, facilities, equipment, and any other property owned or used by **CPR**.

**RELEASED COMPANIES** means the following companies and their respective directors, officers, employees, and agents: Soo Line Corporation, Soo Line Railroad Company, Tri-State Land Company, Tri-State Management Company, The Milwaukee Motor Transportation Company, Hiawatha Transfer Company, Canadian Pacific Limited, Delaware and Hudson Railway Company, Inc., and their respective parent companies, subsidiaries, affiliated companies, successors and assigns including any company doing business as Canadian Pacific Railway or CP Rail System or which uses Canadian Pacific Railway or CP Rail System as a trademark or service mark.

**HEIRS** means family, any other heirs, and any person responsible for administering any property during life or after death in respect to Licensee.

### 2. PERMISSION TO ENTER:

**CPR** gives Licensee permission to enter and be in and on **CPR PROPERTY** in Shoreview, Ramsey County, Minnesota.

Part of the Northwest Quarter of the Northeast Quarter of Section 35, Township 30 North, Range 23 West, Ramsey County, Minnesota, described as follows:

Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 00 degrees 32 minutes 33 seconds East, assumed bearing, along the east line of said Northwest Quarter of the Northeast Quarter 9.86 feet to the point of beginning of the easement to be described; thence continuing South 00 degrees 32 minutes 33 seconds East along said east line 15.00 feet; thence North 89 degrees 16 minutes 13 seconds West, along the southerly right of way line of Canadian Pacific Railroad Company 290.82 feet to the easterly right of way line of Victoria Street; thence North 10 degrees 57 minutes 27 seconds East, along said easterly right of way 15.62 feet; thence South 89 degrees 16 minutes 13 seconds East 287.78 feet to the point of beginning.

**BEGINNING** at      00:01 on      **APRIL 15, 2013**, and  
**ENDING** at      23:59 on      **NOVEMBER 1, 2013**, for the

**PURPOSE:** Grading in connection with the Victoria St easement along with storage of material and equipment for the project.

Licensee may not transfer or assign this permission. **CPR** reserves the right to revoke this permission at any time.

**3. RELEASE OF LIABILITY:**

Licensee acknowledge that in entering and being in and on **CPR PROPERTY**, Licensee will be subject to risks of **INJURY** to Licensee and Licensee's property, both known and unknown, foreseeable and unforeseeable. In consideration of the permission being granted to Licensee pursuant to paragraph 2, above, Licensee expressly, knowingly, and intentionally assume all such risks of **INJURY** to Licensee and Licensee's property, whether caused, in whole or in part, by the negligence of the **RELEASED COMPANIES**, and Licensee and its **HEIRS** release, forever discharge, and covenant not to sue the **RELEASED COMPANIES** from and for any and all present or future claims, causes of action, responsibility, or liability arising from any such **INJURY** to Licensee or Licensee's property that occurs while Licensee are on, or results from Licensee having been on **CPR PROPERTY**. Finally, Licensee acknowledges that Licensee have read and understood this document and that Licensee has had an opportunity to consult an attorney before signing this document.

