



**CITY OF SHOREVIEW
AGENDA
CITY COUNCIL
Monday April 05, 2021
7:00 PM**

MEETING FORMAT - *This meeting is taking place virtually due to COVID-19. Members of the public may join the meeting the following ways:*

PC, Mac, iPad, iPhone, or Android device

[https://us02web.zoom.us/j/81083583015?](https://us02web.zoom.us/j/81083583015?pwd=U1VVMytFZVNreThMNoVVeFlWYkFGQT09)

[pwd=U1VVMytFZVNreThMNoVVeFlWYkFGQT09](https://us02web.zoom.us/j/81083583015?pwd=U1VVMytFZVNreThMNoVVeFlWYkFGQT09)

Password: 874443

Phone

Call 1-312-626-6799

Webinar ID: 810 8358 3015

Passcode: 874443

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **PROCLAMATIONS AND RECOGNITIONS**
6. **CITIZENS COMMENTS**

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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.

7. **COUNCIL COMMENTS**

8. **CONSENT AGENDA**

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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.

- 8.a [March 15, 2021 City Council Workshop Minutes](#)
- 8.b [March 15, 2021 City Council Meeting Minutes](#)
- 8.c [Receipt of Committee/Commission Minutes](#)
- 8.d [Claims and Purchases](#)
- 8.e [Tree Trimmers License](#)
- 8.f [Approval of the 2021 Supplemental Water Patrol Agreement](#)
- 8.g [Adopt human rights definition](#)
- 8.h [Approve the 25th rider to agreement with the Board of Water Commissioners of the City of Saint Paul in association with the Edgetown Acres Reconstruction - Phase 2, City Project 21-02](#)
- 8.i [Award of Quote - Waterslide Stair and Tube Slide Refurbishment, Tropics Indoor Waterpark](#)
- 8.j [Approval of Resolution No. 21-25, Authorizing Execution of Amended and Restated Tax Abatement Agreements with KJPL Shoreview, LLC \(The Edison Project\)](#)

9. **PUBLIC HEARINGS**

10. **GENERAL BUSINESS**

- 10.a [Approval of Ordinance Amendment - City Code Section 601 - Animal Licensing and Control](#)
- 10.b [Adopt Vision, Mission, and Core Values for the City of Shoreview](#)

11. **SPECIAL ORDER OF BUSINESS**

12. **ADJOURNMENT**

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

Memorandum

TO: City Council
FROM: Amy Truhlar , Deputy Clerk
DATE: April 5, 2021
SUBJECT: March 15, 2021 City Council Workshop Minutes
ITEM NUMBER: 8.a
SECTION: CONSENT AGENDA

REQUESTED MOTION

Approve March 15, 2021 city council workshop minutes

INTRODUCTION

City council is being asked to approve the March 15, 2021 city council workshop minutes.

DISCUSSION

RECOMMENDATION

It is recommended that the city council approve the minutes of the March 15, 2021 city council workshop as presented.

ATTACHMENTS

[March 15, 2021 city council workshop minutes](#)

**CITY OF SHOREVIEW
MINUTES
CITY COUNCIL WORKSHOP MEETING
March 15, 2021**

CALL TO ORDER

Mayor Martin called the workshop meeting of the Shoreview City Council to order at 5:09 pm on March 15, 2021. The meeting took place by virtual format due to COVID-19.

ROLL CALL

The following attended the meeting:

City Council: Mayor Martin; Councilmembers Denkinger, Quigley and Springhorn
Councilmember Johnson joined the meeting late.

Staff: Terry Schwerm, City Manager
Renee Eisenbeisz, Assistant City Manager
Katie Engman, MCHES, ANSR
Molly Schmidtke, ANSR

DISCUSSION REGARDING TOBACCO FLAVOR BAN

Presentation by Katie Engman on Ending the Sale of Menthol in Shoreview

Tobacco Use and Regulations

Effective December 2019, the federal government banned tobacco sales to anyone under the age of 21. In summer of 2020, the Minnesota Tobacco 21 Law was passed to comply with federal law by raising the age to 21 to sell tobacco. Penalty fees were also increased.

Two bills in 2020 to end sale of all flavored tobacco products across the state did not get out of committee.

The federal government has put a temporary ban on all flavored pods for juuls, a vaping device. Mint, classic tobacco, Virginia tobacco and menthol were not banned.

The 2020 Minnesota House Select Committee on Racial Justice reports that tobacco use contributes to health disparities in Minnesota. The committee supports a policy to end the sale of menthol and flavored products to help reduce racial disparities.

Shoreview has long been a leader in tobacco control with the following actions:

1990: Adoption of vending machine policies

1991: All sales must be done behind the counter

1994: Penalties for retailers that sell tobacco to minors

2004: Tobacco-free parks

2012: Sampling prohibited

2016: Fruit and candy flavored tobacco restricted to adult-only stores

2018: Ended sale of fruit and candy flavored tobacco products

2018: Adopted Tobacco 21

Local government action makes the products less appealing and less accessible. Minneapolis and St. Paul have added menthol to their ban of flavored tobacco products. Menthol is a chemical compound extracted from the peppermint or corn mint plant or is created synthetically. It has numbing qualities that is used to relieve throat irritation with its cooling feeling. Menthol is added to nearly all cigarettes to make them more palatable, but only some cigarettes are promoted as menthol-flavored.

Research shows that tobacco companies target youth, women and African Americans with menthol marketing, as well as Latinos, Asians, and Hawaiian/Pacific Islanders.

The concern with menthol is that it increases nicotine absorption making addiction easier and quitting smoking harder. Among high school smokers, those who smoke menthol are more likely to smoke within an hour of waking and more likely to report cravings compared to high school users of non-menthols.

Popularity of menthol use among youth has increased with over a half million middle and high school students using menthol products. About 50% of youth who have smoked initiated use with a menthol product. In 2020, 37% of youth e-cigarette users and 44.5% users of cartridge-based products smoke menthol flavored products. Menthol-flavored products account for 42.5% of total e-cigarette sales and 61% of cartridge products. Between January 2020 and November 2020, sales of menthol flavored e-cigarettes increased 55.9% as a COVID coping mechanism.

Councilmember Denkinger asked if there has been an increase in alcohol and tobacco use during COVID. Ms. Engman reported that research shows a significant increase.

The following statistics show the racial breakdown of menthol tobacco use in Minnesota:

| | |
|---------------------------------|-----|
| African Americans: | 88% |
| LGBTQ Adults and Youth: | |
| Youth | 70% |
| Adults | 36% |
| American Indian | 42% |
| Hawaiian: | 53% |
| Hispanic: | 38% |
| Youth - Middle and High School: | 34% |
| White: | 24% |

In 1952, approximately 5% African Americans used menthol tobacco products. In 2006, that statistic had risen to 82%. The increase is no coincidence as tobacco companies began marketing strategies to target African Americans by:

1. Collection of data about black consumers
2. Use of mobile marketing vans that targeted currency exchanges/check cashing stations, public aid offices, large housing complexes, shopping malls, rapid transit locations, busy street corners, nightclubs and bars.
3. Development of special promotions for inner city tobacco retailers
4. Engagement with local black organizations to improve corporate image
5. Advertisement in black magazines

What is the cost to retailers as a result of tobacco restrictions? Research shows that 49% of consumers go to a convenience store for a drink; 35% for food or snack; and 17% for an ATM, tobacco or restroom. Tobacco profit is small and goes right back to the tobacco industry. The impact is minimal. Mr. Schwerm added that tobacco product sales account approximately for 8% of indoor sales; profits are approximately 4% of overall sales. Menthol accounts for almost 25% of tobacco sales.

Councilmember Springhorn asked if research shows the likelihood of a consumer unable to purchase menthol tobacco then driving to another town to get it, or is the person likely to use another product or quit? Ms. Engman answered that one survey shows a majority of African American males said they would try to quit. A consumer may have to drive further out of the city

to purchase menthol and there are transportation issues. The harder it is to get, the easier it is to quit.

A Johns Hopkins Report shows:

1. Most retailers do not rely on flavored tobacco products as a primary source of revenue
2. Consumers are likely to spend money intended for menthol on other purchases, such as food
3. Labor and other resources not used in the supply and sale of tobacco tend to be redirected to other uses

The cost in medical costs per year is \$3.9 billion in Minnesota, which is \$554.00 for every man, woman and child in the state.

Councilmember Quigley asked the prospects for consideration of banning menthol sales. Ms. Engman answered that it is getting easier. Communities want to do something about racism and health equity. This is a tangible step that can be taken.

Mayor Martin asked the liability risk from lawsuits in other communities that have taken the step to ban menthol, such as Arden Hills and Edina. Ms. Engman stated that Edina was one of the first communities to enact a complete ban. The following day they were sued by the industry in federal court. The court ruled that Edina has the authority to regulate menthol sales, which has been appealed. An identical case in Los Angeles County, California was also ruled in favor of the municipality. Litigation across the country has resulted in rulings for prevention.

Ms. Engman stated that in Arden Hills a tobacco store sued the city on the grounds of open meeting law and the intent of government to take away monetary value. Arden Hills settled on the basis of agreeing to not enforce banned flavored tobacco until 2023. There were no monetary claims in the settlement. Further, the federal government needs to make a decision on its temporary ban by April. If the ban continues, a decision has to be made whether to include menthol.

Councilmember Johnson asked the role of the Department of Education in Minnesota. Ms. Engman stated there was a bill in the last legislative session from the Department of Education for a requirement for safe education in the schools, effective 2022. That bill passed. The Department of Health has also been discussing safe education and has put funding into working with disparate populations.

Mr. Schwerm noted that other cities often look to Shoreview for leadership in many issues before taking action. Some cities are much more closely tied into their business communities that they are unlikely to consider this action. The council's policy decision is whether to support the public health side of this issue. He suggested the possibility of exempting tobacco shops in Shoreview since they are extremely rigorous about not allowing anyone in the shop who is under age; and it would be consistent with Roseville's recent action on flavored tobacco products. It is important to understand that banning menthol and other mint products will take away a larger portion of local retailers' tobacco sales. He believes that much like other tobacco regulations, as more cities act on this issue it will likely spur the state to eventually take action.

It was the consensus of the council to move forward with an ordinance amendment to ban menthol sales using the same approach as Roseville, which would exempt the one tobacco shop in the city. The Council emphasized the importance of education on the issue, as well as health equity. Although there will be push back, there is recognition about the reason for these bans. Of particular concern is the targeting of certain populations by the tobacco companies. Mr. Schwerm stated that the ordinance will be well crafted and protect the city as much as possible from any legal action.

Mayor Martin noted that the city has provided strong support to small businesses in the community by putting \$300,000 into an account for forgivable loans during COVID.

REVIEW OF UPDATED VISION, MISSION, AND CORE VALUES FOR THE CITY OF SHOREVIEW

Presentation by City Manager Terry Schwerm

Three vision statements and three mission statements have been provided to the council. The vision statement is what the council sees as future goals and the city's aspirations. The mission statement identifies how those goals will be achieved. Core values are the key values that are critical to the organization's continued success. "We Are Shoreview" is a document that articulates the city's core governance model and how the city council and staff operate as a team. Some changes have been made to update the document.

Listed below are the three vision and mission statements being considered for adoption:

Vision

1. To be a welcoming community that provides quality services, safe and beautiful neighborhoods, a vibrant economy, and exceptional recreational opportunities
2. To deliver a high quality of life and foster an atmosphere where all are welcomed and can thrive
3. To be a premier community to live, work, and play (for both current and future generations of Shoreview residents)

Mission

1. To deliver exceptional services that address community needs to provide a high quality of life
2. To deliver exceptional services responsive to our entire community with integrity and friendliness
3. To foster community pride and create a high quality of life by providing exceptional services and amenities

Councilmember Denkinger stated her preference for vision statement number 1 and mission statement number 3.

Councilmember Johnson agreed with Councilmember Denkinger. She likes the simplicity of language but also the depth of meaning in vision statement number 1 and mission statement number 3.

Mayor Martin stated that mission statement number 3 seemed generic to her. The reference to integrity and friendliness in mission statement number 2 explains how things are done in Shoreview in a special way.

Councilmember Quigley noted that all three statements mention exceptional services. Tangible evidence of this is best reflected in mission statement number 3 with services and amenities, which is what staff provides so well.

Mr. Schwerm suggested incorporating language about the integrity and friendliness of the city's customer service item in the core values.

Councilmember Springhorn agreed with vision statement number 1 and mission statement number 3. He especially likes the reference to community pride which talks about "we."

Mayor Martin agreed with the other councilmembers and noted the importance of sharing these statements and incorporating in every day

decisions. Mr. Schwerm agreed and noted that the new vision, mission, and core value statements will be used with employee orientations. , The city's new Human Resources Director will be working with Laurie Elliott to update the employee handbook and these will be featured prominently in the document. He commended Ms. Eisenbeisz on her work in assisting in the development of the updated vision and mission statements, as well as the core values and governance statements.

The meeting adjourned.

Memorandum

TO: City Council
FROM: Amy Truhlar , Deputy Clerk
DATE: April 5, 2021
SUBJECT: March 15, 2021 City Council Meeting Minutes
ITEM NUMBER: 8.b
SECTION: CONSENT AGENDA

REQUESTED MOTION

Approve March 15, 2021 city council meeting minutes.

INTRODUCTION

City council is being asked to approve the March 15, 2021 city council meeting minutes.

DISCUSSION

RECOMMENDATION

It is recommended that the city council approve the minutes of the March 15, 2021 city council meeting as presented.

ATTACHMENTS

[March 15, 2021 city council minutes](#)

COUNCIL COMMENTS

Mayor Martin:

The city has partnered with the Shoreview Community Foundation to sell bricks that can be inscribed as a sponsor or in a memorial to someone as part of the phase 2 commons Friendship Garden sculpture project. Detailed information is on the Shoreview Community Foundation website.

Finance Director Fred Espe has reported in his monthly report that the financial implication of taxes in Shoreview this year is that 69% of residents will see their taxes remain the same or decrease.

Councilmember Quigley:

Noted that the latest COVID help includes revenue replacement and asked if that was part of the first round of aid. Mr. Schwerm stated that the most recent COVID relief plan includes money for local government which allows revenue replacement. Shoreview's recreation department budget has been severely impacted by revenue losses because of the community center four-month closure and restrictions to recreation programs. He anticipates that the city will be able to use some of the funding that will be allocated through the American Rescue Plan to offset these revenue losses. The first CARES Act did not allow revenue replacement to local governments.

Referred to a recent article in the newspaper about zoning to allow small houses and higher density. As the city has no land to develop, he would like to explore possible options for denser occupancy. Ms. Castle responded that issue can be included in the housing study with Stantec and can be part of the review of the city's Development Code.

Councilmember Denkinger:

Strongly recommended the next human rights discussion series on Racism and Real Estate and Mapping Prejudice, which explains how the Twin Cities was mapped out racially. The program is April 1, 2021. Registration information is on the city website.

The Environmental Quality Committee (EQC) Speaker Series will be Wednesday, March 17, 2021, at 7 pm. The topic is pollinators.

Pleased to note that new tenants have moved into one of the affordable houses on County Road E and asked about Mayor Martin's visit to them. Mayor Martin reported that she stopped by with some welcome gifts and to let them know how pleased the city is to have them as part of the community. The tenants expressed how excited they are to move to Shoreview.

Councilmember Johnson:

Pleased to see residents out walking and enjoying the parks in the early spring weather. Registration has started for recreation programs.

Residents are urged to check out the current tree sale.

Councilmember Springhorn:

The Ramsey County League of Local Governments hosted a helpful program on mental health and what cities are doing.

Appreciates the post on the city’s website regarding the Derek Chauvin trial. Regardless of the outcome, there are professional resources listed for people to contact with any personal issues.

The tree sale will extend through April 16, 2021. Prices range from \$24 to \$38.

CONSENT AGENDA

MOTION: by Councilmember Quigley, seconded by Councilmember Johnson to adopt the consent agenda for March 15, 2021, and all relevant resolutions for item numbers 8.a through 8.i:

Discussion:

Mayor Martin referred to item 8.f and thanked Mead Metals for reinvesting with their expansion in Shoreview.

- 8.a March 1, 2021 City Council Meeting Minutes
- 8.b Monthly Reports:
 - Administration
 - Community Development
 - Finance
 - Parks and Recreation
 - Public Works
- 8.c Claims and Purchases
- 8.d Approve plans and specifications for the Edgetown Acres Reconstruction, Phase 2 – City Project 21-02 and order taking of bids
- 8.e Approve Appointment to Twin Cities Gateway
- 8.f Site and Building Plan Review - 555 Cardigan Road, HTG Architects/Mead Metals
- 8.g Approve 2021 private street sweeping agreements
- 8.h Ramsey County Use Agreement - 5931 Lexington Avenue North
- 8.i Tree Trimmer Licenses

NAYS: None
GENERAL BUSINESS

**REZONING, PRELIMINARY PLAT, PLANNED UNIT DEVELOPMENT -
DEVELOPMENT STAGE - 3467 RICE STREET - KATH FUEL OIL**

Presentation by City Planner Kathleen Castle

The application is to request rezoning the property from C2, General Commercial to PUD, Planned Unit Development. The Preliminary Plat will plat the property into one parcel for a fuel station, car wash, and convenience store. It complies with the minimum requirements of a C2 district and combines the existing parcels into one parcel. The new parcel will have a lot width of 125 feet along Rice Street. The property is located on Rice Street at the I-694 interchange.