**CITY OF SHOREVIEW**

**SOO LINE RAILROAD COMPANY**  
*doing business as Canadian Pacific*

By \_\_\_\_\_

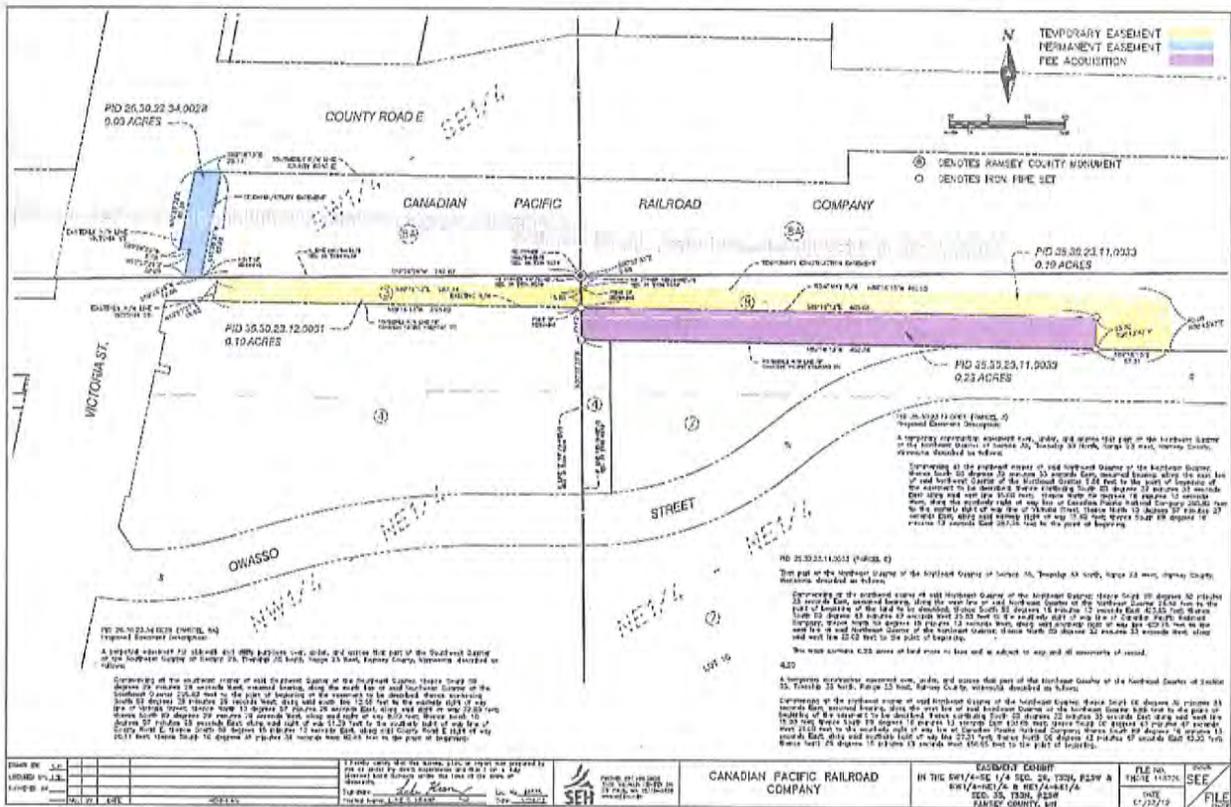
By \_\_\_\_\_

Its \_\_\_\_\_

Its Authorized Representative

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

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



DRAWN BY: J.C. CHECKED BY: J.L. DATE: 11/11/19	FIELD NO. 441 SHEET NO. 11								
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CANADIAN PACIFIC RAILROAD COMPANY  
 EASEMENT CONVEY  
 IN THE DISTRICT OF SEWELL, RANSEY COUNTY, MISSOURI  
 FILE NO. 11876  
 DATE: 11/11/19

**ROADWAY EASEMENT AGREEMENT NUMBER 3528701**

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

In consideration of the sum of Nineteen Thousand One Hundred Twenty-Five Dollars and No Cents (\$19,125.00) the receipt whereof is hereby acknowledged,

**SOO LINE RAILROAD COMPANY,**

a Minnesota corporation doing business as Canadian Pacific, having its principal place of business at 120 South Sixth Street, Minneapolis, Minnesota 55402, ("**Grantor**")

hereby grants unto

City of Shoreview, a Minnesota government agency, ("**Grantee**"),

an easement ("Easement") described and conditioned as follows:

1.0 **DESCRIPTION OF PROPERTY:** The Easement is granted over, across, and through a strip of land 20.00 feet in width situated perpendicular to the centerline of the railroad track located at Victoria St N, (CSAH 52) Shoreview, Ramsey County, Minnesota, more fully described as:

Southwest Quarter of the Southeast Quarter of Section 26, Township 30 North, Range 23 West, Ramsey County, Minnesota.

Commencing at the southeast corner of said Southwest Quarter of the Southeast Quarter; thence South 89 degrees 29 minutes 29 seconds West, assumed bearing, along the south line of said Southwest Quarter of the Southeast Quarter 299.62 feet to the point of beginning of the easement to be described; thence continuing South 89 degrees 29 minutes 29 seconds West, along said south line 12.66 feet to the easterly right of way line of Victoria Street; thence North 10 degrees 57 minutes 29 seconds East, along said right of way 22.00 feet; thence South 89 degrees 29 minutes 29 seconds West, along said right of way 8.00 feet; thence North 10 degrees 57 minutes 29 seconds East, along said right of way 61.39 feet to the southerly right of way line of County Road E; thence South 89 degrees 16 minutes 13 seconds East, along said County Road E right of way 20.11 feet; thence South 10 degrees 38 minutes 31 seconds West 82.86 feet to the point of beginning.

and hereinafter referred to as the "**Easement Area.**"

2.0 **PURPOSE:** The Easement shall be limited to the installation, construction, maintenance, repair, replacement, and use of a roadway (the "Roadway") for public vehicular and pedestrian ingress and egress over, through and across the Easement Area.

3.0 **RESERVATIONS:** Grantor reserves unto itself, and its successors and assigns:

- 3.1 fee title to the Easement Area to itself; Grantee's maintenance and use of the Easement Area, however long continued, shall not vest in the Grantee rights adverse to those of the Grantor other than those granted by this Agreement;
- 3.2 the right and privilege to use Easement Area for the maintenance, construction, and operation of railroad tracks and facilities;
- 3.3 the right to permit other parties to use the Easement Area in a manner that does not unreasonably interfere with the Grantee's use of the Easement Area pursuant to this Agreement;
- 3.4 the right of incidental use of the Easement Area in a manner that does not unreasonably interfere with the Grantee's use of the Easement Area pursuant to this Agreement; and
- 3.5 the right and privilege to use the Easement Area for any and all other purposes that are not inconsistent with the use thereof for the purpose or purposes permitted by this Agreement or which unreasonably interferes with or restricts the rights granted to Grantee.

4.0 **TERM, TERMINATION AND EXPIRATION:**

4.1 This Easement shall remain in effect so long as required by Grantee for Roadway purposes or until such time as Grantor determines that the use of the Easement Area for Roadway purposes is inconsistent with the safe operation of railroad trains on or adjacent to the Easement Area. The Easement shall be subject to termination or expiration as follows:

4.1.1 Abandonment: In the event Grantee fails to use or occupy any part of the Easement Area for a period of twelve (12) consecutive months and Grantor serves upon Grantee a written notice alleging such non-use. If Grantee, does not refute said allegation or use of the Roadway within 30 days following receipt of said written notice, then Grantee shall be deemed to have agreed with Grantor's allegations and the Easement shall therewith be extinguished.

4.1.2 Removal: In the event Grantee substantially removes the Roadway with the intent of not replacing it, then the Easement shall therewith be extinguished.

4.1.3 Breach: If Grantee is unable or unwilling to cure a breach of any of the provisions of this Agreement within thirty (30) days (or such longer period as may be reasonably required if Grantee promptly initiates the cure and diligently prosecutes the cure to completion) following receipt of a written notice from Grantor detailing such breach, then this Easement shall therewith be terminated. The foregoing shall be subject, however, to reasonable seasonal accommodations for any physical work to the Roadway required to cure a breach.

4.1.4 Termination by Grantor: The parties agree that the Easement Area is located upon or adjacent railroad right of way. If, in the opinion of Grantor, rail traffic levels or rail infrastructure dictate that the existence of the Roadway is inconsistent with the safe operation of railroad trains, then Grantor may, upon 18 months advance written notice to Grantee terminate this Easement. The foregoing right of termination:

- 4.1.4.1 shall not be unreasonably acted upon by Grantor;
- 4.1.4.2 shall be supported by data evidencing a change in rail traffic or Infrastructure that gives rise to Grantor's decision to terminate the Easement; and
- 4.1.4.3 shall be applicable to Grantor, its successors and assigns for only so long as the land adjacent to the Easement Area is used for rail transportation.
- 4.2 Upon termination or expiration of this Easement for any reason, except for portions of the Roadway within 10 feet of the centerline of any railroad track owned by Grantor, Grantee shall, its sole expense, promptly remove the Roadway from the Easement Area and restore the Easement Area to substantially its former state. In the event that Grantee fails to remove the Roadway, within thirty (30) days following receipt by Grantee of a written notice from Grantor that it intends to remove the Roadway, the Roadway may be so removed. Upon receipt of a bill therefor, Grantee shall immediately pay to Grantor the costs incurred by Grantor in the removal of the Roadway, plus ten percent (10%).
- 5.0 **ROADWAY CONSTRUCTION, MAINTENANCE AND REMOVAL WORK:**  
The initial construction of the Roadway will be pursuant to a separate agreement between the parties. Any construction, maintenance, removal or other changes or modifications to the Roadway, except those made on an emergency basis, made after completion of the Roadway's initial construction shall be subject to a Construction and Maintenance Agreement to be hereafter negotiated by the parties.
- 6.0 **TAXES AND ASSESSMENTS:** Grantee shall assume and pay any taxes or assessments which may be levied by any competent authority by reason of the existence or use of said land for Roadway purposes.
- 7.0 **LIABILITY, INDEMNITY AND INSURANCE:**
- 7.1 In consideration for the grant of the Easement, without which it would not be granted, Grantee assumes all risk of damage to or destruction of the Roadway through any cause whatsoever while located upon and across the Easement Area, except from Grantor's willful malicious misconduct.
- 7.2 Grantee shall fully indemnify Grantor against any and all loss, damage, liability, claims, suits, judgments, costs, and expenses (including reasonable attorneys' and witness fees) in any manner pertaining to injury to or death of any person or damage to or destruction of any property, where such injury, death, damage, or destruction arises in whole or in part from any act or omission of the Grantee (or the Grantee's employees, agents, representatives, or invitees) in connection with the use of the Easement Area for Roadway purposes.
- 7.3 So long as any part of the Roadway crosses any railroad track at-grade, Grantee shall, at its sole expense, obtain and furnish to Grantor a comprehensive general liability policy of insurance covering the liability assumed by Grantee under this indenture. The limits of said policy for any one year term during which this Agreement remains in effect shall be a single limit on account of bodily injuries and property damage in an amount that is required by Grantor during the subject period for standard private grade crossings. Initially, the amount shall be \$1,500,000. In the alternative, Grantee shall obtain and furnish to Grantor a contractual endorsement to an existing policy of insurance held by Grantee, covering the liability assumed by Grantee under this indenture with limits of liability heretofore mentioned. Grantee shall also furnish to Grantor a Certificate of Insurance executed by the insurance carrier, stating that said insurance is in force and that it will not be canceled or

materially changed without at least thirty (30) days' prior written notice to Grantor's staff at the following addresses:

7.4

**Director, Real Estate U.S.**  
900 Canadian Pacific Plaza  
120 South Sixth Street  
Minneapolis, Minnesota 55402

and

**Risk Management Department**  
Canadian Pacific  
Gulf Canada Square – Suite 600  
401 – 9<sup>th</sup> Ave SW  
Calgary, Alberta, Canada T2P 4Z4

The parties hereto agree that the requirements of this paragraph are of the essence of this indenture, and that this indenture and the permission herein granted shall be subject to immediate termination should Grantee fail to comply therewith. Grantor may, at its election and discretion, waive the above insurance requirement on year-to-year basis upon receipt from Grantee of self-insured status. The sufficiency of such evidence of self-insured status shall be within Grantor's sole discretion.

## 8.0 ENVIRONMENTAL:

8.1 As used in this Section, the following terms have the following definitions:

- 8.1.1 **"Claim"** or **"Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);
- 8.1.2 **"Environmental Law"** or **"Environmental Laws"** means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;
- 8.1.3 **"Hazardous Substance"** or **"Hazardous Substances"** means any petroleum product, distillate, or fraction, radioactive material, chemical known to the Federal Government or the State of Minnesota to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by an Environmental Law of the United States or the State of Minnesota including but not limited to Federal or Minnesota hazardous waste laws;
- 8.1.4 **"Release"** or **"Released"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "Environment" is defined in CERCLA;
- 8.1.5 **"Response"** or **"Respond"** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate,

monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;

8.1.6 "Use" means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon a Hazardous Substance.