The existing fuel station will be removed and replaced with a new one including a convenience store and car wash. The exterior building will consist of fiber cement panels, stone and glass. The proposed use is consistent with the Commercial designation in the comprehensive plan. The proposed rezoning to PUD will have an underlying zone of C2 and allow flexibility from district standards required to develop the site, as the property has been impacted by right-of-way needs for adjoining roadways. Buildings will be set closer to the right-of-way than allowed in the C2 district on Rice Street, I-694 and Grass Lake Place.

The current site is developed with a gas station. There have been no complaints. The new site will be denser with new development. The car wash exit, where the dryer blowers are noisy, is toward the south away from the residential area to the north. This will not be a 24-hour station. The planning commission voted to recommend approval with no restrictions.

Mayor Martin expressed appreciation for the stone work exterior without a lot of advertising on the east side. The gas station is needed and a good site for the use. She asked about fuel station light mitigation. Ms. Castle responded that the planning commission did not discuss lighting in detail. A comprehensive sign plan will indicate how the fuel canopy will be lighted. That is when lighting restrictions are imposed.

Mr. Casey Beaton, stated that he is representing Holiday Stores and willing to answer any questions. Efforts will be made for lighting impact to not go beyond the street lines. Dimmers at the fuel stations will be used to mitigate lighting. The car wash location is due to the access points allowed by the

county. The blowers are oriented toward the south away from residential areas.

Councilmember Denkinger asked the time frame for the project and verified that the station will be staffed with a clerk during hours of operation. **Mr. Casey Beaton** stated that construction will go through the summer with anticipated opening in the fall.

Councilmember Springhorn asked the deciding factor regarding best management practices for allowing increased impervious surface on the site. Ms. Castle stated that staff looks for good storm water management and water quality treatment. Water will be diverted into the storm water pond in the right-of-way. The site is too constrained to do anything on site.

MOTION: by Councilmember Denkinger, seconded by Councilmember Quigley to approve the rezoning, preliminary plat and PUD – development stage applications for Kath Fuel Oil Service to redevelop their property at 3467 Rice Street with a fuel station/convenience store/car wash. This approval is subject to the following conditions:

Rezoning

1. This approval rezones the property from C2, General Commercial to PUD, Planned Unit Development.
2. The underlying zoning district for this PUD is: C2, General Commercial.
3. Rezoning is not effective until approvals are received for the final plat, PUD - final stage and development agreements executed. The ordinance will be presented for adoption with these applications.

Preliminary Plat

1. The final plat shall be submitted to the city for approval with the final stage PUD application.
2. Drainage and utility easements shall be dedicated as required by the public works director.

Planned Unit Development – Development Stage

1. This approval permits the redevelopment of this site with a new fuel station, convenience store and car wash. The site shall be redeveloped in accordance with the submitted plans dated December 31, 2020.
2. Approval of the final grading, drainage, utility, and erosion control plans by the public works director is required prior to submittal to the issuance of a building permit. Final plans shall identify site construction limits and the treatment of work (i.e. driveways, parking areas, grading, etc.) at the periphery of these construction limits.

3. The developer shall secure a permit from the Minnesota Department of Transportation to allow stormwater runoff to discharge into the pond located in the Interstate 694 right of way.

4. The applicant is required to enter into agreements related to the subdivision, site development and erosion control. Said agreements shall be executed prior to the issuance of any permits for this project. The agreements shall address:

Construction management and nuisances that may occur during the construction process, including on-site parking for contractors.

No parking is permitted on Grass Lake Place, Rustic Place and Rice Street.

Landscape maintenance

Maintenance of stormwater management facilities

5. This approval shall expire after two months if the planned unit development – final stage application has not been submitted for city review and approval, as per section 203.060 (C).

This action is based on the following findings:

1. The proposed commercial use of the property is consistent with the comprehensive plan commercial land use designation.
2. The PUD zone is appropriate as flexibility is needed due to the impact that roadway improvements have had on this property.
3. The plat consolidates the existing parcels into one and simplifies the legal description.

ROLL CALL VOTE

AYES:

Quigley, Springhorn, Denkinger, Johnson, Martin

NAYS:

None

ADJOURNMENT

MOTION: by Councilmember Quigley, seconded by Councilmember Johnson to adjourn the meeting at 7:45pm.

VOTE:

Ayes - 5

Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE ___ DAY OF _____ 2021.

Terry Schwerm
City Manager

Memorandum

TO: City Council
FROM: Amy Truhlar , Deputy Clerk
DATE: April 5, 2021
SUBJECT: Receipt of Committee/Commission Minutes
ITEM NUMBER: 8.c
SECTION: CONSENT AGENDA

REQUESTED MOTION

INTRODUCTION

The city council is being asked to accept the following committee/commission minutes:

- Bikeways and Trails Committee; January 7, 2021
- Bikeways and Trails Committee; February 4, 2021
- Economic Development Commission; February 16, 2021
- Environmental quality committee; February 22, 2021
- Parks and recreation commission; February 22, 2021
- Planning commission; February 23, 2021
- Human rights commission; February 24, 2021
- Economic Development Authority; March 1, 2021

DISCUSSION

RECOMMENDATION

It is recommended that the city council accept the attached committee/commission minutes.

ATTACHMENTS

Bikeways and Trails Committee; January 7, 2021
Bikeways and Trails Committee; February 4, 2021
Economic Development Commission; February 16, 2021
Environmental quality committee; February 22, 2021
Parks and recreation commission; February 22, 2021
Planning commission; February 23, 2021
Human rights commission; February 24, 2021
Economic Development Authority; March 1, 2021

SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

Meeting Minutes

January 07, 2021

1. CALL TO ORDER

The virtual meeting, held on Zoom, was called to order at 7:00 p.m.

2. ROLL CALL

Members Present: Geoffrey Archibald, Ted Haaf, Anna Grace Hottinger, Bob Johnson (Chair), Jay Martin, Danny McCullough, Craig Mullenbach (Meeting Notes Assistant), Keith Severson, and Mark Stange

Members Absent: None

Guests: None

City Staff: David Yang

3. APPROVAL OF AGENDA

The agenda was approved by all committee members present.

4. APPROVAL OF MEETING MINUTES

The December 3rd meeting minutes was approved by all committee members present.

5. COMMITTEE DISCUSSION ITEMS

A. December 2020 Public Works Monthly Report

- a. Staff announced that the city council had approved the appointment of Rachelle Foster, and granted Anna Grace Hottinger with full voting rights as a youth representative on the committee. Staff also noted that Ms. Hottinger was the recipient of the city's 2020 Caring Youth Award.
- b. City staff went over the December monthly report, highlighting the city's recently completed Suzzane Pond and Gramsie Road Improvement project.

- c. Staff also noted on upcoming changes to the city's recycling program, and briefly went over scheduled street and utility projects for the current year.
- d. Member Mark Stange inquired about plans for replacing the street lights on Snail Lake Boulevard, noting that some were out. Staff stated that they were not aware of any current replacement plans but will follow up on it.

B. Shoreview Community Grant Foundation

- a. Members reviewed the Letter of Intent that was drafted by Chair Bob Johnson for the SCF grant. After a brief discussion, member Craig Mullenbach moved to approve the letter, which was second by Mr. Stange. The letter was approved by all members present.
- b. Members decided to table discussions surrounding locations for the bike maintenance stand until after they find out if their proposal has been approved for funding.

C. Review Trail Wish List

- a. Members reviewed each item on their trail wish list below, which they last looked at in December of 2019.
 - 1) Address flooded trails in the Snail Lake Regional Park and Grass Lake area
 - 2) New County Road J trail, between Grotto St. and St. Albans St.
 - 3) New Hwy 96 to Reiland Lane trail in Hwy 96 Regional Trail area
 - 4) New trail at the Hwy 694 and Rice St. interchange
 - 5) Replace Lexington Ave. sidewalk with a trail, between Hwy 96 and Victoria St.
 - 6) New County Road E trail, between Lexington and Vivian Ave.
 - 7) New trail, or repair shoulder pavement, on Rice St., between Hwy 694 and Gramsie Road
 - 8) New Hodgson Road trail, between Gramsie Road and Hwy 96
 - 9) ADA improvements along Lexington Ave., between County Road E to County Road D
 - 10) New County Road I trail, between Shamrock and Lexington Ave.
 - 11) New Grass Lake area trail loop
 - 12) New Gramsie Road trail connection by the TV towers
- b. Members agreed to remove items 4, 6, and 12 from the wish list above for the reason that they have been constructed.

- c. Members discussed the possibility of extending the existing trail in Bobby Theisen Park, which ends just east of the soccer field, northward to connect to the new County Road E trail.
- d. The committee also reviewed member Geoffrey Archibald's proposal for an east-west trail through Ramsey County's Turtle Creek Open Space, connecting the existing trail that ends at Sherwood Road to the trail off Hodgson Road, creating a loop in the area. Members noted that boardwalks may be needed through certain areas.
- e. All members present agreed to add the Bobby Theisen trail extension and the Turtle Creek Open Space trail to their wish list after discussing it over, while noting that the feasibility of the proposed projects would need further review.
- f. Member Jay Martin noted from his observations that Island Lake Elementary School students getting on or off busses may be at risk from falling during icy conditions due to the steep grades and beat-up pavement in the trail adjacent to Vivian Avenue. Mr. Martin proposed adding this to the trail wish list so it can be addressed. A few of the members voiced that they didn't think it belonged on the list because it's more of a maintenance issue. Member Keith Severson noted that school administrators would need to be contacted and the concerns looked into further to identify if there are any real existing issues that need to be addressed before committing the necessary resources and time to it. This was ultimately left out of the trail wish list after discussions on the matter.

D. Other Topics

- a. Staff shared findings from their field inspection of the Vivian Avenue trail at Island Lake Elementary School per the concerns surrounding the grade and condition of the existing pavement that was brought to attention at the last committee meeting. Staff also shared pictures taken from the field.
- b. Staff noted that cross grades were obtained along the length of the trail adjacent to entry points into the school- approximately where school buses are unloading and offloading students. Staff stated that measured cross grades in the PAR (pedestrian access route) of the trail were all under 2%, which is the maximum allowable grade per city and state standards. Staff also noted that the paved boulevard section of the trail, which is 2 feet wide and separated from the PAR by a yellow stripe, is a little more steeper but still under the maximum allowable grade of 5%. Staff also noted that the running grades of the trail at areas of concern were under compliance, and noted that the grades were controlled by the grade of the road. Staff also noted that the pavement was not in ideal condition but still walk able and no major potholes were

identified. Staff noted that this was only a brief field inspection and more detailed ones may be required in the future.

- c. Mr. Martin noted his concerns about the steeper grade of the paved boulevard butting the back of the curb, stating the risk it could pose to students getting on or off the busses if they step onto it during icy conditions. Staff stated that a possible option to address this is to raise the height of the curb which would shallow up the grade, but noted that this would require replacing pavement in the trail and roadway, along with segments of the curb and gutter.
- d. Staff stated that they will follow up with the engineering staff on this matter and noted that it will require more investigation and outreach to stakeholders.

The meeting was adjourned at 8:20 P.M.

SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

Meeting Minutes

February 04, 2021

1. CALL TO ORDER

The virtual meeting was called to order at 7:01 p.m.

2. ROLL CALL

Members Present: Geoffrey Archibald, Rachelle Foster, Ted Haaf, Anna Grace Hottinger, Bob Johnson (Chair), Jay Martin, Danny McCullough, Craig Mullenbach (Meeting Notes Assistant), Keith Severson, and Mark Stange

Members Absent: None

Guests: None

City Staff: David Yang

3. APPROVAL OF AGENDA

The agenda was approved by all committee members present.

4. APPROVAL OF MEETING MINUTES

The January 7th meeting minutes was approved by all committee members present.

5. COMMITTEE DISCUSSION ITEMS

A. January 2021 Public Works Monthly Report

- a. City staff went over the January monthly report, highlighting the city's well maintenance program. Staff also went over the list of EQC speakers scheduled for the year.
- b. Staff did a brief overview of the city's public works department, breaking down the different divisions and their responsibilities. Staff also went over scheduled public work projects for the year.

- c. Member Mark Stange noted that he has tagged all the non-functioning street lights along Snail Lake Boulevard after reporting it to city staff. Staff thanked Mr. Stange for his assistance. Staff noted that the city is planning to replace all the decorative street lights along Snail Lake Boulevard in the next few years. Member Ted Haaf stated that he would like to see the city replace the old poles with decorative ones and not change them to the standard cobrahead style.
- d. Member Jay Martin noted that there is a tree removal operation underway in the Snail Lake Regional Park open space, and have observed large construction vehicles on the new trail the city had built near Gramsie Road. Mr. Martin stated that he would like to see the county take responsibility for repairing any damages to the trail during this work.

B. Goals and Outlook for 2021

- a. Members would like to host another Tour de Trails (TdT) event this year but agreed that it will depend entirely on Covid-19 regulations. A few members stated that an in-person event would be great to properly commemorate the 20th anniversary and showcase the new trails in the city but understood the committee needs to adhere to current regulations.
- b. Members also agreed that hosting a booth at the Slice of Shoreview will depend on Covid-19 regulations and whether or not Slice organizers decide to cancel the event.
- c. Chair Bob Johnson stated that the committee should come up with backup plans if the in-person events do not happen.
- d. Mr. Haaf stated that the committee could do another virtual TdT event this year but would need to start planning and advertising it much earlier than last year to get better participant numbers. Mr. Haaf also stated that he would be committed to revamping the virtual TdT event to make it even better than last year, taking participants along lesser known trail segments in the city. Mr. Martin suggested adding another virtual scavenger hunt to the TdT event.
- e. Members stated that if they were awarded a grant this year from the Shoreview Community Foundation (SCF), then they would like to set a goal of getting the bike maintenance stands installed by the end of the year.
- f. Members also set a goal of participating in a city council workshop this year, whether that takes place online or in-person. Staff stated that they will work on getting a meeting scheduled within the next few months.

C. Shoreview Community Foundation Grant Updates

- a. Mr. Johnson stated that the committee's Letter of Intent has been submitted to SCF for review.
- b. Members were optimistic about receiving an approval from SCF to submit a full proposal for a grant. Member Craig Mullenbach noted that most of the grants awarded last year went to Covid-19 relief efforts.

D. Other Topics

- a. Member Geoffrey Archibald noted on his observations during his walk with his daughter through the Ramsey County Turtle Creek Open Space where the committee is looking at a possible east-west trail. Mr. Archibald noted that some areas would most likely require long stretches of boardwalk to allow people to traverse across them. Staff stated that they will contact Ramsey County to discuss the feasibility of a trail and boardwalk through this area, and to get more information on current usage of the land and if there are any future plans for it.
- b. Mr. Martin noted that there is a trail closed, no trespassing sign put up by Ramsey County near a trail in the county park area just west of Floral Drive, east of Snail Lake Boulevard. Mr. Martin also showed a picture he took of it. Mr. Martin asked if staff could find out why the sign was installed at that location. Staff stated that they will contact the county about the sign and follow up with the committee at the next meeting.

The meeting was adjourned at 8:14 P.M.

SHOREVIEW ECONOMIC DEVELOPMENT COMMISSION

February 16, 2021
Meeting Minutes

ROLL CALL

Chair Mike Tarvin called the Economic Development Commission meeting of February 16, 2021 to order at 7:32 am, with the following members present: Carly Gatzlaff, Dana Healy, Shelly Myrland, Mike Tarvin, Jeff Washburn, Kirk VanBlaircom, Dean Howard, Shelley Roe, and Mike Schoonover.

Members absent: David Best, Ritesh Patel, and Josh Wing

Also in attendance were Community Development Director Tom Simonson and Economic Development Coordinator Niki Hill

ACCEPTANCE OF AGENDA

Commissioner Howard, seconded by Commissioner Roe, moved to accept the agenda as presented.

Vote: 9 AYES 0 NAYS

Commissioner Howard, seconded by Commissioner Roe, moved to accept the agenda as presented.

Vote: 9 AYES 0 NAYS

APPROVAL OF MINUTES

Commissioner Myrland, seconded by Commissioner Washburn, moved to approve the minutes of January 26th, 2021

Vote: 9 AYES 0 NAYS

INFORMATION EXCHANGE

Member Sharing

Commissioner Tarvin mentioned that he enjoyed the WCCO feature on Oliver's and Lexington Floral. He asked Simonson whether it was a paid promotion or something that the network just does. Simonson said that it's part of WCCO's "Saving Main Street" program so it is not paid. Twin Cities Gateway pitched the program and helped with the City to get the businesses onboard. Tarvin said it was nice to see and well done.

Commissioner Gatzlaff said she had a great conversation with Gradient Financial who will be occupying the building across the street from her soon-to-be restaurant. She said that they are appreciative of the City and are excited to be here.