8.2 The Grantee:

8.2.1 shall be familiar with the requirements of, comply with, and secure at the Grantee's own expense any permits or licenses required by, all applicable laws, regulations, ordinances, and standards, including without limitation all Environmental Laws;

8.2.2 shall, upon written request by the Grantor (but only in such circumstances where Grantor has reasonably reliable information that the Easement Area has been contaminated), provide the Grantor with the results of appropriate reports and tests from a qualified engineer to demonstrate that the Grantee has complied with all Environmental Laws relating to the Easement Area;

8.2.3 shall not in any manner cause or allow the Easement Area to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. or any similar state statute or local ordinance;

8.2.4 shall not, without prior written disclosure to and approval by the Grantor, Use or authorize the Use of any Hazardous Substance on the Easement Area;

8.2.5 shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Easement Area;

8.2.6 shall promptly notify the Grantor of any actual or suspected Release of any Hazardous Substance on, to, or from the Easement Area, regardless of the cause of the Release;

8.2.7 shall promptly provide the Grantor with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning any Release of a Hazardous Substance on, to or from the Property, or any alleged violation of or responsibility under any Environmental Law relating to the Property; and

8.2.8 shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property that gives rise to any liability, claim, cause of action, obligation, demand, fine, penalty, loss, judgment or expense under any Environmental Law, or causes a significant public health or workplace effect, or creates a nuisance.

8.2.9 By accepting delivery of this Easement, Grantee, for itself, its directors, officers, agents, affiliates, predecessors, successors and assigns, and anyone acting on

its behalf or their behalf covenants and agrees not to sue Grantor or its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns, grantor or anyone acting on its behalf or their behalf with respect to any Claims (including without limitation all Claims arising under any Environmental Law), existing and contingent, known and unknown, that Grantee had, has or may have, whether arising at common law, in equity, or under a federal, state or local statute, rule or regulation, arising out of, resulting from, or relating to the condition of the Property. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Grantor's actions or inactions.

#### 9.0 MISCELLANEOUS:

- 9.1 Grantee/Grantor: As used in this Agreement, the terms "**Grantee**" and "**Grantor**" shall include the parties first named above and their respective successors or assigns.
- 9.2 Headings: The paragraph headings used in this Agreement are used solely for the purpose of convenience. They are not intended to, and do not, modify or limit the wording of the paragraphs to which they are appended, and they shall not be used or construed as guides to the interpretation of said paragraphs.
- 9.3 Severability of Terms: Each provision, paragraph, sentence, clause, phrase, and word of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision, paragraph, sentence, clause, phrase or word of this indenture is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.
- 9.4 No Waiver: Any act or omission constituting a breach of this Agreement shall be limited to such act or omission and shall not be construed as a permanent or continuing waiver thereof;
- 9.5 Notices: Any notice given by a party pursuant to this Agreement, shall be good if served upon the other party, or if deposited in a United States post office, certified mail, addressed to the other party at its last known address.
- 9.6 Merger: This Agreement completely outlines all of the rights, responsibilities, and obligations of the parties hereto and said indenture may not be amended or altered except by an instrument in writing signed by both parties. Furthermore, this Agreement merges all prior oral representations and negotiations of the parties hereto.
- 9.7 No Warranty: Grantor does not warrant title to the Easement Area, and makes no representations or warranties, express or implied, as to the habitability of the Easement Area or the fitness of the Easement Area for Grantee's purpose or any other particular purpose.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee.

**SOO LINE RAILROAD COMPANY**  
doing business as Canadian Pacific

By: \_\_\_\_\_  
David S. Drach  
Its: Director, Real Estate U.S.

STATE OF MINNESOTA    )  
                                  ) ss:  
COUNTY OF HENNEPIN    )

The foregoing easement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by David S. Drach, Director, Real Estate U.S., of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Seal

\_\_\_\_\_  
Notary Public

This instrument was drafted by:  
Dan Hanson  
Real Estate Department  
Canadian Pacific  
120 South Sixth Street, Suite 900  
Minneapolis, MN 55402



**PERPETUAL ROADWAY/UTILITY EASEMENT**

The undersigned GRANTOR, for and in consideration of Ten Dollars and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City of Shoreview, a Governmental Subdivision of the State of Minnesota, GRANTEE, its successors and assigns, a perpetual easement for roadway/utility purposes over, under and across the following described property located in the City of Shoreview, State of Minnesota, to-wit:

**PERMANENT EASEMENT DESCRIPTION**

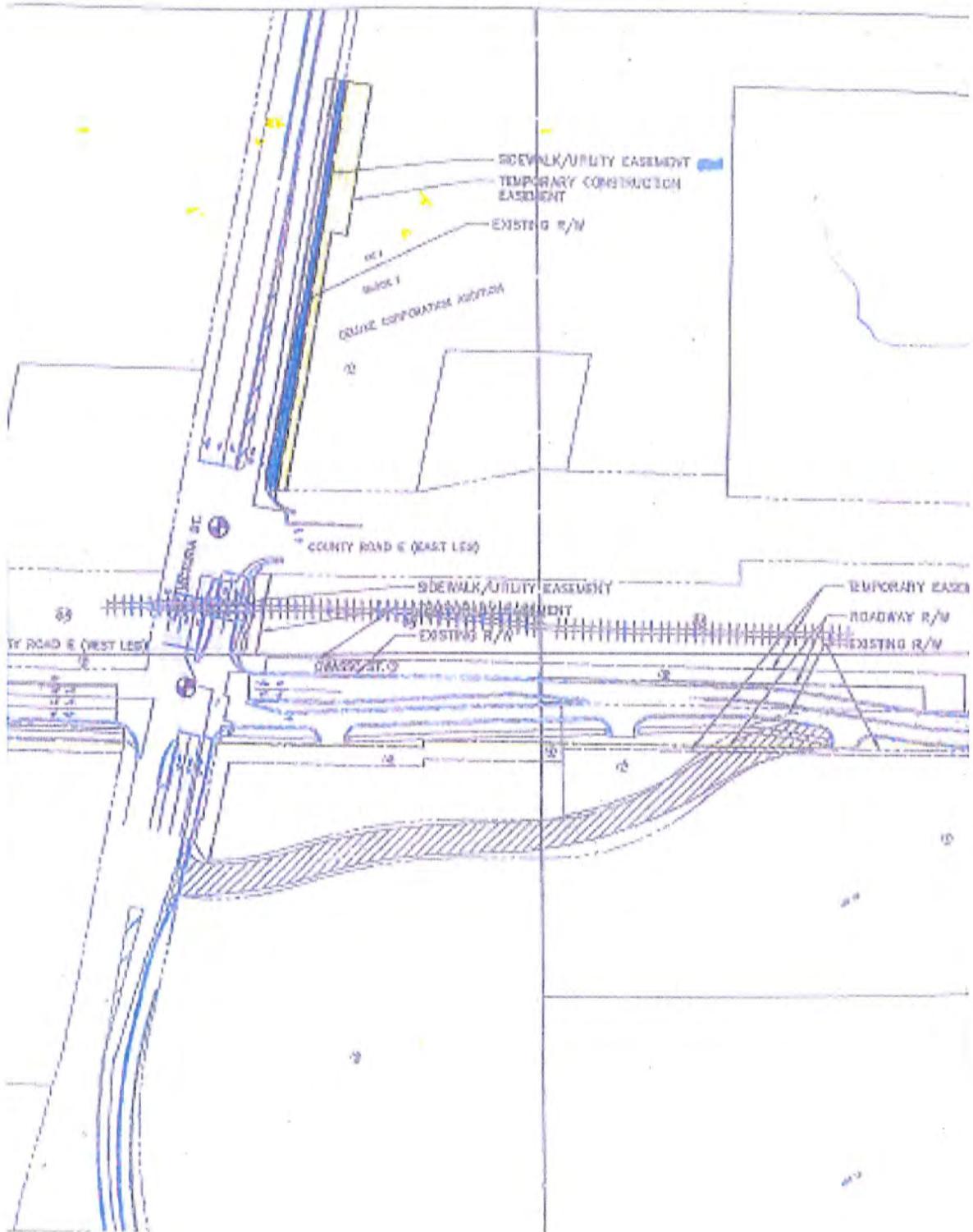
**See Exhibits "A" and "B" attached hereto and by this reference made a part thereof.**

A perpetual easement for public roadway/utility purposes with the right to enter upon the real estate designated as the Perpetual Roadway/Utility Easement depicted by drawing on Exhibit "A" and legally described on Exhibit "B" at any time the GRANTEE may see fit, for the purpose of constructing, reconstructing, operating, maintaining, and/or repairing said roadway and utility appurtenances on, over, across, through and under the easement; including but not limited to pavement, boulevards, roadway/utilities, pipes, signage, signals, structures, excavations, embankments, poles, lines, equipment, and any other items related to roadway/utility functions. GRANTEE has further right to remove trees, bushes, undergrowth, and other features within the said easement area, which may interfere with roadway and utility functions.