Commissioner Healy brought up the Twin Cities North Chamber of Commerce Gala that they are doing virtually. It will be in March 25th and done virtually this year.

EDA and City Council Updates

Simonson said that at the most recent EDA meeting they discussed the future of the Deluxe property as well as decided to do a comprehensive housing survey using the consulting firm Stantec. They will be doing a full analysis of the housing in the City and provide strategies going forward. Simonson that this will help City step back and see what is there and what needs to be there going forward. Staff is considering approaching the County and Mounds View School District for further input. Currently it will be used for more internal purposes, but future policies will leave room for public participation.

Simonson said the City Council has a few items of interest.

- The first was Commissioner Gatzlaff's proposed restaurant on Churchill Street.
- The City will also be recognizing Laurie Elliot, the longtime HR Director.
- The Council is amending guidelines to the use of the Community Center due to new State guidelines that allow for increased capacity.

Commissioner VanBlaircom asked if Simonson knew when they will be offering open-gym at the Community Center again and Simonson said he would be hearing more details soon.

Simonson relayed that The Slice of Shoreview Festival will be occurring in some capacity this July. They have already talked to Scannell Properties and have secured parking for at least this year at the Deluxe site where they have parked previous years.

Simonson shared that there will be a series on race hosted by the City's Human Rights Commission starting on February 18th. The Environmental Quality Committee is also kicking-off their yearly series on environmental issues that may interest residents. Simonson said more details can be found on the City's website.

GENERAL BUSINESS

a. Discussion of EDC Vacancy / Process for Seeking Applicants

Simon asked if there was a desire to fill the vacancy immediately or would the EDC prefer to wait until the fall. Simonson said that targeting a business representative may be preferable as Dave Kroona, who is a business representative, is who they are replacing.

Commissioner Myrland said she had reached out to PaR and expects to hear back within a couple of weeks. Simonson said doing targeted approaches to businesses to find a new representative may not be bad.

Commissioner Tarvin asked how the EDC has solicited candidates in the past as they seem to have gotten good options. Simonson said that it was just a general approach/advertisement.

Commissioner Washburn suggested that keeping it open might be best because the citizen engagement has been great from the at-large members. Simonson said that the bylaws prohibit more than 4 business representatives.

Commissioner Roe suggested that the EDC seek to broaden the diversity and inclusiveness on the commission. Simonson agreed that should be a goal. He said staff would start to do outreach and see how the city can seek more diverse candidates to apply.

b. Small Business Emergency Fund Update

Hill gave the update and said they've received 23 applications in the second-round all of which have been approved. She highlighted a refrigeration and transportation company which are new applicants and did not apply in the first-round of funding. Simonson mentioned a gym owner who recently acquired a gym in Shoreview who a special exception was made for that allowed them to retroactively apply for first-round and second-round funding.

Commissioner Tarvin asked if the publicity for the program is centered on the ThinkShoreview.com site or if staff was advertising elsewhere. Simonson mentioned email blasts as another primary way they are sharing information about the program.

c. Status/Review – EDC Goals and Priorities

Simonson asked members for feedback and input on goals. He mentioned the idea of a spring business outreach/networking event. Simonson said they have sent out feelers for business events but are still waiting to hear back about the best time/mode to do it.

Commissioner Howard suggested the idea of doing advisory groups. Commissioner Tarvin liked that suggestion too to create one of these groups and has participated in one. Commissioner Healy asked if they are usually part of the same industry to which Commissioner Howard said it is the opposite. Usually, the businesses are never competitors to avoid conflict and to make sure it is a comfortable place. Simonson said that it would be a great thing to organize. Commissioner Myrland said her bank offers a similar advisory board and the members as well as clients both enjoy the process. Commissioner Gatzlaff suggested using a social hour event to advertise such a program.

Commissioner Gatzlaff commented that meeting more owners would be great for her.

Commissioner Tarvin suggested doing another event like the one in December. Simonson said that would be very doable.

d. Business Outreach and Communications

Simonson said that BizRecycling is ramping up again and outreach. Hill said staff is trying to push for it and that staff does weekly postings and trying to create materials to advertise the program.

Commissioner Healy said that she's seen it and encouraged EDC interaction on the posts to generate more views.

Commissioner Gatzlaff said her experience with the program has been awesome and she highly recommends the program.

Commissioner Healy suggested creating video testimonials and then adjusting it for the website and LinkedIn and sharing it widely. Simonson asked if Nine North would be able to help and Commissioner Healy said absolutely.

Commissioner Tarvin said he'd review the program for his own company.

e. Development and Project Updates

Gradient Financial

Simonson said not much has changed since the last meeting but they are moving IT into the building now and have a grand opening planned. Simonson said that they have received \$25,000 from the City to assist in the remodel and will be getting the required documentation from them shortly to receive those funds.

Lex at 4100

Staff continues to work with Eagle Ridge Partners to help secure a medical technology company but there's a 3-million-dollar gap in their funding for these renovations. Staff is looking for funding options but is tapped out of most options as it is already in a TIF District.

Mead Metals

Mead Metals is starting their expansion project. TSI is still waiting to begin their expansion.

Rice Street Crossing

The City has just completed the environment analysis. There are no red flags for contamination but some soil issues. Staff is hoping to put out an RFP in the spring for the property.

Commissioner Washburn asked about Kath Oil which he thought was in Little Canada. Simonson said that they own the gas station across from this site and are demolishing and rebuilding a Holiday in its footprint.

Commissioner Myrland asked if Scannell would be more interested in this site rather than the Deluxe site. Simonson said they already own Deluxe site.

Scannell Properties

Simonson shared the proposed site plans from Scannell, one with a multifamily complex and one without. Simonson shared the concerns of Council and EDA of this being a premier site and instead Scannell is targeting more distribution centers/warehouses rather than a high-tech business campus. Scannell is saying that the market is driving the site and Simonson is hoping that at worst they get a happy compromise.

Commissioner Roe asked if this would be a phased project. Simonson said those exact details are unclear as it is still preliminary but with how they attract candidates it would likely be phased.

Simonson shared one last proposal that would be targeting a multinational corporation that does a tremendous number of online deliveries, but the City was not at all interested with this use for the site. Simonson said that the goal is to get a mix of retail, residential, and/or higher-end businesses on the site.

Commissioner Myrland said that it might not even be the best time to develop the site given the uncertainty of the future with COVID.

Commissioner Healy asked about traffic concerns and Simonson explained the traffic/parking process that applicants go through.

Commissioner Washburn said that any proposal would have an impact on the Slice of Shoreview festival.

Commissioner Roe asked if TSI would be interested. Simonson said they have suggested it to both TSI and PaR but there has been only a passive interest.

Commissioner Roe offered to help with the housing analysis should the need arise.

ADJOURNMENT

Commissioner Tarvin motioned to adjourn the meeting, seconded by Commissioner Healy, at 8:57 am.

Minutes
ENVIRONMENTAL QUALITY COMMITTEE
February 22, 2021 6:30 PM

1. CALL TO ORDER

The meeting was called to order at 6:31 pm

2. ROLL CALL

Members present: Tim Pratt, Jennifer Olson, Claire Graupmann, Paige Ahlborg, Susan Rengstorf, Jeff Bartlett, Kathy Radosevich, Hong Wang, John Suzukida, and Elliott Stefanik.

Members absent: Sruthi Subramanian

Staff present: Maria Friedges

3. APPROVAL OF AGENDA

Tim opened the meeting and called for approval of the agenda. The agenda was approved with no new changes.

4. APPROVAL OF MEETING MINUTES – January 25, 2020

Approval of the meeting minutes were called for and the minutes were approved with no changes.

5. NEW BUSINESS

A. BUSINESS

A. Workplan Tasks

a. New member introduction and welcome!

The EQC has a new member! New member Elliott Stefanik introduced himself. All members introduced themselves and shared natural resource interests and specialties that pertained to them.

b. Speaker Series Update-

a. Thoughts on the February speaker?

The February speaker was Diana McKeown from the Great Plains Institute presenting on electric vehicles. There were about 18 people in attendance for the live event. Member opinions and thoughts about the presentation were good and thought it was informative, and covered broad and practical topics. Maria has a copy of the presentation if anyone is interested.

b. Changes or updates to remaining events?

The March speaker series event will be recorded. Paige and Matt Doneux will pre-record the presentation and send it to Maria. Maria to find out when the presentation will go online. The April 21st speaker event on the Twin Cities Fox and Coyote Project will also be pre-recorded. Jennifer to reach out to project staff for more information about when the video will be ready.

c. Review City Council Workshop meeting (February 16th)

There were 6 committee members present at the city council workshop. Members reviewed the feedback they received and what to do next. John mentioned that Sandy did a wonderful job of providing feedback and had something to say for each of the subcommittees. Jennifer asked if the organized trash subcommittee presented and what the feedback was. John responded saying Sue presented for the subcommittee and the feedback was straightforward but there wasn't much support. While there wasn't much support, surveys that were done have shown slowly increasing favor for organized trash. Tim concluded with overall, all four goals were approved to continue.

d. Workplan Review

Tim asked all subcommittees to add their goals and action items to the 2021-22 workplan. The energy subcommittee has updated the document with their items. Paige asked for clarification on items to be added and Tim reviewed the task.

e. EQC Annual Report review

a. Topic ideas/brainstorming

Maria commented that she sent the un-updated agenda without this item. Tim reviewed the annual report task. The annual report consists of the member list, activities and accomplishments from the previous year, the workplan table, and topic areas to bring to the city council's attention. These topic areas are not typically the same goals in the workplan but emerging environmental issues. Paige offered to write the accomplishments section. Last year's topics included air quality and electric vehicles, chlorides and water quality, and stormwater pond maintenance. Jennifer inquired whether the city

council responded to the report. Tim mentioned that no immediate action is taken but can influence policy changes or financial capital. After agreement from all members, brainstorming ideas will be brought to the March meeting. Paige brought up the idea of including the topic of lead tackle and its effect on waterfowl.

f. Slice of Shoreview update

Maria gave an update to the EQC's role at the Slice of Shoreview. As of now, the EQC will not be in attendance. Maria to keep updating the committee in case things change.

g. Spring Clean-up day update

Maria gave an update to the city's spring clean-up day. As of now the city is not going to have a spring clean-up day and will focus on the fall event. There were staff and public safety concerns from both the city and vendors involved.

h. Student member

a. Meeting observations

Maria asked for the member's opinions or thoughts about having the recommended student member sit in on 2 future committee meetings to observe. Per resolution 97-25, a student member is required to attend 2 committee meetings before being appointed. All members were in agreement for the recommended student member to attend. Maria to reach out to recommended student, Namitha Narayan.

B. Public Works Update

a. Annual Tree Sale update

Maria gave an update on the annual tree sale flyer in the Spring ShoreViews. There were a few typos that were not fixed before going to print. The largest typo being the pricing of the tree watering bag; listed as \$82 versus the actual price of \$19.

b. 2021 Forestry/Natural Resources Internship posting (2/8-3/1)

The city is in the process of hiring two forestry/natural resources interns for the 2021 summer. The intern posting opened February 8th and closes March 1st. Committee members are encouraged to spread the word to interested individuals. Elliot inquired about the internship timeframe.

Maria provided information about the usual internship and possible extended timeframes.

C. Other

- a. Tim Brought up the idea of Elliott being included in a subcommittee and thought the Water subcommittee would be a good fit. The other 3 subcommittees were reviewed. Paige and Elliott to talk offline.
- b. Jennifer brought up a situation of a city salt truck spreading salt on a sunny, warm day. Tim mentioned that the truck could be salting to combat the overnight freeze of melted snow.

D. Adjournment- The meeting was adjourned at 7:37pm. The next meeting is scheduled for Monday, March 22th, 2021 at 6:30 pm. Reminder that the next speaker series presentation is March 17th.

DRAFT

**PARKS AND RECREATION COMMISSION
MINUTES
FEBRUARY 22, 2021
Virtual Meeting Via Zoom**

CALL TO ORDER

Park and Recreation Commission Chair Jean Kiehnbaum called the February 22, 2021 meeting of the Parks and Recreation Commission to order at 7:00 pm. The meeting is being held virtually via the City's Zoom app.

ROLL CALL

Commission members present: Cathy Healy, Tom Lemke, Charlie Oltman, Allison Ryken, Athrea Hedrick, Jean Kiehnbaum, Carol Jauch, Craig John.

Members absent: Leyla Langevin

Staff Present: Steve Benoit, Parks and Recreation Director.

APPROVAL OF MINUTES

Tom Lemke moved and Allison Ryken seconded approval of the minutes from the January 22, 2021 meeting. Motion was adopted 8-0.

DISCUSSION ITEMS

Parks and Recreation Commission Applicants

Kiehnbaum and Benoit reviewed the interview process for the vacant parks and recreation commission position due to Linda Larson not seeking reappointment. The commission then interviewed the following applicants:

- Joan Myrom
- Brent Swisher
- John Corazzo
- Chris Droske

There were originally five applicants but one of the candidates, Dave Olson, was appointed to a position on a non-profit board. To assure he has adequate time to commit to that organization, he withdrew his application.

The commission felt that the four remaining applicants were all well qualified and would be good additions to the parks and recreation commission. Ultimately, the commission voted to recommend appointing Chris Droske.

Community Park Sculpture Proposal

Benoit stated that the Shoreview Community Foundation is working with the city to construct a peace garden. The garden is planned to be installed in Shoreview Commons Park on the north side of the new pond that was constructed as part of the phase one project. The garden will include four bronze sculptures of youth with a variety of ethnic backgrounds to celebrate diversity.

As part of the funding of the project sponsorship bricks will be made available for purchase which can have a person, family, or business name inscribed on them. Two brick sizes will be available for the sponsorship program. The commission was asked to provide their feedback on how the two brick sizes should be priced in order to encourage sponsorships and garner as much revenue as possible. The commission ended with recommending a fee of \$100 for the smaller size and \$200 for the larger size.

STAFF REPORTS

Community Center COVID-19 Restrictions

Benoit provided an update on the community center COVID-19 restrictions. He stated that the most recent state orders were issued on Friday, February 12 and were effective the next day. This change increased attendance limits in the pool and moved the social distance regulations for fitness equipment from nine feet to six. The decision was made to still leave the fitness equipment that has been moved in to the gym in place in order to keep as many machines accessible to the public as possible.

Commons Phase 2

Benoit stated LHB is currently putting the bid package together for the Commons phase 2 playground project. The current schedule has the results of the bidding process going to the city council at the April 19 meeting followed by construction beginning in mid-May.

Outdoor Ice Rinks

Benoit shared a card that was received from a family thanking the city for the good work on the outdoor skating rinks.

COMMISSIONER COMMENTS/ UPDATES

Benoit stated that the most recent version of the destination playground will be presented at the March commission meeting.

It was brought up if the commission meetings would be moving to the in-person format soon. Benoit stated that city commissions are following the city council lead on meeting formats.

A question was raised about the difficulty in getting into swimming lessons. Benoit stated that it has more to do with capacity limits which will hopefully be more relaxed as we move into warmer weather.

ADJOURNMENT

Tom Lemke moved and Craig John seconded to adjourn the meeting at 9:13 pm. Motion was adopted 8-0.

**SHOREVIEW PLANNING COMMISSION
MEETING MINUTES
February 23, 2021**

CALL TO ORDER

Chair Anderson called the February 23, 2021 Shoreview Planning Commission meeting to order at 7:00 p.m. The meeting took place virtually due to the COVID-19 pandemic. Anyone wishing to testify will find directions on the city website under government/live and streaming video.

Chair Anderson thanked former Chair Kent Peterson for his service as chair last year.

ROLL CALL

The following Commissioners were present: Chair Anderson; Commissioners Doan, Peterson, Riechers, Solomonson, Wolfe and Yarusso.

Also Present: Kathleen Castle, City Planner
Aaron Sedey, Associate Planner
Niki Hill, Economic Development Coordinator
Joe Kelly, City Attorney

APPROVAL OF AGENDA

Chair Anderson noted that the variance application for 985 Oakridge Avenue, for which the neighborhood was noticed, has been withdrawn and is not on the agenda for this meeting.

MOTION: by Commissioner Doan, seconded by Commissioner Solomonson to approve the February 23, 2021 Planning Commission meeting agenda As presented.

VOTE: AYES - 7 NAYS - 0

APPROVAL OF MINUTES

Page 1: Under Approval of the Minutes, a 5 to 0 vote was recorded. The minutes should be corrected to a vote of 7 to 0.

MOTION: by Commissioner Peterson, seconded by Commissioner Solomonson to approve the meeting minutes of January 26, 2021, as amended.

VOTE: AYES - 7 NAYS - 0

REPORT ON CITY COUNCIL ACTIONS

City Planner Castle reported that the City Council approved the PUD for the new restaurant at 4606 Churchill Street and approved the minor subdivision at 460 West Shore Court.

OLD BUSINESS

VARIANCE

FILE NO.: 2776-21-03
LOCATION: 287 N. OWASS BOULEVARD
APPLICANT: SUMMIT DESIGN

Presentation by Associate Planner Aaron Sedey

The existing home was built in 1941 with a foundation area of 816 square feet that crosses two lots. The lot at 287 is 80 feet wide and 140 feet deep. The application is to use each lot for a new single family home. The proposal was reviewed by the Planning Commission at its January meeting and tabled because of neighboring setbacks. A variance is requested to reduce the minimum front setback of 86.6 to 107.6 feet to 54.9 feet. The variance request at the January meeting was for a front setback of 46.3 feet. The variance has decreased by 8.6 feet.