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Exhibit A

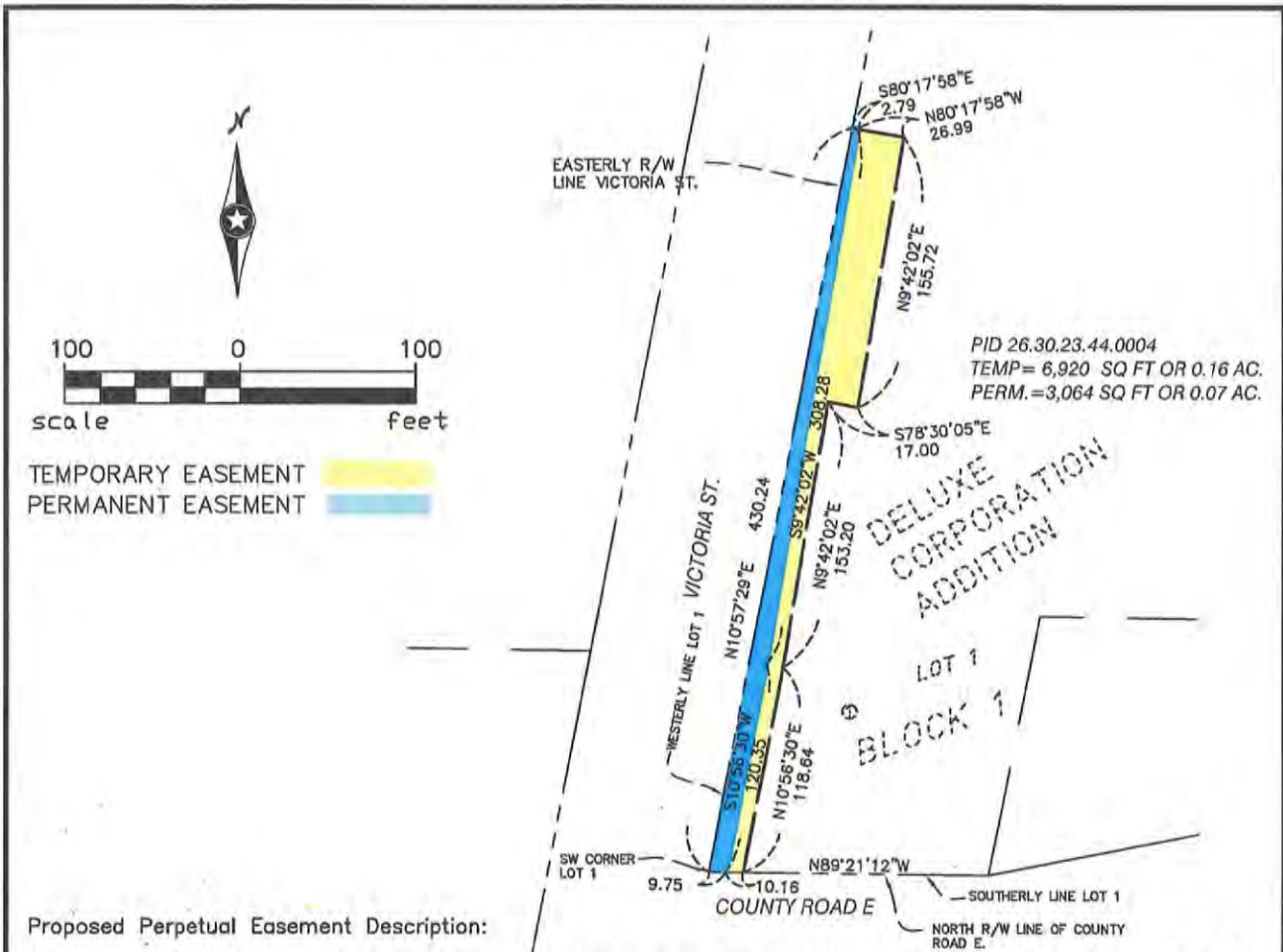


**Exhibit B**

**Legal Description:** Deluxe Corporation Addition, Lot 1, Block 1.

**Proposed Perpetual Easement Description:** Beginning at the southwest corner of said Lot 1; thence North 10 degrees 57 minutes 29 seconds East, assumed bearing, along the westerly line of said Lot 1, a distance of 430.24 feet; thence South 80 degrees 17 minutes 58 seconds East 2.79 feet; thence South 09 degrees 42 minutes 02 seconds West 308.28 feet; thence South 10 degrees 56 minutes 30 seconds West 120.35 feet to the southerly line of Lot 1; thence North 89 degrees 21 minutes 12 seconds West along said southerly line 9.75 feet to the point of beginning.

DRAWING NAME: S:\PT\S\Shore\118739\5-final-dsgn\50-final-dsgn\10-Civil\sh118739proprw.dwg LAYOUT TAB: Deluxe Corp Easement PLOTTED: Feb 03, 2012 - 5:10pm



TEMPORARY EASEMENT   
 PERMANENT EASEMENT

**Proposed Perpetual Easement Description:**

A perpetual easement for sidewalk and utility purposes over, under, and across that part of Lot 1, Block 1, DELUXE CORPORATION ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Beginning at the southwest corner of said Lot 1; thence North 10 degrees 57 minutes 29 seconds East, assumed bearing, along the westerly line of said Lot 1, a distance of 430.24 feet; thence South 80 degrees 17 minutes 58 seconds East 2.79 feet; thence South 09 degrees 42 minutes 02 seconds West 308.28 feet; thence South 10 degrees 56 minutes 30 seconds West 120.35 feet to the southerly line of said Lot 1; thence North 89 degrees 21 minutes 12 seconds West along said southerly line 9.75 feet to the point of beginning.

**Proposed Temporary Easement Description:**

A temporary easement for construction purposes over, under, and across that part of Lot 1, Block 1, DELUXE CORPORATION ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Commencing at the southwest corner of said Lot 1; thence North 10 degrees 57 minutes 29 seconds East, assumed bearing, along the westerly line of said Lot 1, a distance of 430.24 feet; thence South 80 degrees 17 minutes 58 seconds East 2.79 feet to the point of beginning of the easement to be described; thence South 09 degrees 42 minutes 02 seconds West 308.28 feet; thence South 10 degrees 56 minutes 30 seconds West 120.35 feet to the southerly line of said Lot 1; thence South 89 degrees 21 minutes 12 seconds East along said southerly line 10.16 feet; thence North 10 degrees 56 minutes 30 seconds East 118.64 feet; thence North 09 degrees 42 minutes 02 seconds East 153.20 feet; thence South 78 degrees 30 minutes 05 seconds East 17.00 feet; thence North 09 degrees 42 minutes 02 seconds East 155.72 feet; thence North 80 degrees 17 minutes 58 seconds West 26.99 feet to the point of beginning.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.  Signature: <i>Luke Kranz</i> Lic. No. 46535  Printed Name: LUKE C. KRANZ Date: 2/3/12	PHONE: 651.490.2000 3535 VADNAIS CENTER DR. ST. PAUL, MN 55110-5196 www.sehinc.com	DELUXE CORPORATION	EASEMENT EXHIBIT PART OF LOT 1 BLOCK 1, DELUXE CORPORATION ADDITION RAMSEY COUNTY, MN	FILE NO. SHORE 118739
				DATE 02/03/12 DRAWN BY: LCK/SJP CHECKED BY: LCK BOOK & PAGE SEE FILE
NO. BY DATE REVISIONS				

## TEMPORARY CONSTRUCTION EASEMENT

The undersigned GRANTOR, for and in consideration of Ten Dollars and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City of Shoreview, a Governmental Subdivision of the State of Minnesota, GRANTEE, its successors and assigns, a Temporary Construction Easement over, under, and across the property as shown in Exhibit A, attached hereto and made part hereof.