The applicant states that the proposed home will be closer in alignment with several new homes on N. Owasso Boulevard. As the current home is in the middle of two lots, a variance would be needed to meet today's code, even if it was rebuilt. The requested setback results in a building pad that is sufficient for a new home.

Staff believes practical difficulty is present as a result of the creation of the subdivision of neighboring homes that surround this parcel. The requested front yard setback allows compliance for the rear yard setback. Development of neighboring properties did not allow for placement on a single lot that would meet city code setbacks. Staff does not believe there will be an adverse impact on adjacent properties. The further east along N. Owasso Boulevard are older homes with closer front yard setbacks.

Property owners within 150 feet were re-noticed about the application. One public comment was received in opposition to the proposal. The City Engineer has stated that a grading plan will be required to show drainage is directed to the new improvements for storm water on N. Owasso Boulevard.

Staff finds that the two parcels comply with minimum lot area standards and offer ample room for a building pad. Practical difficulty is present. The variance is recommended for approval subject to the conditions listed in the motion.

Commissioner Solomonson asked if any other changes were made to the application other than increasing the front setback. Mr. Sedey responded that a house blueprint was submitted that shows an adjustment to the garage placement, which results in an increase to the side setbacks.

Commissioner Peterson asked if it would be a significant change if placement of the garage is changed back to the original side load design. It is important for the garage to be front loading to maintain the increased side setback. Mr. Sedey explained that if the garage were moved back to a side load, the front setback

would be less. That would be a significant change that would have to be reviewed again by the Planning Commission.

Mr. Todd Hinz, Summit Design, stated that drainage is a concern. The garage will be a front load. The pad will be built up for drainage to go to the street. Swales will be created on each side to keep any drainage on the property. All drainage will be directed to the drainage outlet at the southeast corner in North Owasso Boulevard that was put in with the road reconstruction.

Chair Anderson opened the discussion to public comment.

Mr. Lee Michaels, 277 N. Owasso Boulevard, stated that his house is directly east of the subject property. His first concern is drainage. Other development that has occurred around his property has caused flooding in the basement, which has never happened. Even with the street improvement, there is a lot of water in his front yard, and he does not want water in the basement again. He appreciates that the applicant has moved the house further back.

Commissioner Peterson stated he is pleased with the repositioning of the home with the space on the sides. He emphasized the major storm water improvements on N. Owasso Boulevard and it is important that grading be improved for water to reach the new system to address drainage. He will support the variance.

Commissioner Solomonson agreed with Commissioner Peterson and especially for the change for the house to be moved back further in the lot and for the garage to be front loaded.

Commissioner Yarusso expressed appreciation for the improved solutions from the applicant.

MOTION: by Commissioner Doan, seconded by Commissioner Peterson to adopt Resolution 21-05 approving the variance allowing a new home to be built 54.9 feet from the front property line located at 287 N Owasso Blvd. This variance is subject to the following conditions:

1. The project must be completed in accordance with a front setback of 54.9 feet as shown on the survey submitted as part of the Variance application. The future house is the same submitted with the updated variance application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. This approval is subject to a 5-day appeal period. Once the appeal period expires, a building permit may be issued for the proposed project. A building permit must be obtained before any construction activity begins.

This approval is based on the following findings:

1. Single family homes are permit in the R1 district
2. Practical Difficulty has been found as stated in Resolution 21-05.

ROLL CALL VOTE

AYES: Doan, Riechers, Solomonson, Wolfe, Yarusso, Peterson, Anderson

NAYS: None

EXTENSION REQUEST FOR RESIDENTIAL DESIGN REVIEW AND VARIANCES

FILE NO.: 2738-19-25

LOCATION: 5240 OXFORD STREET NORTH

**APPLICANT: ALEXANDER DESIGN GROUP ON BEHALF OF THOMAS AND
KERRY ATKINSON**

Presentation by Associate Planner Aaron Sedey

The application is to retain variances approved for construction of a new home. One variance is to retain a 290 square foot shed on a riparian lot. The maximum area allowed for the shed is 288 square feet. Also, variances to reduce the 195.5 minimum street setback to 192 feet and reduce the side setback for living space on the second level of the attached garage from 10 feet to 5 feet were approved. The extension of one year to complete the project is requested because construction did not occur this last year because of COVID. Staff is recommending the extension to February 23, 2022.

MOTION: by Commissioner Riechers, seconded by Commissioner Solomonson to extend the Residential Design Review and Variance approvals for Thomas and Kerry Atkinson, 5240 Oxford St N, and adopt an amendment to Variance Resolution 20-03 which addresses this extension. The approvals are extended to February 23, 2022.

ROLL CALL VOTE

AYES: Riechers, Solomonson, Wolfe, Yarusso, Peterson, Doan, Anderson

NAYS: None

NEW BUSINESS

VARIANCES

FILE NO.: 2779-21-06

LOCATION: 960 COUNTY ROAD I

APPLICANT: ZAWADSKI HOMES ON BEHALF OF CHAD AND MEGAN TOFT

Presentation by Associate Planner Aaron Sedey

The application is to tear down an existing home built in 1947, and construct a new one with an attached garage. The existing detached garage at the street will be removed. Notice was sent for a Conditional Use Permit for the boathouse, but after

determining it is larger than permitted, the request is for a variance to retain it in its present location. Variances are also requested to reduce the front setback from the range of 140.5 to 160.5 feet to 131.54 feet.

A variance is also requested to exceed the 1200 square feet or 90% of dwelling unit foundation, for the total area of accessory structure. The boathouse is 440 square feet; Code allows 288 square feet for water oriented structures. Total accessory structure area would be 1250 square feet. The side yard setback is 8.4 feet; Code requires 20 feet. The width of the boathouse as viewed from the lake is 24.1 feet; the maximum allowed is 12 feet. The boathouse was permitted in 1956 and permitted to be altered in 1965. It is legal structure at its size and location.

The property has 115.5 feet of width at the road right-of-way and 110.57 feet at the Ordinary High Water Level (OHWL). The property is zoned R1, Detached Residential with Shoreland Overlay.

The applicant states that the boathouse will be used for lake storage. It was built before there was any code of regulation and is a useful part of the property. The house will be built on a slab, which will limit storage space. The detached garage at the street will be removed in order to come closer to compliance with allowed storage space. There is more emphasis on the OHW lakeside setback than the front setback on a riparian lot.

Staff believes practical difficulty is present. The property was developed on the lake and more emphasis would be on the lakeside setback. The proposed home will be in the same general location as the existing home but is not be out of line with adjacent homes due to varying depths and distance from County Road I due to the curve of the lake.

Staff finds that keeping the boathouse for lake storage is reasonable. The unique circumstance is that the structure was built before the applicants owned the property and prior to shoreline regulations. The character of the neighborhood will not be altered. The attached garage is a similar design of others along County Road I. The boathouse will be maintained as it was built.

Notice was sent to property owners within 350 feet. One comment has been received. Rice Creek Watershed District requires a permit if more than 10,000 square feet are disturbed.

Staff believes the front yard setback meets the intent of the code. Practical difficulty is present for the variances requested and recommends approval.

Commissioner Peterson asked the reason for the house being built on a slab. Mr. Sedey noted some poor soils and peat in the area which could be difficult.

Commissioner Solomonson asked the condition of the boathouse. Mr. Sedey answered that it is in good shape with minimal maintenance needed.

Commissioner Solomonson asked if the boathouse is a legal non-conforming structure. Mr. Sedey answered, yes.

Mr. Steve Zawadski, stated that the boathouse will have minor repairs. It is concrete and in good condition. The house will be built on slab because the applicants do not want a basement even though the soils are good. The variance on the street side is 9 feet because of the new garage that will be added.

Commissioner Solomonson clarified that the front setback variance is for the house and garage. Mr. Sedey added that there are also variances to retain the boathouse in its size and location. The side setback variance is for the boathouse.

Chair Anderson opened the discussion to public comment. There were none.

Commissioner Solomonson asked if the boathouse is grandfathered and the reason for the variance. City Attorney Kelly stated that if the only work to be done were repair of the boathouse, it would be a legal non-conforming structure. However, because of the other changes with the new house and garage, a variance is needed for the boathouse. Commissioner Solomonson agreed with staff's analysis and expressed his appreciation for seeing the investment in this property.

Commissioner Peterson stated that his concern with no basement is the limited storage and need for more accessory structure area. It would be difficult to reduce the size of a stone boathouse. The attached garage is 24' x 34', which is reasonable for homes built today. He will support the application with the reason of building on a slab.

Chair Anderson echoed Commissioners Solomonson and Peterson and expressed his support.

MOTION: by Commissioner Doan, seconded by Commissioner Peterson to adopt Resolution 21-13 approving variances; submitted by Chad and Megan Toft for 960 County Road I West, subject to the following conditions:

Variances

1. Side yard setback for the existing water oriented accessory building on eastern lot line is to be 8.5 feet, a decrease from the minimum 20 feet.
2. The total accessory building square feet is to be 1,250 square feet, an increase of 50 square feet.
3. Total water oriented accessory building is to be 444 square feet, an increase from the maximum allowed of 288 square feet.
4. The water oriented accessory building as viewed from the water will be 24.1 feet, and increase from the allowed 12 feet.
5. Front yard setback for the proposed new home to be 131.54 for the front property line setback.
6. The lot will conform to the 25% impervious.
7. The current detached garage at the street will be removed from the property.

8. A Shoreland Mitigation Affidavit is required for the application; this Affidavit shall be executed prior to the City's release of the building permit.
9. The approval is subject to a 5 day appeal period.

This action is based on the following findings:

1. The property will be used in reasonable manner as a single family home with a boathouse for lake use.
2. The unique circumstances are tied to the boathouse being permitted in 1956 with a permitted addition to it in 1965 with the previous owners.
3. The character of the neighborhood will not be altered as this structure has been in place for 56 years.

ROLL CALL VOTE

AYES: Solomonson, Wolfe, Yarusso, Peterson, Doan, Riechers, Anderson

NAYS: None

SITE AND BUILDING PLAN REVIEW/VARIANCE

FILE NO.: 2782-21-09
LOCATION: 555 CARDIGAN ROAD
APPLICANT: HTG ARCHITECTS

Presentation by City Planner Kathleen Castle

The application is to construct a warehouse addition onto the north side of the existing building. The property is zoned Industrial (I). A variance is requested to reduce the required 90-foot loading dock berth length to 86.5 feet.

The addition will be 28,250 square feet to warehouse inventory and processing orders. The loading dock area is at the northeast corner of the building with access from Cardigan Road. The addition is designed to match the existing building.

Additional parking will be added on the west side of the building. Required parking for this site is 73 stalls. The proposal shows 66 stalls on the west side with 7 proof of parking stalls shown to meet the minimum requirement.

Impervious coverage is at 74%, which is less than permitted. Impervious pavement is being used for storm water management.

There are 36 trees that will be required to be replaced, including one landmark tree. Due to the limited space on the property, a cash donation may be made to the City's forestry fund.

The applicant's statement regarding the variance explains existing site conditions related to the location of the original building. The proposed addition is set further back than the existing roadway to provide room for trucks without overhanging into the roadway. Staff finds that practical difficulties present. Unique

circumstances exist with the placement and design of the original building. The loading docks are set back 63 feet. The proposed length is greater at 86.5 feet is sufficient. When measured from the curb, the length is 99 feet. There will be no impact to the neighborhood, as the loading dock area will have a greater setback than existing loading docks.

Property owners within 350 feet were notified of the proposal. No comments were received. The Watershed District permit has been granted subject to certain conditions.

Staff is recommending approval of the variance and that the site and building plan review be forwarded to the City Council with a recommendation for approval. Conditions of approval include proof of parking and tree replacement.

Commissioner Solomonson asked the type of trucks that access the loading dock and if there is staging on the road. Ms. Castle noted that 75 feet is needed for adequate access to the loading dock. The proposal is an improvement from the current 63 feet.

Commissioner Riechers asked if there have been variances for loading docks in the past. Ms. Castle did not recall any previous applications for the loading dock area.

Commissioner Peterson noted that the issue of trucks blocking the road was discussed with the adjoining property, Lionsgate. He asked if there have been truck complaints with the current 63-foot length. There is good communication among the occupants of the cul-de-sac about any potential blocking of the road.

Mr. Rob Brandwick, HTG Architects, Eden Prairie, stated that the proposal will improve truck access and getting trucks off the road. The northeast corner has a drive-in truck bay where trucks back up to the building.

Mr. Jim Wilber, Operations Manager, Mead Metals, stated that the increased loading dock area will be a big improvement and move trucks faster than the one bay now being used. Trucks will be able to turn within the site rather than on the road. The schedule for trucks has been set taking into account school hours and is between 10:00 a.m. and 2:00 p.m. There is good communication between Mead Metals and the school.

Commissioner Solomonson asked if there will be more trucks with the increase to four bays and how staging will be done. **Mr. Wilber** answered that staging is done prior to trucks backing in. The turn-around time is approximately 10 minutes—that is backing in, load and leave again. The additional bays should create less traffic on the road. Currently, with only one bay, if there are two trucks, one has to park on the side of the road until the other one leaves. There will be room for two trucks at a time. The trucks used are city trucks, not long haul trucks.

Chair Anderson opened the discussion to public comment. There were no comments.

Commissioner Solomonson expressed his support and appreciation for the investment Mead Metals is making in the community. They are also addressing safety issues by getting trucks off the road. Proof of parking is only 7 stalls with parking added on the west side.

Commissioner Peterson stated his support and is pleased to see the expansion. He is also pleased by the use of city trucks as opposed to long haul trailers. This is a good addition for the city.

Chair Anderson expressed his support and appreciation for the investment of Mead Metals in the city.

MOTION: by Commissioner Yarusso, seconded by Commissioner Riechers to adopt Resolution 21-15 approving variance request and the site and building plan review submitted by HTG Architects on behalf of Mead Metals, 555 Cardigan Road for a building addition. This approval is 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. A tree preservation plan shall be submitted and identify the trees to be preserved and protected.
3. A tree replanting plan shall be submitted for the removal of any landmark trees. Landmark trees removed shall be replaced at a ratio of 6:1.
4. Approval of the final grading, drainage, utility, and erosion control plans by the Public Works Director, prior to the issuance of a building or grading permit for this project.
5. The proof of parking shall be installed in the event parking demand exceeds that which is provided on the property. A grading and drainage plan shall be submitted that identifies how stormwater will be managed for the expanded parking area.

This action is based on the following findings:

1. The proposed use of the property as office/manufacturing/warehouse is consistent with the I, Industrial zoning.
2. Practical difficulty is present as stated in Resolution 21-15.

ROLL CALL VOTE:

AYES: Peterson, Doan, Riechers, Solomonson, Wolfe, Yarusso, Anderson

NAYS: None

VARIANCE

FILE NO.: 2783-21-10
LOCATION: 784 COUNTY ROAD I
APPLICANT: TRENT AND ALLISON RITER

Presentation by City Planner Kathleen Castle

The applicants plan to remove the existing home and build a new one. Two variances are requested: 1) to reduce the required side yard setback for an attached garage; and 2) to reduce the required front yard setback for the new home. The property is zoned R1, Detached Residential and Shoreland Overlay and located on the north shore of Turtle Lake.

The property consists of 15,993 square feet in area. The lot width is 90 feet, which is less than the minimum 100 feet required on shoreline. The property is a substandard lot due to the width. The existing home is two stories with a tuck under garage. It is set back 24.8 feet from the OHW of Turtle Lake, less than the required 50 feet, which makes it nonconforming due to the setback.

The new home will be 2.5 stories with a height of 35 feet and attached garage. The foundation area is 2870 square feet. The setback from the OHW will be increased to 52 feet, which brings that setback into compliance. The east side setback for the garage is proposed at 5 feet, which is less than the required 10 feet. The west side setback conforms to the 10 feet required. The front setback is 37.6 feet. A setback of 92.2 to 110.2 feet is required.

The residential design review standards are met for lot coverage, building height and foundation area.

The applicant states that the existing home is not in compliance with setback requirements. The new home needs to comply with the setback for Turtle Lake. The location of the home is impacted by the two adjacent homes which are located closer to Turtle Lake than what is permitted. The proposed setback of the garage is consistent with the R1 District.

Staff agrees with the applicant that practical difficulty exists. Side setbacks of 10 feet are required on lots of less than 100 feet in the R1 District. The placement of the two adjacent homes closer to the lake than permitted results in greater setbacks from County Road I. The setbacks of homes along County Road I vary with attached and detached garages. The proposed home will not be out of character for the neighborhood.

Staff is recommending approval of the variances.

Commissioner Solomonson clarified that the garage is side loaded, that cars will have to turn to enter the garage. He noted that gutters are planned on the garage and asked whether there is intent to direct water a certain direction. Ms. Castle

stated that the intent is to keep drainage from the garage on the property and direct it to County Road I.