This Temporary Construction Easement shall be for all purposes necessary or incidental to the construction and reconstruction by GRANTEE of Victoria Street North and related utilities. Exhibit A depicts the easement area. During the easement period, the GRANTEE shall have the right to enter upon the easement and perform construction activities including but not limited to grading and excavation for cuts, fills and slopes, and to remove trees, bushes, undergrowth and other features within said easement area, all as a part of the general construction plans for improving Victoria Street North. The easement period shall extend from June 1, 2012 to May 31, 2014, unless extended in accordance with provisions below. Documents related to this easement, and any extensions thereto, will not be recorded.

This Temporary Construction Easement specifically provides for the right of the GRANTEE to remove no trees (bushes, feet of fence, etc. etc.) from the easement area, without further payment to the undersigned for any damages the undersigned may incur by reason of such tree, fence, and/or shrub , etc. etc. removal.

### OPTION TO EXTEND

The GRANTEE shall have the option to extend (Extension Option) the term of this Temporary Construction Easement for two (2) periods of six (6) months each (First Extension Term and Second Extension Term respectively) with respect to all, but not less than all, of the property subject to this agreement, in accordance with the following terms:

- a) Such options shall be exercised by written notice (Extension Notice) from GRANTEE delivered to GRANTOR their successors or assigns, not less than thirty (30) days prior to the expiration of the term of this easement, with respect to the First Extension Term, and not less than thirty (30) days before expiration of the First Extension Term, if exercised, with respect to the Second Extension Term.
  
- b) The City shall pay GRANTOR, their successors or assigns, the sum of Three Thousand Three Hundred Twenty-Five and 00/100 Dollars (\$3,325.00) upon exercise of the option for the First Extension Term, and an additional sum of Three Thousand Three Hundred Twenty-Five and 00/100 Dollars (\$3,325.00) upon exercise of the second option for the Second Extension Term. Upon payment of the sums herein stated, all of the terms and provisions of this easement shall remain in full force and effect during and until the expiration of such extension term.



**GRANTEE:**

**City of Shoreview**, a public corporation and political subdivision of the State of Minnesota.

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

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

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ of the city of Shoreview, a public corporation and political subdivision of the State of Minnesota, on its behalf.

\_\_\_\_\_  
Notary Public

This instrument was drafted by:  
ProSource Technologies, Inc.  
9219 East River Road NW  
Coon Rapids, MN 55433

SHORE 118739  
Deluxe Corporation  
Temporary Easement  
PID No.26.30.23.44.0004  
Street Address: 3660 Victoria Street North  
Shoreview, MN 55126

Exhibit A

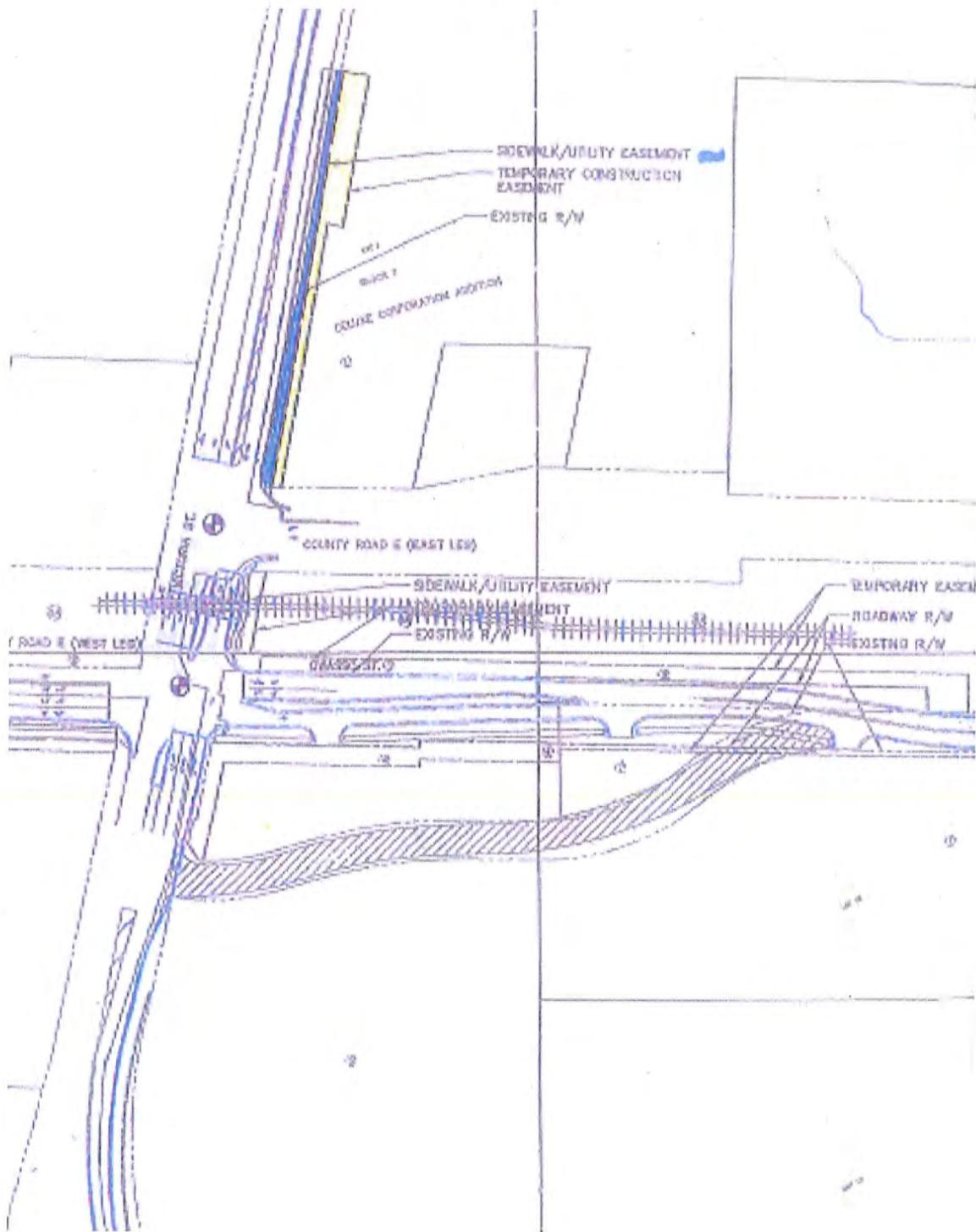


Exhibit B

Legal Description: Deluxe Corporation Addition, Lot 1, Block 1

Temporary Easement Legal Description: Commencing at the southwest corner of said Lot 1; thence North 10 degrees 57 minutes 29 seconds East, assumed bearing, along the westerly line of said Lot 1, a distance of 430.24 feet; thence South 80 degrees 17 minutes 58 seconds East 2.79 feet; thence South 09 degrees 42 minutes 02 seconds West 308.28 feet; thence South 10 degrees 56 minutes 30 seconds West 120.35 feet to the southerly line of Lot 1; thence North 89 degrees 21 minutes 12 seconds East along said southerly line 10.16 feet; thence North 09 degrees 42 minutes 02 seconds East 153.20 feet; thence South 78 degrees 30 minutes 05 seconds East 17.00 feet; thence North 09 degrees 42 minutes 02 seconds East 155.72 feet; thence North 80 degrees 17 minutes 58 seconds West 26.99 feet to the beginning.

**PROPOSED MOTION**

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

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

to appoint Tom Lemke to the Park and Recreation Commission for a term ending January 31, 2014.

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

Regular Council Meeting  
May 6, 2013

## MEMO

**TO: MAYOR AND CITY COUNCILMEMBERS**

**FROM: TERRI HOFFARD  
DEPUTY CLERK**

**DATE: APRIL 30, 2013**

**SUBJECT: APPOINTMENT TO THE PARK AND RECREATION  
COMMISSION**

### **INTRODUCTION**

The City Council is being asked to make an appointment to the Park and Recreation Commission.

### **BACKGROUND**

An application was received from Tom Lemke expressing his interest in serving on the Economic Development Commission or the Park and Recreation Commission. At the time he submitted his application, there were no vacancies on the Park and Recreation Commission and his application was kept on file until a vacancy occurred. Due to the resignation of Pat Sager, a vacancy now exists. The Park and Recreation Commission reviewed the application received from Mr. Lemke at their April 25, 2013 meeting and recommended appointment of him to fill the vacancy on the Park and Recreation Commission. His application is attached for Council review.

### **RECOMMENDATION**

It is recommended that the City Council appoint Tom Lemke to the Park and Recreation Commission for a term ending January 31, 2014.

**City of Shoreview  
Citizen Advisory Committees and Commissions  
Application Form**

Name Thomas Lemke

Address 5577 Schutta Rd  
Shoreview, MN 55126

\*Home phone number 651-780-8654 \*Work phone number 651-605-3362

E-mail tomlemke@comcast.net Tom.Lemke@powermation.com

How long have you lived in the City of Shoreview? 26 years

Is there any reason that you would be unable to attend regular monthly meetings?

Yes  No

On which committee or commission are you interested in serving?

- Bikeways and Trailways Committee
- Economic Development Commission
- Environmental Quality Committee
- Grass Lake Watershed Management Organization
- Human Rights Commission
- Lake Regulations Commission
- Park and Recreation Commission
- Planning Commission
- Public Safety Committee
- Snail Lake Improvement District Board
- Telecommunications and Technology Committee

What are your specific areas of interest within this committee's or commission's scope of responsibilities? I applaud the city for striving to bring in

and keep businesses in the city. My employment  
brings me in contact with many high tech  
start up firms. I would work towards bringing  
those to Shoreview

Briefly describe your work experience or other background information that would relate to this committee.

High tech sales and business development.  
Large contact base of large and small businesses

Please list other organizations or clubs that you have participated in.

Founding member and 13 years with Shoreview  
Northern Lights.

8 years with Slice of Shoreview Committee.  
Many other civic groups

Why would you like to serve on this committee or commission?

New and expanding business base in Shoreview  
is important. I want to serve on a committee  
where I can be an active and integral part

Additional Comments I will always be looking for  
new and innovative ideas and businesses  
to bring to our community.

\*If appointed to a committee or commission, may we include your phone number(s) in the committee/commission handbook?

Yes  No