Mr. Trent Riter, 784 Count Road I West, expressed his appreciation for the Commission's review and commended the completeness of Ms. Castle's presentation.

Chair Anderson opened the discussion to public comment.

Mr. Dick Chelgren, 776 County Road I, stated that he has lived to the east of the subject property for 50 years. His major concern is drainage and direction of flow. There has been standing water in this yard. He is not opposing the proposal but would like to know the direction of water. He does not want more water in his yard. Directing the water to County Road I is okay, but he is not sure the amount of water can be handled by County Road I. The area is subject to heavy water and standing water. Some neighbors pump water from their basements year round.

Mr. Bob Moser, 986 Priester Lane, Hudson, WI, stated that he is assisting the Riders. The reason for the amount of water is because the existing grade from the front of the house to County Road I ranges from 891.9 to 890.62. The entire area in front is flat, which would be the reason for significant pooling. The grade will be raised to 897 so drainage will be enhanced significantly. The foundation on the garage closest to the property line has been increased in height so that grade does not have to be raised, which will allow water to drain to the north and not to the east onto the neighbor's property. Drainage concerns are being taken seriously and will be addressed.

Commissioner Solomonson stated his concern with drainage but believes it is addressed with Mr. Moser's explanation. A lot of attention to detail has been given to this proposal and he supports it.

Commissioner Peterson agreed that there has been drainage issues, but the plan adds a lot of fill to drain the water to the street. The new driveway will be higher; there are retaining walls. The driveway adds to support for reducing the setback to 5 feet for the turn into the garage. It is a challenging lot, but the plan appears to be well prepared and he will support it.

Commissioner Riechers noted the property is constrained on many sides. She is pleased to see there will be a grading plan reviewed by the City Engineer and with Mr. Moser's comments, she would support the application.

MOTION: by Commissioner Riechers, seconded by Commissioner Peterson to adopt Resolution 21-14 approving variance request submitted by Trent and Allison Riter for new home construction on their property at 784 County Road I W, subject to the following conditions:

1. The project must be completed in accordance with the submitted as part of the Variance application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.

2. A grading and drainage plan shall be submitted with the building permit application for review and approval by the City Engineer. To mitigate stormwater runoff from the reduced garage setback, gutters shall be used.
3. A permit from the Rice Creek Watershed District shall be obtained, if required, prior to commencing any construction activity on site, including grading.
4. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
5. Shoreland Mitigation Affidavit is required to be signed before the building permit is issued.
6. This approval is subject to a 5-day appeal period. Once the appeal period expires, a building permit may be issued for the proposed project. A building permit must be obtained before any construction activity begins.

This action is based on the following findings:

1. The proposed use of the property for single family residential is consistent with the R1 zoning.
2. Practical difficulty is present as stated in Resolution 21-14.

ROLL CALL VOTE:

AYES: Solomonson, Wolfe, Yarusso, Peterson, Doan, Riechers, Anderson

NAYS: None

PUBLIC HEARING - REZONING/PRELIMINARY PLAT/PLANNED UNIT DEVELOPMENT - DEVELOPMENT STAGE

FILE NO.: 2784-21-11
APPLICANT: KATH FUEL OIL SERVICE
LOCATION: 3467 RICE STREET

Presentation by City Planner Kathleen Castle

The properties currently zoned C2, General Commercial. The request is to rezone to a PUD, Planned Unit Development for redevelopment to a Holiday franchise fuel station, car wash and convenience store. The preliminary plat will plat the property into one parcel. The property is surrounded by road on all sides as it is located at Rice Street, I-694 and Grass Lake Place.

The site is currently developed with a fuel station and car wash. The existing buildings will be demolished for redevelopment with new buildings and fuel island. The convenience store and car wash will sit on the eastern portion of the site. The five fuel pump islands will be in the middle. Access to the site will remain the same with two entries off Grass Lake Place.

Staff review finds that the proposal is consistent with the Commercial land use designation and the city's Comprehensive Plan. Rezoning to PUD will maintain an underlying zoning of C2. The property has been recently impacted by right-of-way needs for adjoining I-694 and Rice Street.

The preliminary plat complies with the minimum requirements in a C2 District. The lot width is 125 feet along Rice Street, which exceeds the requirement of 100 feet. A number of existing parcels will be combined to create one parcel.

Flexibility is needed from district standards to redevelop the site, as the proposed buildings are set closer to the right-of-ways than permitted in the C2 District. The required front setback on Rice Street is 50 feet; the proposal is 17 feet. The side setback requirement from I-694 is 30 feet; the proposal is 27.3 feet. The side setback requirement from Grass Lake Place is 30 feet; the proposal is 27 feet. The road right-of-ways needed for I-694 and Rice Street greatly impacted the buildable area for this property.

The plan shows 18 stalls for parking. Nineteen stalls are required. One parking stall was lost due to the impervious surface requirements. The proposed impervious surface requirement is 77%; the proposed is 79.2% with the removal of one parking stall. The city allows 80% if Best Management Practices are used. Storm water will be directed to a pond in the I-694 right-of-way, which would allow impervious surface coverage at 80%. A drainage permit is required.

This site is adjacent to the McMillan, a mixed use development which includes residential apartments. While the site is on a major interchange, staff has some concern about impact to the adjoining residential use to the north. The applicant has indicated the station will not be open 24 hours but from 5:30 a.m. to 1:00 a.m. Hours of operation can be further restricted with the PUD to mitigate impact.

Property owners within 350 feet were notified of the proposal. No comments were received. The Watershed District has indicated that a permit is not required because less than one acre will be disturbed.

Staff finds this redevelopment to be consistent with the Comprehensive Plan and Development Code. Flexibility from site standards is required because of impacts from adjacent roadway development. The preliminary plat simplifies the legal description by consolidating several parcels into one parcel. Staff is recommending the PUD add conditions of hours operation and that the application be forwarded to the City Council with a recommendation for approval.

Commissioner Riechers asked the specific reason for noise concern. If it is the car wash, can hours of operation be limited? Ms. Castle stated that hours of operation can be restricted. Cars will enter the car wash from the north and drive through to exit on the south side. The noisy blowers are located on the south side. There have been no complaints with the existing car wash.

Commissioner Peterson stated he will support further restriction to car wash hours of operation. There is a trail near the property line in the right-of-way. He asked what a safe distance would be from the curb used for the car wash to the trail, which is only two feet. The entrance is toward the fuel pumps where there is a lot of activity and little space for entry and exit. A lot of landscaping is proposed, and there have been a lot of problems with landscaping because of snow removal. He asked if there is a snow removal plan to preserve the landscaping. Ms. Castle responded that the trail is two feet from the property line and another two or three feet to the trail itself. The greater distance the greater safety for trails. The city prefers at least a 3-foot setback, but some trails are adjacent to curbs due to the limitations with right-of-way. Ms. Castle continued, saying that the fuel pump islands will be centered on the property. The canopy is 19 feet from the lot line with an additional 8 to 10 feet to the fuel pump. Landscaping needs to be addressed with the applicant.

Commissioner Solomonson asked what facilities are located on the west side of the site. Ms. Castle answered, a vacuum station, and fuel storage tanks. Commissioner Solomonson asked if there is a signage plan. Ms. Castle stated the applicant is working with a company on a comprehensive sign plan.

Chair Anderson clarified that the fuel pumps would also be not be operational 24 hours.

Mr. Casey Beaton, stated that the new positioning of the car wash with the doors facing south is intentional to mitigate sound. The doors will be closed during the car wash. The only time the blowers would be heard is when another car is entering the bay at the same time, which is not common. The new curb will be in the same location as the existing curb. A portion will be pulled away from the trail along Rice Street. This will be a neighborhood store. The layout of the site will be conducive to a quick stop. There is plenty of room to navigate around the fuel pumps to reach the store. The site will be kept clean and maintained. There are minimum standards for maintenance of landscaping. The intent is that the snow will be piled at the back of the lot at the west point to be picked up and hauled away. The site will not be operational 24 hours because of safety. Application for a signage permit will be submitted when all setbacks and dimensions are known.

Commissioner Doan asked the change in impervious surface from the existing layout to the new layout of the site. **Mr. Beaton** answered that there are two access points now. The first one will be enlarged. The existing impervious surface is approximately 29,000 square feet; the proposed is approximately 29,837 square feet. Efforts are being made to maintain standards for impervious pavement. The driveway on the south for the car wash was reduced from 16 feet to 14 feet. Additional options to reduce impervious are being considered.

Commissioner Solomonson asked if signage can be added to prevent traffic from entering onto Rustic Place. Further, he asked if the lights on the canopies are

dimmed when not operational. **Mr. Beaton** stated that a No Exit sign can be posted. Canopy lights will be dimmed.

Commissioner Anderson asked if the existing tanks will be used. **Mr. Beaton** stated that the existing steel tanks are 30 years old and will be pulled. Clean fill will be put in for the new fiberglass tanks.

City Attorney Joe Kelly stated that he has reviewed the affidavit and the public hearing is in order.

Chair Anderson opened the public hearing at 9:27 p.m.

Mr. Steve Dahl, stated that he has owned the station since 1988. Ramsey County took one access and all the landscaping. When the round-about was put in, the county put the access on the west side of the property in the center. The driveways cannot be moved. Holiday helped with the site layout so it would function properly. Originally, the exit from the car wash faced directly north 25 feet from the property line. The new layout has the car wash exit in the southeast corner, the furthest possible from the apartment buildings. That will help with noise. The road near the trail is for cars to exit from the car wash area if they cannot go through the car wash. There will not be traffic by the trail, and he does not believe it is a safety issue. Before COVID, the station was open 24 hours, but the new proposal will be restricted hours.

MOTION: by Commissioner Peterson, seconded by Commissioner Doan to close the public hearing at 9:31 p.m.

ROLL CALL VOTE

AYES: Wolfe, Yarusso, Peterson, Doan, Riechers, Solomonson, Anderson

NAYS: None

Commissioner Peterson stated his support and that his concerns about car wash noise were addressed by Mr. Dahl and Mr. Casey. People will line up for the car wash and fuel. It will be important to do as much as possible to deal with congestion. Snow removal should be added as a condition under the PUD as item 4.d.

Commissioner Solomonson expressed appreciation that the car wash is moved away from the apartments. As the site is so close to the freeway, he would support being open 24 hours but restricting the car wash. He would like to see ways to discourage any traffic through Rustic Place, which only goes back to Rice Street.

Commissioner Riechers asked if there are limited hours of operation for other car washes, in the city, such as the one on Highway 96 and Hodgson. Ms. Castle answered that she is not familiar with the hours of that car wash. There is a gas station on Lexington that closes at night and canopy lights are required to be dimmed in order to lessen impact to neighbors.

Commissioner Yarusso stated the car wash at Hodgson and Highway 96 is not adjacent to residential property. The proposal is an upgrade to existing facilities. It is a good location for a gas station. She appreciates the relocation of the car wash and supports the application.

Chair Anderson expressed appreciation for the reinvestment to upgrade the property. With all the construction in that area, he is pleased the owner is willing to continue his business at this location.

MOTION: by Commissioner Peterson, seconded by Commissioner Yarusso to recommend the City Council approve the Rezoning, Preliminary Plat and PUD – Development Stage application for Kath Fuel Oil Service to redevelop their property at 3467 Rice Street with a fuel station/convenience store/car wash. This approval is subject to the following conditions and with the added condition of 4.d under Planned Unit Development:

Rezoning

1. This approval rezones the property from C2, General Commercial to PUD, Planned Unit Development.
2. The underlying zoning district for this PUD is: C2, General Commercial.
3. Rezoning is not effective until approvals are received for the Final Plat, PUD - Final Stage and development agreements executed.

Preliminary Plat

1. The Final Plat shall be submitted to the City for approval with the Final Stage PUD application.
2. Drainage and Utility Easements shall be dedicated as required by the Public Works Director.

Planned Unit Development – Development Stage

1. This approval permits the redevelopment of this site with a new fuel station, convenience store and car wash. The site shall be redeveloped in accordance with the submitted plans dated December 31, 2020.
2. Approval of the final grading, drainage, utility, and erosion control plans by the Public Works Director is required, prior to submittal to the issuance of a building permit. Final plans shall identify site construction limits and the treatment of work (i.e. driveways, parking areas, grading, etc.) at the periphery of these construction limits.
3. The developer shall secure a permit from the Minnesota Department of Transportation to allow stormwater runoff to discharge into the pond located in the Interstate 694 right of way.

4. The applicant is required to enter into agreements related to the subdivision, site development and erosion control. Said agreements shall be executed prior to the issuance of any permits for this project. The agreement shall address:
 - a. Construction management and nuisances that may occur during the construction process, including on-site parking for contractors. No parking is permitted on Grass Lake Place, Rustic Place and Rice Street.
 - b. Landscape maintenance
 - c. Maintenance of stormwater management facilities
 - d. The agreement shall address snow removal.
5. This approval shall expire after two months if the Planned Unit Development - Final Stage application has not been submitted for City review and approval, as per Section 203.060 (C).

This action is based on the following findings:

1. The proposed commercial use of the property is consistent with the Comprehensive Plan commercial land use designation.
2. The PUD zone is appropriate as flexibility is needed due to the impact roadway improvements have had on this property.
3. The plat consolidates the existing parcels into one and simplifies the legal description.

ROLL CALL VOTE:

AYES: Yarusso, Peterson, Doan, Riechers, Solomonson, Wolfe, Anderson

NAYS: None

MISCELLANEOUS

City Council Meetings

Commissioners Riechers will the March 15th City Council meeting, when two planning items will be considered.

Development Code Update

Ms. Castle reported that staff is working with the consultant on a draft. Once the draft is completed, there will be an informal engagement process on the city website for public comment and input by mid-March. The Planning Commission will review the document after public comment and feedback before a public hearing.

ADJOURNMENT

MOTION: by Commissioner Solomonson, seconded by Commissioner Riechers to adjourn the meeting at 9:48 p.m.

VOTE: **AYES - 7** **NAYS - 0**

ATTEST:

Kathleen Castle
City Planner

**Human Rights Commission
Meeting Minutes
February 24, 2021**

Call to order

Co-chair Richard Bokovoy called the meeting to order at 7 pm. This meeting took place virtually due to the COVID-19 pandemic. The following members were present via their computers or telephones

Present:

Nora Anderson
Richard Bokovoy
Elaine Carnahan
Katy Gibbs
Mary Johnson
Gene Nichols
Claudia Seyfarth
Lisa Wedell Ueki
Julie B. Williams

Excused:

Ashley Patel
Ben Schwanke
Vibhaa Venkat

Renee Eisenbeisz, Assistant City Manager, was also present.

Approval of minutes

Commissioner Gibbs MOVED that the minutes of January 27, 2021, be approved as presented. Commissioner Carnahan seconded the motion. The motion was approved unanimously.

Discussion with Ramsey County 4-H

Bri Fisher and Joanna Tzenis from the Ramsey County 4-H were present to discuss potential partnerships with the commission. Ramsey County 4-H has several programs regarding race and equity for youth in the area. Since COVID-19, they've switched to virtual sessions. Some programs they've done recently are "Let's talk about race" and "Let's talk about bias." These are weekly or bi-weekly discussions that are facilitated by 4-H staff and have been successful. Students do need to be 4-H members in order to attend these. The 4-H works with several schools and organizations to recruit new members.

The commission feels this would be a great opportunity to reach Shoreview youth and directed staff to move forward. Commissioner Gibbs and student representative Anderson offered to be on the sub-committee for this.

It's time to talk about race discussion series update

In partnership with Do Good Roseville, Ramsey County Library, and the League of Women Voters, the commission has now hosted four discussions in this series. There are four more sessions scheduled through May.

Do Good Roseville and the library are starting to plan a new round of discussions starting in June. The discussions would focus on Indigenous history. The commission discussed whether or not they would like to extend the series to include these discussions. They feel it would be a good opportunity and directed staff to move forward.

The commission also discussed whether or not they would like to make this an annual discussion series. Given the number of topics the commission would like to discuss, staff felt that this might be a good opportunity. The commission discussed the need to be intentional on selecting topics if they moved in this direction in order to have individuals attend. The commission will discuss this further in late summer.

Other business

Staff was recently contacted by two organizations who would like to have discussions with the commission. The first group is the Royal Oaks Anti-Racist neighborhood group. This group formed last year to broaden their knowledge on white privilege, racism, etc. and are now working on a few action steps. They would like to meet to see if there are potential partnership opportunities.

The second organization is the Minnesota Department of Human Rights. Rebecca Lucero, the department's commissioner, and Audel Shokohzadeh, the community engagement director, would like to meet to learn more about the commission's work. They are meeting with other local commissions as well.

The commission directed staff to invite both groups to future meetings for discussions.

Commissioner Nichols provided an update on the human rights definition sub-committee. They've had one meeting so far and each member will be reviewing definitions from different organizations. They hope to bring forward a recommendation at the April meeting.

Adjournment

Commissioner Wedell Ueki MOVED that the meeting be adjourned. Commissioner Nichols seconded the motion. The motion was approved unanimously. The meeting adjourned at 7:54 pm.

Respectfully submitted,

Renee Eisenbeisz

Staff Liaison

**SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES
March 1, 2021**

CALL TO ORDER

Vice President Sue Denkinger called the meeting to order on March 1, 2021 at 5:01 p.m. She noted President Johnson informed her she would be joining the meeting a little later.

ROLL CALL

The following members were present: Board Members Sue Denkinger, Kaori Kenmotsu, Shelly Myrland, and Terry Quigley.

President Emy Johnson arrived late.

Staff: Tom Simonson, Assistant City Manager/Community Development Director
Niki Hill, Economic Development Coordinator
Terry Schwerm, City Manager
Kathleen Castle City Planner
Ben Harrington, Economic Development Intern

Guest: Mayor Martin

APPROVAL OF AGENDA

MOTION: by Quigley, seconded by Myrland, to approve the March 1, 2021 meeting agenda as submitted.

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

APPROVAL OF MINUTES

MOTION: by Quigley, seconded by Kenmotsu, to approve the February 1, 2021 meeting minutes as submitted

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

FINANCES AND BUDGET

REVIEW OF MONTHLY FINANCIAL REPORTS

Simonson noted that a financial analysis of all tax increment finance districts will be presented to the EDA at the next meeting. Project budgets will be presented, as well as funds yet available in each district and any restrictions on use of those funds.

MOTION: by Myrland, seconded by Quigley, to accept the monthly financial reports for Home Loan Funds 305 and 307, EDA Fund 240 and HRA Fund 241 through January 2021, and approve the following payments of claims and purchases:

| | | |
|--|----------|------------|
| 1. Community Reinvestment Fund - December Date paid: 1/13/2020 | \$22.00 | (Fund 305) |
| 2. Community Reinvestment Fund - November Date paid: 1/13/2020 | \$79.00 | (Fund 307) |
| 3. Lexington Investments LLC - SBEA Round 2 Date paid: 1/4/2021 | \$5000 | (Fund 240) |
| 4. Bravo Fitness - SBEA Round 2 Payment Date paid: 1/13/2021 | \$5000 | (Fund 240) |
| 5. Metro Dance LLC - SBEA Round 2 Payment Date paid: 1/13/2021 | \$5000 | (Fund 240) |
| 6. Nikituk, Cindi - SBEA Round 2 Payment Date paid: 1/13/2021 | \$5000 | (Fund 240) |
| 7. Shore 96 - SBEA Round 2 Payment Date paid: 1/13/2021 | \$10,000 | (Fund 240) |
| 8. The Winkin Rooster - SBEA Round 2 Payment Date paid: 1/13/2021 | \$5000 | (Fund 240) |
| 9. Elevage Management - SBEA Round 2 Payment Date paid: 1/13/2021 | \$10,000 | (Fund 240) |
| 10. First Chiropractic - SBEA Round 2 Payment Date paid: 1/20/2021 | \$5000 | (Fund 240) |
| 11. Greenhaven Printing - SBEA Round 2 Payment Date paid: 1/20/2021 | \$5000 | (Fund 240) |
| 12. Skyline Cleaners - SBEA Round 2 Payment Date paid: 1/20/2021 | \$5000 | (Fund 240) |
| 13. Mansettis Gramsie Inc - SBEA Round 2 Payment Date paid: 1/20/2021 | \$5000 | (Fund 240) |
| 14. Bryghtpath LLC - SBEA Round 2 Payment Date paid: 1/25/2021 | \$5000 | (Fund 240) |

| | | |
|---|----------|------------|
| 15. Universal Transit Services - SBEA Round 2 Date paid: 1/25/2021 | \$5000 | (Fund 240) |
| 16. Willow Creek Chiropractic - SBEA Round 2 Date paid: 1/25/2021 | \$5000 | (Fund 240) |
| 17. Liberty Holdings - SBEA Round 2 Payment Date paid: 1/28/2021 | \$5000 | (Fund 240) |
| 18. GS Transportation Services - SBEA Round 2 Date paid: 1/28/2021 | \$5000 | (Fund 240) |
| 19. EDAM - Membership Renewal Simonson/Hill Date Paid: 1/27/2021 | \$295.00 | (Fund 240) |
| 20. Allen, Deanne - EDA Minutes 1/4/2021 Date paid: 1/11/2020 | 200.00 | (Fund 240) |
| 21. Verizon Wireless -Cell Phone/Cuprey 12/10/20-1/11/21 | \$41.50 | (Fund 241) |
| 22. Xcel Energy - 910 County Road E Date Paid: 1/20/21 | \$163.19 | (Fund 241) |

ROLL CALL VOTE

AYES: Kenmotsu, Myrland, Quigley, Denkinger

NAYS: None

ABSENT: Johnson

GENERAL BUSINESS

CITY-OWNED PROPERTY AT 902 COUNTY ROAD E WEST - AGREEMENT TO MANAGE RENOVATIONS AND RENTAL OF HOME FOR AFFORDABLE HOUSING AND AWARD CONSTRUCTION WORK

Presentation by City Planner Kathleen Castle

A contract is proposed with Community Action Partnership of Ramsey and Washington Counties (CAPRW) to manage the construction renovation work at 902 County Road E West. Improvements include a third bedroom added to the lower level, electrical and plumbing upgrades, as well as energy efficiency repairs with window and door replacements and insulation. CAPRW has submitted a scope of work estimated to be approximately \$55,000. The scope of work was put out for bid. Three bids were received ranging from \$60,828 to \$72,250. CAPRW is planning to use volunteer workers to reduce costs. The funding source will mainly

be from revenues received from recently sold excess city property. The work is expected to be completed within two months. Staff recommends the low bidder, JPs Construction at \$60,828.

Quigley asked if the city is satisfied with the work being done by CAPRW. Castle responded that CAPRW has been great to work with. Communication is good and the city is kept informed. The work at 910 County Road E West was done well.

Kenmotsu asked if it is common to have such a wide spread in bids. Castle answered that it is common. Costs came in higher for J Lewis. Kenmotsu verified that volunteer work will be included in the contract to reduce the bid of \$60,828. Simonson said price quotes from contractors can vary because of their project schedules or costs they incur with subcontractors.

Myrland stated that she was pleased to see that the bidding companies submitted very thorough and comprehensive lists of costs.

Denkinger asked if JPs Construction has done work in the City previously. Simonson stated that the city has not worked with JPs Construction, but all three bidding contractors have worked with CAPRW in the past and all were contacted for bids based on previous satisfactory work.

MOTION: by Quigley, seconded by Myrland to recommend the City Council authorize the establishment of a partnership with Community Action Partnership of Ramsey and Washington Counties (CAPRW) for the renovation of the city-owned home at 902 County Road E West and management of the property as affordable housing unit, and to award the construction bid to JP's Construction.

ROLL CALL VOTE

AYES: Kenmotsu, Myrland, Quigley, Denkinger

NAYS: None

ABSENT: Johnson

Rental of 910 County Road E

Castle reported that CAPRW has completed the application process for 910 County Road E. The applicant is coming from St. Paul and has a Section 8 certificate, which has to be transferred to the Metro HRA to locate in Shoreview. An inspection of the property is scheduled Wednesday, March 3, 2021. If all goes well, the tenant will move in shortly after that time.

Myrland asked how the application process works and if a Shoreview resident who would like such an opportunity was able to apply. Castle stated that Shoreview residents were eligible to apply, but Shoreview residents were not targeted. Information was sent out to Ramsey and Washington Counties through CAPRW. A request could be made to target Shoreview for the property at 902, if that is the preference of the EDA.

Denkinger stated that she is pleased that a family outside of Shoreview would have the opportunity to move into this school district.

Mayor Martin noted that the house has been ready for some time. She would like to see CAPRW start the selection process as soon as possible for the house at 910. She also noted that school district enrollment is down 2% and echoed Denkinger's appreciation for bringing a family into the district.

Kenmotsu suggested that screening applicants could be taking a longer time. Castle stated that it is also taking time for the Section 8 voucher to be transferred. She agreed to find out more information about the selection process and report back to the EDA.

HOUSING NEEDS ASSESSMENT STUDY

Presentation by City Planner Kathleen Castle

In February, the EDA reviewed proposals from three firms for a Housing Needs Assessment study. It was the recommendation of the EDA for the city to work with Stantec. Stantec has prepared a contract proposal for EDA and Council approval. The study will look at housing stock in the city and collect data on demographics, employment and housing conditions. The study will identify housing needs, demand, gaps and look at housing strategies that meet community goals. A focus group of key community members will be used for input on strategies. Completion of the study is anticipated for August 20, 2021. The cost is in the range of \$25,000 and \$30,000. Simonson noted that HRA funds will cover the cost.

Quigley asked if staff is satisfied with what is covered in the agreement. Castle responded that the agreement is a standard template with some parts of the study tailored to Shoreview. The scope of services does reflect the requirements of the city.

Myrland asked if a periodic update is given to the city on the work of the study. Castle stated that staff will be meeting with Stantec throughout the study process.

Harrington noted that the information and data that will be collected is invaluable to the city because it cannot be obtained elsewhere. Besides the academic

information, the study will provide how-to options for property owners on maintaining housing.

Denkinger expressed interest in knowing what impact maintenance issues might have on the city's home loan program. The study could spark more interest in the program. Simonson said that one aspect of the study will be for the consultant to review our existing home loan programs to assess if the incentives offered are consistent with the issues that will be identified as priorities in the study.

Kenmotsu asked if data will be provided in the context of other comparable communities. Castle stated that comparisons will be part of the research. She will specifically request that information be included in the study report.

President Johnson arrived at the meeting at this time

MOTION: by Quigley, seconded by Kenmotsu to recommend to the City Council the execution of the professional services agreement with Stantec to complete a housing needs assessment study.

ROLL CALL VOTE

AYES: Kenmotsu, Myrland, Quigley, Denkinger, Johnson

NAYS: None

STAFF UPDATE

Shoreview Corporate Center

Simonson reported that Eagle Ridge Partners has completely renovated one of the buildings at the Shoreview Corporate Center, now named The Lex @4100. The city assisted with TIF financing. The building has now increased in value from approximately \$5 million to approximately \$21 million. The second and third floors have been leased by a national software company based in Boston called PTC and Progressive Insurance. Two floors are vacant, the fourth top floor and first floor. Eagle Ridge is negotiating with a high quality growing medical technology company from St. Paul to lease the remaining two floors. This is the kind of company Shoreview seeks to attract. If negotiations are successful, the company may also have interest in the east building due to their projected growth. If agreement is reached, it would be a 10-year lease.

Eagle Ridge has discussed some added specialized tenant improvements that would be needed at The Lex for the medical company for which there is a gap in financing of between \$2 million and \$3 million. Revenues from that TIF district total approximately \$6 million of which approximately \$3.4 million has been used in this

first phase of renovation. There could be TIF funds yet available to assist with attracting this company.

Denkinger asked how many jobs are projected from this medical company. Simonson responded that there would be approximately 200-250 jobs coming with the relocation with additional jobs with future growth.

Quigley asked the specific changes needed to the east building. Simonson answered that the age of the building requires upgrades to comply with code. Additionally, the east 4100 building (formerly 1050) was originally the technology center for Deluxe Check Printers so it is not designed for multi-tenant spaces and cannot be easily renovated. Also, the mechanical systems for the west building are located in the east building and connected through a tunnel system. It would be ideal to find someone to take on the east building rather than demolishing it and having to build a costly new structure for the mechanical systems to support the westerly building.

Former Deluxe Campus

Simonson reported that Scannell understands that the city is not supportive of a distribution-type facility for the site but is planning to provide additional data regarding number of jobs and tax base. Their client also wants to submit information on operations and traffic volumes based on some of the concerns mentioned by the EDA at the meeting on February 1st. Once that information is available, Scannell will then request the city to respond as to whether they should pursue a formal application for consideration for the distribution use for the site.

Denkinger expressed her appreciation of Scannell's approach to partner with the city. She understands the site lends itself to the distribution use, but the building shown at their presentation looked industrial. It is less appealing to think of trucks going in and out.

Quigley stated that it would be interesting to find out if there could be some variation in their approach to uses for the site. Simonson suggested the city could influence the project by seeking high quality building materials, layout of the site and design. Scannell plans to build speculative buildings, which can be appropriate and may be in demand in this market. Simonson said the city would likely not support just spec buildings without have some building built for a specific business so the city can be more comfortable with the type of use, quality of the jobs, and overall design. The risk for the city is that if spec buildings are built for more general uses and the market changes, there could be pressure on the city to accept a distribution and warehousing uses rather than the developer having empty

buildings. A PUD will be needed for anything to be approved. Scannell bought the property outright, and they want to see development as soon as possible on their investment. If the developer does not find the right uses and design that meet city goals, another question may be whether the city would support mixed-uses that might be better suited for the community including higher density residential, retail, and office/commercial. Simonson said it is a clear message received from the Council and EDA that it is critically important that the city not accept marginal quality on the Deluxe site, as it will set the tone for future redevelopment of the site and property to the east.

Simonson said that staff will prepare slides for EDA members to review of building photographs of projects that have been built in the Twin Cities by Scannell and other developers. Staff thinks it would be helpful for the board to visualize what they like and dislike about certain design elements.

Myrland asked if Scannell contacted the city before purchasing the property to find out how a PUD works, what is required and what would be supported. She also asked if they have reached out to other companies besides their one client. Simonson stated that the first contact with the city was when Deluxe introduced Scannell, which had already been selected as the buyer. Scannell is known to work well with cities to respond to preferences and issues. The city will receive their marketing materials. It is our hope that there will be a good relationship formed and the city can assist Scannell in seeking and attracting businesses that meet our expectations. Staff has also indicated that there could be TIF assistance with the right type of development and businesses.

Denkinger asked the implications of doing a mixed use project rather than an industrial use. Simonson explained that mixed use sometimes includes office and retail. Office is not marketable now and likely not for the foreseeable future coming out of the pandemic. Mixed use would likely be driven by residential, which is still strong and in demand especially in Shoreview, but mixed with a business park area at the east end and small-scale commercial/restaurants close to the interchange and Victoria Street may be something that could draw interest. He added that this is not typically the product of Scannell and they would likely have to partner with other developers.

Schwerm said that quality multi-family residential with some retail could fit nicely. He encouraged board members to go on Scannell's website to see if they can envision what they show for this site. Look specifically at their projects in the Twin Cities area.

Martin stated she would not be opposed to looking at mixed use for the site. Her worry is development of a large multi-family residential site and then finding out there is too much multi-family housing in Shoreview. She looks forward to the housing study results that will identify what is too much and where there are gaps.

Kenmotsu noted that there are no multi-family housing buildings on the Scannell website.

Myrland stated that their presentation showed they did not really walk the property to know where a multi-family housing building would fit in or determine what their proposal would look like and how it would impact the community.

Business Loans

Over 20 applications have been processed for the second round of business loans. Metro Dance and the Wink'n Rooster have written articles about how the city's assistance made the difference of them staying open or shutting down.

Kenmotsu asked if business loan applications are just trickling in or if the city is reaching out, as there still is funding available. She also asked if the fitness business applied for the second round. Simonson stated that the program is probably close to the end in terms of need and interest, unless there's a surge in cases and another shutdown is ordered. The fitness business noted at the last meeting was able to apply for the second round. The reason they missed the first round is because the property was being sold and the notice went to the previous owner, so staff qualified them for both rounds of funding due to the unique circumstances. They also were not eligible for the PPP program because they had not owned the business for at least a year.

ADJOURNMENT

MOTION: by Myrland, seconded by Kenmotsu to adjourn the meeting at 6:17 p.m.

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

Vice President Denkinger declared the meeting adjourned.

Memorandum

TO: City Council
FROM: Rob Falk , Accountant
DATE: April 5, 2021
SUBJECT: Claims and Purchases
ITEM NUMBER: 8.d
SECTION: CONSENT AGENDA

REQUESTED MOTION

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

INTRODUCTION

DISCUSSION

| Date | Description | Range | EFT range | | |
|----------|----------------------------|---------------|-----------|----|-------------------|
| 03/15/21 | Accounts payable | 563197-563321 | 2778 | \$ | 21,475.00 |
| 03/10/21 | Accounts payable | | 2779 | \$ | 72,326.60 |
| 03/12/21 | Accounts payable | | 2774 | \$ | 400.00 |
| 03/17/21 | Accounts payable | 563322-563343 | | \$ | 46,147.38 |
| 03/18/21 | Accounts payable | 563344-563346 | | \$ | 1,321.07 |
| 03/22/21 | Accounts payable | 563347-563402 | 2787-2842 | \$ | 149,393.21 |
| 03/26/21 | Accounts payable | 563403-563436 | 2785-2786 | \$ | 88,237.06 |
| 03/30/21 | Accounts payable | 563437-563454 | | \$ | 24,487.18 |
| 02/22/21 | Accounts payable | | 2772-2773 | \$ | 8,617.74 |
| 02/03/21 | Accounts payable | | 2775 | \$ | 2,993.35 |
| 02/23/21 | Accounts payable | | 2776 | \$ | 5,182.22 |
| 03/01/21 | Accounts payable | | 2777 | \$ | 878.09 |
| 03/31/21 | Accounts payable | | 2780-2784 | \$ | <u>3,084.83</u> |
| | Sub-total Accounts Payable | | | \$ | 424,543.73 |
| 03/12/21 | Payroll | 133166-133183 | 743-750 | \$ | 348,351.47 |
| 03/26/21 | Payroll | 133184-133200 | 751-758 | \$ | <u>335,890.91</u> |
| | Sub-total Payroll | | | \$ | 684,242.38 |
| | Total | | | \$ | 1,108,786.11 |

RECOMMENDATION

It is recommended that the city council approve the above purchases.

ATTACHMENTS

[563197-563454.pdf](#)

[2772-2842.pdf](#)

[LHB Inc.pdf](#)

[Medica.pdf](#)

[MN Dept of Corrections.pdf](#)

[Key Well Drilling.pdf](#)

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|------------|-------|---------|------------------------------------|---|--------------------|-----------------|
| 03/15/2021 | USBNK | 563197 | ABBOTT PAINT & CARPET | PAINT FOR WARMING HOUSES | 101-4371-42240.000 | 70.94 |
| 03/15/2021 | USBNK | 563198 | BEISSWENGERS HARDWARE | FUSE FOR SIRENS | 101-4205-42010.025 | 4.17 |
| 03/15/2021 | USBNK | 563199 | COMCAST | CABLE | 220-4380-43190.096 | 259.86 |
| 03/15/2021 | USBNK | 563200 | DUSTY'S DRAIN CLEANING | PLUMBING UPGRADES AT RCF CONCESSION STAND | 405-4371-45300.000 | 2,395.00 |
| 03/15/2021 | USBNK | 563201 | HOMEDEPOT PRO | CLEANING SUPPLIES | 220-4380-42110.000 | 924.52 |
| 03/15/2021 | USBNK | 563202 | INSTRUMENTAL RESEARCH INC | BACTERIA SAMPLES FOR FEBRUARY | 601-4505-43190.123 | 380.00 |
| 03/15/2021 | USBNK | 563203 | JOHNSON CONTROLS | SEMI ANNUAL TESTING | 220-4380-43190.000 | 875.00 |
| 03/15/2021 | USBNK | 563204 | MENARDS - BLAINE | TIE-DOWNS, ROPE FOR PICKLE BALL NETS | 101-4371-42240.000 | 50.33 |
| 03/15/2021 | USBNK | 563205 | MENARDS - FRIDLEY | COPPER WTP | 601-4505-42280.005 | 74.10 |
| 03/15/2021 | USBNK | 563206 | METROPOLITAN COUNCIL ENVIRONMENTAL | SAC FEES FEB 2021 | 602-0000-20840.000 | 2,485.00 |
| | | 563206 | | SAC FEES FEB 2021 | 602-0000-34060.000 | (24.85) |
| | | | | | | <u>2,460.15</u> |
| 03/15/2021 | USBNK | 563207 | MINNESOTA DEPT LABOR AND INDUSTRY | BUILDING SURCHARGE REPORT: FEBRUARY 2021 | 101-0000-20802.000 | 659.51 |
| | | 563207 | | BUILDING SURCHARGE REPORT: FEBRUARY | 101-0000-34060.000 | (25.00) |
| | | | | | | <u>634.51</u> |
| 03/15/2021 | USBNK | 563208 | PRECISION LANDSCAPE & TREE, INC. | PRIVATE REMOVAL 300 LILAC LN WO#20-01 | 101-4390-43190.113 | 1,556.94 |
| 03/15/2021 | USBNK | 563209 | Sievert, Mavis | Day Trip - 100 Years | 220-0000-22040.000 | 153.00 |
| 03/15/2021 | USBNK | 563210 | Smith, Cindy | Aqua Fit - Water Exe | 220-0000-22040.000 | 6.50 |
| 03/15/2021 | USBNK | 563211 | Smith, Richard | Pass APRESA Type: A | 220-0000-22040.000 | 64.17 |
| 03/15/2021 | USBNK | 563212 | Soderberg, Lisa | REFUND | 220-0000-22040.000 | 24.00 |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|------------|-------|---------|-------------------------------------|----------------------|--------------------|--------|
| 03/15/2021 | USBNK | 563213 | Sogge, Lucas | Credit Balance Refun | 220-0000-22040.000 | 40.00 |
| 03/15/2021 | USBNK | 563214 | Sohn, Sungmin | Pass APRESF Type: A | 220-0000-22040.000 | 111.67 |
| 03/15/2021 | USBNK | 563215 | Song, Joe | Deposit refund | 220-0000-22040.000 | 75.00 |
| 03/15/2021 | USBNK | 563216 | Soyett, Maryland | Credit Balance Refun | 220-0000-22040.000 | 188.00 |
| 03/15/2021 | USBNK | 563217 | Spandl, Andrea | Pass APRESF Type: A | 220-0000-22040.000 | 111.67 |
| 03/15/2021 | USBNK | 563218 | Special Services, Midwest | Credit Balance Refun | 220-0000-22040.000 | 145.00 |
| 03/15/2021 | USBNK | 563219 | Spiess, Sarah | REFUND | 220-0000-22040.000 | 9.00 |
| 03/15/2021 | USBNK | 563220 | St. George, Cindy | REFUND | 220-0000-22040.000 | 3.60 |
| 03/15/2021 | USBNK | 563221 | St. Peter's Church and School, * | Deposit refund | 220-0000-22040.000 | 100.00 |
| 03/15/2021 | USBNK | 563222 | Steinke, Alyssa | Pass APREGD Type: A | 220-0000-22040.000 | 120.00 |
| 03/15/2021 | USBNK | 563223 | Stewart, Diane | REFUND | 220-0000-22040.000 | 2.00 |
| 03/15/2021 | USBNK | 563224 | Stob, Dana | REFUND | 220-0000-22040.000 | 68.00 |
| 03/15/2021 | USBNK | 563225 | Stockwell, Roberta | Credit Balance Refun | 220-0000-22040.000 | 148.40 |
| 03/15/2021 | USBNK | 563226 | Storvick, Vicki | Pass APRESS Type: A | 220-0000-22040.000 | 55.00 |
| 03/15/2021 | USBNK | 563227 | Straka, Joyce | Pass APRESS Type: A | 220-0000-22040.000 | 54.79 |
| 03/15/2021 | USBNK | 563228 | Strand, Jeanne | Credit Balance Refun | 220-0000-22040.000 | 32.00 |
| 03/15/2021 | USBNK | 563229 | Strand, Nichole | Pass APREGF Type: A | 220-0000-22040.000 | 213.75 |
| 03/15/2021 | USBNK | 563230 | Strong, Lisa | REFUND | 220-0000-22040.000 | 18.00 |
| 03/15/2021 | USBNK | 563231 | Stulc, Lisa | Manta Ray | 220-0000-22040.000 | 66.00 |
| 03/15/2021 | USBNK | 563232 | Stute, Phyllis | REFUND | 220-0000-22040.000 | 40.00 |
| 03/15/2021 | USBNK | 563233 | Sun, Na | Pass APRESF Type: A | 220-0000-22040.000 | 111.67 |
| 03/15/2021 | USBNK | 563234 | Sutherland, Jeffrey | Aquatics - Level 4 | 220-0000-22040.000 | 10.771 |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|------------|-------|---------|--------------------------|---------------------------------|--------------------|--------|
| 03/15/2021 | USBNK | 563235 | SWANSON, LEANNE | Manta Ray | 220-0000-22040.000 | 9.75 |
| 03/15/2021 | USBNK | 563236 | Swenson, Nicole | REFUND | 220-0000-22040.000 | 11.87 |
| 03/15/2021 | USBNK | 563237 | Swenson, Yvonne | Pass APREGS Type: A | 220-0000-22040.000 | 65.83 |
| 03/15/2021 | USBNK | 563238 | Syal, Sanjay | REFUND | 220-0000-22040.000 | 95.00 |
| 03/15/2021 | USBNK | 563239 | Sydor, Robin | Pass APREGD Type: A | 220-0000-22040.000 | 85.00 |
| 03/15/2021 | USBNK | 563240 | T-MOBILE | PHONE SERVICE 1/27/21 - 2/26/21 | 601-4505-43190.000 | 61.21 |
| 03/15/2021 | USBNK | 563241 | Tanner, Elizabeth | Aquatics - Level 1 | 220-0000-22040.000 | 9.00 |
| 03/15/2021 | USBNK | 563242 | Taylor, Trina | REFUND | 220-0000-22040.000 | 30.85 |
| 03/15/2021 | USBNK | 563243 | Templin, William | Pass APREGF Type: A | 220-0000-22040.000 | 139.17 |
| 03/15/2021 | USBNK | 563244 | Thao, Chou | REFUND | 220-0000-22040.000 | 18.30 |
| 03/15/2021 | USBNK | 563245 | Theirl, Sheila | Credit Balance Refun | 220-0000-22040.000 | 1.00 |
| 03/15/2021 | USBNK | 563246 | Thomas, Leigh | REFUND | 220-0000-22040.000 | 12.00 |
| 03/15/2021 | USBNK | 563247 | Thompson, Betty | REFUND | 220-0000-22040.000 | 7.00 |
| 03/15/2021 | USBNK | 563248 | Thompson, Laurie | Pass APRESA Type: A | 220-0000-22040.000 | 64.17 |
| 03/15/2021 | USBNK | 563249 | Thompson, Rebecca | REFUND | 220-0000-22040.000 | 76.00 |
| 03/15/2021 | USBNK | 563250 | Thompson, Troy | Credit Balance Refun | 220-0000-22040.000 | 60.00 |
| 03/15/2021 | USBNK | 563251 | Todd, Robert | Credit Balance Refun | 220-0000-22040.000 | 20.00 |
| 03/15/2021 | USBNK | 563252 | Toler, Sheri | Flag Football League | 220-0000-22040.000 | 9.00 |
| 03/15/2021 | USBNK | 563253 | Tregillis, Jeffery | Credit Balance Refun | 220-0000-22040.000 | 40.00 |
| 03/15/2021 | USBNK | 563254 | Trombley, Kristi | REFUND | 220-0000-22040.000 | 55.00 |
| 03/15/2021 | USBNK | 563255 | Troxel, Eleanore | Pass APRESS Type: A | 220-0000-22040.000 | 55.00 |
| 03/15/2021 | USBNK | 563256 | Truth Acadmey, Sojourner | Deposit refund | 220-0000-22040.000 | 36.54 |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|------------|-------|---------|-------------------------|----------------------|--------------------|--------|
| 03/15/2021 | USBNK | 563257 | Tubbesing, Tammie | REFUND | 220-0000-22040.000 | 41.00 |
| 03/15/2021 | USBNK | 563258 | Tulay, Jeremiah | REFUND | 220-0000-22040.000 | 18.00 |
| 03/15/2021 | USBNK | 563259 | Turvold-Celotta, Dayius | Credit Balance Refun | 220-0000-22040.000 | 40.00 |
| 03/15/2021 | USBNK | 563260 | Ulvenes, Mary | Credit Balance Refun | 220-0000-22040.000 | 20.00 |
| 03/15/2021 | USBNK | 563261 | Umezu, Tracy | Fall Soccer League (| 220-0000-22040.000 | 9.00 |
| 03/15/2021 | USBNK | 563262 | Unstad, Tor | Pass APRESA Type: A | 220-0000-22040.000 | 64.17 |
| 03/15/2021 | USBNK | 563263 | Valento, Bernadette | Credit Balance Refun | 220-0000-22040.000 | 151.67 |
| 03/15/2021 | USBNK | 563264 | Van Houten, Erin | REFUND | 220-0000-22040.000 | 10.00 |
| 03/15/2021 | USBNK | 563265 | Vander Vegt, Kristy | Fall Soccer League (| 220-0000-22040.000 | 9.00 |
| 03/15/2021 | USBNK | 563266 | VanDongen, Gwendy | REFUND | 220-0000-22040.000 | 26.80 |
| 03/15/2021 | USBNK | 563267 | VanHeel, Elizabeth | Flag Football League | 220-0000-22040.000 | 79.00 |
| 03/15/2021 | USBNK | 563268 | Varhalla, Patricia | Pass APREGD Type: A | 220-0000-22040.000 | 120.00 |
| 03/15/2021 | USBNK | 563269 | Vasquez, Allen | Pass APRESF Type: A | 220-0000-22040.000 | 111.67 |
| 03/15/2021 | USBNK | 563270 | Veenis, Neil | Credit Balance Refun | 220-0000-22040.000 | 40.00 |
| 03/15/2021 | USBNK | 563271 | Vega, Alina | Deposit refund | 220-0000-22040.000 | 89.28 |
| 03/15/2021 | USBNK | 563272 | Vetter, Alisen | Credit Balance Refun | 220-0000-22040.000 | 40.00 |
| 03/15/2021 | USBNK | 563273 | Wagenknecht, Sam | Pass APREGY Type: A | 220-0000-22040.000 | 65.83 |
| 03/15/2021 | USBNK | 563274 | Wakana, Betelehem | Deposit refund | 220-0000-22040.000 | 27.24 |
| 03/15/2021 | USBNK | 563275 | Walsh, Steve | REFUND | 220-0000-22040.000 | 6.00 |
| 03/15/2021 | USBNK | 563276 | Walstead, Lynn | REFUND | 220-0000-22040.000 | 12.00 |
| 03/15/2021 | USBNK | 563277 | Wang, Xiaobo | Credit Balance Refun | 220-0000-22040.000 | 20.00 |
| 03/15/2021 | USBNK | 563278 | Ward, Dawn | REFUND | 220-0000-22040.000 | 31.0 |

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| 03/15/2021 | USBNK | 563279 | Warrus, Audrey | Pass APRSSRD Type: | 220-0000-22040.000 | 98.33 |
| 03/15/2021 | USBNK | 563280 | Wass, Keary | Pass APRESA Type: A | 220-0000-22040.000 | 64.17 |
| 03/15/2021 | USBNK | 563281 | Way, Julie | REFUND | 220-0000-22040.000 | 56.00 |
| 03/15/2021 | USBNK | 563282 | WBL Hockey Assn, | Deposit refund | 220-0000-22040.000 | 25.00 |
| 03/15/2021 | USBNK | 563283 | Wehri, Melinda | REFUND | 220-0000-22040.000 | 9.00 |
| 03/15/2021 | USBNK | 563284 | Weidell, Heidi | Fall Soccer League (| 220-0000-22040.000 | 9.00 |
| 03/15/2021 | USBNK | 563285 | Weier, Pam | REFUND | 220-0000-22040.000 | 10.00 |
| 03/15/2021 | USBNK | 563286 | Welberg, Jody | Aquatics - Level 3 | 220-0000-22040.000 | 9.75 |
| 03/15/2021 | USBNK | 563287 | Wenzel, Shanna | Aquatics - Level 5 | 220-0000-22040.000 | 21.50 |
| 03/15/2021 | USBNK | 563288 | Werner, Richard | Inventors Workshop | 220-0000-22040.000 | 7.00 |
| 03/15/2021 | USBNK | 563289 | Westby, Maren | Deposit refund | 220-0000-22040.000 | 182.20 |
| 03/15/2021 | USBNK | 563290 | Westerberg, Alyssa | REFUND | 220-0000-22040.000 | 57.00 |
| 03/15/2021 | USBNK | 563291 | Wetmore, Daniel | Aquatics - Privates | 220-0000-22040.000 | 21.00 |
| 03/15/2021 | USBNK | 563292 | Wheeler, Kolleen | REFUND | 220-0000-22040.000 | 5.00 |
| 03/15/2021 | USBNK | 563293 | Whelan, Kevin | Credit Balance Refun | 220-0000-22040.000 | 20.00 |
| 03/15/2021 | USBNK | 563294 | White, Cassandra | Deposit refund | 220-0000-22040.000 | 36.37 |
| 03/15/2021 | USBNK | 563295 | Wienke, Nomanda | REFUND | 220-0000-22040.000 | 24.00 |
| 03/15/2021 | USBNK | 563296 | Wiik, Susan | Deposit refund | 220-0000-22040.000 | 105.00 |
| 03/15/2021 | USBNK | 563297 | Wilcox, Julie | Aquatics - Level 2 | 220-0000-22040.000 | 22.00 |
| 03/15/2021 | USBNK | 563298 | Will, Rosemary | REFUND | 220-0000-22040.000 | 5.00 |
| 03/15/2021 | USBNK | 563299 | Willard, Jane | Pass APREGS Type: A | 220-0000-22040.000 | 5.83 |
| 03/15/2021 | USBNK | 563300 | Williams, Abrian | Manta Ray | 220-0000-22040.000 | 10.75 |

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| 03/15/2021 | USBNK | 563301 | Williams, Richelle | Star Fish 1 & 2 | 220-0000-22040.000 | 11.00 |
| 03/15/2021 | USBNK | 563302 | Wilson, Christy | Aquatics - Youth Beg | 220-0000-22040.000 | 80.00 |
| 03/15/2021 | USBNK | 563303 | Winchell, Kathy | REFUND | 220-0000-22040.000 | 4.00 |
| 03/15/2021 | USBNK | 563304 | Wippich, Barbara | Credit Balance Refun | 220-0000-22040.000 | 5.49 |
| 03/15/2021 | USBNK | 563305 | Wojcik, Jessica | Star Fish 1 & 2 | 220-0000-22040.000 | 11.00 |
| 03/15/2021 | USBNK | 563306 | Wood, Michelle | Credit Balance Refun | 220-0000-22040.000 | 20.00 |
| 03/15/2021 | USBNK | 563307 | Wood, Patricia | Fall Soccer League (| 220-0000-22040.000 | 8.00 |
| 03/15/2021 | USBNK | 563308 | Woodcock, Corey | REFUND | 220-0000-22040.000 | 12.00 |
| 03/15/2021 | USBNK | 563309 | Woods HOA, Gideon's | Credit Balance Refun | 220-0000-22040.000 | 74.99 |
| 03/15/2021 | USBNK | 563310 | Wright, Naomi | Pass APREGF Type: A | 220-0000-22040.000 | 69.59 |
| 03/15/2021 | USBNK | 563311 | Wright, Sandra | Pass APRESA Type: A | 220-0000-22040.000 | 64.17 |
| 03/15/2021 | USBNK | 563312 | XCEL ENERGY | UTILITIES SLICE OF SHOREVIEW | 270-4025-43610.000 | 14.78 |
| 03/15/2021 | USBNK | 563313 | YALE MECHANICAL INC | HVAC REPAIRS | 220-4380-43810.000 | 1,029.15 |
| 03/15/2021 | USBNK | 563314 | Yang, Ia-Ong | Pass APREGF Type: A | 220-0000-22040.000 | 139.17 |
| 03/15/2021 | USBNK | 563315 | Young, Greg | Pass APRESA Type: A | 220-0000-22040.000 | 64.17 |
| 03/15/2021 | USBNK | 563316 | Yuan, Jianling | Aquatics - Level 5 | 220-0000-22040.000 | 74.00 |
| 03/15/2021 | USBNK | 563317 | Zarambo, Maria | Aquatics - Level 4 | 220-0000-22040.000 | 10.75 |
| 03/15/2021 | USBNK | 563318 | Zender, Kelly | REFUND | 220-0000-22040.000 | 50.00 |
| 03/15/2021 | USBNK | 563319 | Zerfas, Carol | Credit Balance Refun | 220-0000-22040.000 | 40.00 |
| 03/15/2021 | USBNK | 563320 | Zhang, Meng | Credit Balance Refun | 220-0000-22040.000 | 60.00 |
| 03/15/2021 | USBNK | 563321 | Zhuang, Meixing | Credit Balance Refun | 220-0000-22040.000 | 115.00 |
| 03/17/2021 | USBNK | 563322 | ACE SOLID WASTE | MTCE CENTER REFUSE DISPOSAL | 701-4650-43640.001 | 595.00 |

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| 03/17/2021 | USBNK | 563323 | AE2S OPERATIONS, LLC | PROFESSIONAL SERVICES SCADA - SUZANNE/GRAMSIE STORMWATER | 603-4585-43190.000 | 1,130.20 |
| 03/17/2021 | USBNK | 563324 | AMAZON CAPITAL SERVICES | PRESCHOOL SUPPLIES | 225-4355-42170.028 | 28.94 |
| | | 563324 | | KEYBOARD AND MOUSE FOR OFFICE | 701-4650-42130.001 | 449.68 |
| | | | | | | <u>478.62</u> |
| 03/17/2021 | USBNK | 563325 | AMERICAN WATER WORKS ASSOCIATION | RENEWAL T.WESOLOWSKI 656050 | 101-4205-44330.050 | 221.00 |
| 03/17/2021 | USBNK | 563326 | APWA | ANNUAL MEMBER RENEWAL | 101-4205-44330.041 | 1,575.00 |
| 03/17/2021 | USBNK | 563327 | AUTOMOTIVE REFLECTIONS | 310 BACK QUARTER PANEL FIX | 701-4650-43190.151 | 1,117.20 |
| 03/17/2021 | USBNK | 563328 | CINTAS CORPORATION #470 | UNIFORM RENTALS, PAPER PRODUCTS AND CLEANING SUPPLIES | 101-4220-43970.001 | 55.77 |
| | | 563328 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 601-4505-43970.005 | 55.77 |
| | | 563328 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 602-4555-43970.009 | 55.77 |
| | | 563328 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 603-4585-43970.013 | 27.89 |
| | | 563328 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 701-4650-42183.002 | 48.10 |
| | | 563328 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 701-4650-43970.016 | 27.89 |
| | | | | | | <u>271.19</u> |
| 03/17/2021 | USBNK | 563329 | CINTAS CORPORATION #470 | UNIFORM RENTAL | 101-4371-43970.000 | 28.01 |
| 03/17/2021 | USBNK | 563330 | DAVIS LOCK & SAFE | LOCK REPAIR AT MCCULLOUGH PARK | 101-4371-43810.000 | 205.98 |
| 03/17/2021 | USBNK | 563331 | DISCOUNT SCHOOL SUPPLY | PRESCHOOL SUPPLIES | 225-4355-42170.032 | 53.93 |
| 03/17/2021 | USBNK | 563332 | EUREKA RECYCLING | REVENUE SHARE FOR CURBSIDE RECYCLING | 210-4275-43190.000 | 62.40 |
| 03/17/2021 | USBNK | 563333 | GRAINGER, INC. | REPAIR SUPPLIES | 220-4380-42240.000 | 24.15 |
| 03/17/2021 | USBNK | 563334 | HOMEDEPOT PRO | CLEANING SUPPLIES | 220-4380-42110.000 | 1,275.31 |
| | | 563334 | | CLEANING EQUIPMENT REPAIRS | 220-4380-43890.000 | 907.84 |
| | | | | | | <u>2,183.15</u> |
| 03/17/2021 | USBNK | 563335 | HOMEDEPOT PRO | CLEANING SUPPLIES | 220-4380-42110.000 | 150.7 76 |

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| 03/17/2021 | USBNK | 563336 | HOMEDPOT PRO | FLOOR SQUEEGEES FOR WARNING HOUSES | 101-4371-42240.000 | 49.14 |
| 03/17/2021 | USBNK | 563337 | KEYS WELL DRILLING COMPANY | WELL 6 PUMP PULL AND WELL SERVICE | 601-4505-43190.125 | 28,420.00 |
| 03/17/2021 | USBNK | 563338 | PRESS PUBLICATIONS | LEGAL NOTICE-PH FUNHOUSE | 101-4020-43360.001 | 59.66 |
| | | 563338 | | PRINT AD - FT CUSTODIAN | 101-4021-43360.003 | 281.00 |
| | | | | | | 340.66 |
| 03/17/2021 | USBNK | 563339 | SIGNATURE LIGHTING INC | STREET LIGHT REPAIRS | 604-4260-43810.002 | 2,102.42 |
| 03/17/2021 | USBNK | 563340 | THE COATING CREW | 2ND HALF PAYMENT FOR RCF RESTROOM | 405-4371-43810.000 | 5,968.25 |
| 03/17/2021 | USBNK | 563341 | TRUST IN US, LLC | 2021 - 1ST TRIMESTER TESTING | 101-4021-43190.005 | 425.00 |
| 03/17/2021 | USBNK | 563342 | XCEL ENERGY | N OAKS SIGNAL SERVICE FEB 2021 | 101-4220-43610.000 | 530.63 |
| | | 563342 | | STORMWATER REUSE SERVICE FEB 2021 | 603-4585-43610.000 | 17.53 |
| | | 563342 | | SLID FEES JAN 2021 | 603-4590-43610.000 | 55.36 |
| | | | | | | 603.52 |
| 03/17/2021 | USBNK | 563343 | YANG, DAVID | MONTHLY ZOOM SUBSCRIPTIONS FOR | 101-4205-44330.000 | 141.86 |
| 03/18/2021 | USBNK | 563344 | ANCHOR SOLAR INVESTMENTS | SOLAR ENERGY STATEMENT FOR MAINTENANCE CENTER | 701-4650-43610.000 | 1,153.43 |
| 03/18/2021 | USBNK | 563345 | BEISSWENGERS HARDWARE | SILICONE TO REPAIR DOOR SEAL ON SCHWARZE SWEEPER | 701-4650-42220.003 | 36.73 |
| 03/18/2021 | USBNK | 563346 | DOUVIER, GAVYN | DIR DEP ACH RETURN 03-12-21 | 101-0000-10100.000 | 130.91 |
| 03/22/2021 | USBNK | 563347 | AE2S OPERATIONS, LLC | PROFESSIONAL SERVICES A KUBISTA NOV. TO JAN | 601-4505-43190.125 | 232.75 |
| 03/22/2021 | USBNK | 563348 | APPLIED MAINTENANCE SUPPLIES | SHOP SUPPLIES | 701-4650-42220.003 | 514.58 |
| 03/22/2021 | USBNK | 563349 | BEISSWENGERS HARDWARE | MISC. ITEMS TO INSTALL CABINETS AT THE RCF CONCESSION STAND | 101-4371-42240.000 | 28.04 |
| | | 563349 | | WHEEL BARROW | 101-4371-42400.000 | 149.99 |
| | | 563349 | | SHOP SUPPLIES | 701-4650-42220.003 | 33.03 |

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| | | | | | | 211.06 |
| 03/22/2021 | USBNK | 563350 | BERGSTROM, DREW & SUZANNE | INTEREST REPAYMENT SHOREVIEW HOME ENERGY IMPROVEMENT LOAN | 307-4410-44890.000 | 4,321.72 |
| 03/22/2021 | USBNK | 563351 | CASTLE, KATHLEEN | TUITION REIMBURSEMENT | 101-4410-44500.000 | 1,410.00 |
| 03/22/2021 | USBNK | 563352 | CINTAS CORPORATION #470 | UNIFORM RENTALS, PAPER PRODUCTS AND CLEANING SUPPLIES | 101-4220-43970.001 | 51.48 |
| | | 563352 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 601-4505-43970.005 | 51.48 |
| | | 563352 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 602-4555-43970.009 | 51.48 |
| | | 563352 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 603-4585-43970.013 | 25.73 |
| | | 563352 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 701-4650-42183.002 | 122.73 |
| | | 563352 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 701-4650-43970.016 | 25.73 |
| | | | | | | <u>328.63</u> |
| 03/22/2021 | USBNK | 563353 | COMPASS MINERALS AMERICA INC | 2020/21 ROAD SALT ORDER | 101-4220-42181.001 | 1,549.87 |
| 03/22/2021 | USBNK | 563354 | CORPORATE CONNECTION | WORK SHIRTS | 101-4410-42010.000 | 458.37 |
| 03/22/2021 | USBNK | 563355 | CRYSTEEL TRUCK EQUIPMENT | SPINNER MOTOR FOR SALT DOGG | 701-4650-42220.002 | 622.93 |
| 03/22/2021 | USBNK | 563356 | DAVE PERKINS CONTRACTING | WATER DIG ON 925 EDGEWATER | 601-4505-43190.126 | 3,384.00 |
| 03/22/2021 | USBNK | 563357 | DUSTY'S DRAIN CLEANING | WTP CHLORINE FEED COPPER PIPING WORK | 601-4505-43190.125 | 915.00 |
| 03/22/2021 | USBNK | 563358 | EISENBEISZ, RENEE | REIMBURSEMENT FOR DONUTS AND JUICE | 101-4020-42010.006 | 107.92 |
| 03/22/2021 | USBNK | 563359 | EULL'S MANUFACTURING CO INC | MANHOLE RINGS FOR STORM SEWER ADJUSTMENTS | 603-4585-42180.042 | 272.40 |
| 03/22/2021 | USBNK | 563360 | FACTORY MOTOR PARTS COMPANY | SCISSORS LIFT LIFT BATTERY REPLACEMENT | 701-4650-42220.002 | 519.64 |
| 03/22/2021 | USBNK | 563361 | FISHLOVE, THOMAS | UB refund for account: 333542-1 | 602-0000-20200.000 | 35.72 |
| | | 563361 | | UB refund for account: 333542-1 | 603-0000-20200.000 | 14.60 |
| | | 563361 | | UB refund for account: 333542-1 | 604-0000-20200.000 | 6.60 |
| | | 563361 | | UB refund for account: 333542-1 | 801-0000-20200.000 | 1.0 |

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| | | | | | | 57.99 |
| 03/22/2021 | USBNK | 563362 | FLAIR CONTRACTING INC | NETWORK CAPABLE DMX LED CONTROLLER FOR POND FOUNTAIN LIGHTS | 230-4090-45800.000 | 300.00 |
| 03/22/2021 | USBNK | 563363 | HOMEDEPOT PRO | BUFFING PADS FOR WARMING HOUSES | 101-4371-42240.000 | 25.25 |
| 03/22/2021 | USBNK | 563364 | HORIZON COMMERCIAL POOL SUPPLY | POOL MOSS | 220-4380-42160.003 | 4,180.31 |
| 03/22/2021 | USBNK | 563365 | INDIANHEAD GLASS, INC | REPAIR OF BROKEN MTCE CENTER WINDOWS LESS TAX | 701-4650-43196.001 | 452.58 |
| 03/22/2021 | USBNK | 563366 | JEFF ELLIS & ASSOCIATES, INC | SHALLOW POOL LICENSE | 220-4380-43190.108 | 420.00 |
| 03/22/2021 | USBNK | 563367 | LAKE SUPERIOR COLLEGE | MNDOT BRIDGE REFRESHER T.WESOLOWSKI | 101-4205-44500.000 | 100.00 |
| 03/22/2021 | USBNK | 563368 | LARSON COMPANIES | OIL FILTERS | 701-4650-42220.002 | 27.94 |
| 03/22/2021 | USBNK | 563369 | M-B COMPANIES, INC | JD TRACTOR WAFER REFILL | 701-4650-42220.002 | 401.09 |
| 03/22/2021 | USBNK | 563370 | MAC QUEEN EQUIPMENT INC. | S1 CHAIN KIT | 701-4650-42220.002 | 517.61 |
| 03/22/2021 | USBNK | 563371 | MANSFIELD OIL COMPANY | UNLEADED FUEL | 701-4650-42120.001 | 4,143.06 |
| 03/22/2021 | USBNK | 563372 | MATHESON TRI-GAS INC | CO2 | 220-4380-42160.002 | 193.84 |
| 03/22/2021 | USBNK | 563373 | MAYER ARTS, INC | WINTER SESSION OF MAYER ARTS CLASSES | 225-4358-43170.000 | 187.00 |
| 03/22/2021 | USBNK | 563374 | MCCAREN DESIGNS INC | MONTHLY HORTICULTURE SERVICES | 220-4380-43190.108 | 806.00 |
| 03/22/2021 | USBNK | 563375 | MENARDS - BLAINE | PAINT, ROLLERS, BRUSHES, SCRAPPER, | 101-4371-42240.000 | 133.44 |
| 03/22/2021 | USBNK | 563376 | MENARDS - FRIDLEY | REPAIR SUPPLIES | 220-4380-42240.000 | 57.71 |
| | | 563376 | | WELL 6 ELECTRICAL | 601-4505-42280.005 | 35.81 |
| | | | | | | 93.52 |
| 03/22/2021 | USBNK | 563377 | MINNESOTA DEPARTMENT OF CORRECTIONS | DEPARTMENT OF CORRECTIONS WORK CREW | 101-4345-43190.062 | 3,768.00 |

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| | | 563377 | | DEPARTMENT OF CORRECTIONS WORK CREW | 101-4371-43190.000 | 7,536.00 |
| | | 563377 | | DEPARTMENT OF CORRECTIONS WORK CREW | 101-4390-43190.111 | 3,768.00 |
| | | 563377 | | DEPARTMENT OF CORRECTIONS WORK CREW | 601-4505-43190.127 | 9,420.00 |
| | | 563377 | | DEPARTMENT OF CORRECTIONS WORK CREW | 603-4585-43190.144 | 9,420.00 |
| | | 563377 | | DEPARTMENT OF CORRECTIONS WORK CREW | 701-4650-43196.004 | 3,768.00 |
| | | | | | | 37,680.00 |
| 03/22/2021 | USBK | 563378 | MINNESOTA EQUIPMENT | JD4066 FENDER | 701-4650-42220.002 | 48.29 |
| 03/22/2021 | USBK | 563379 | NAPA AUTO PARTS | SUPPLIES | 701-4650-42220.003 | 18.49 |
| 03/22/2021 | USBK | 563380 | NEJAD, H REZA | SMARTPHONE CLASS | 225-4359-43174.003 | 336.00 |
| 03/22/2021 | USBK | 563381 | NORTHERN ELECTRIC | PARKING LOT RETRO AT THE LARSON | 101-4371-43810.000 | 605.00 |
| | | 563381 | | RCF CONCESSION STAND OUTLET | 405-4371-43810.000 | 960.00 |
| | | | | | | 1,565.00 |
| 03/22/2021 | USBK | 563382 | O'NEILL, PHILIP | UB refund for account: 342824-1 | 602-0000-20200.000 | 26.22 |
| | | 563382 | | UB refund for account: 342824-1 | 603-0000-20200.000 | 8.75 |
| | | 563382 | | UB refund for account: 342824-1 | 604-0000-20200.000 | 3.95 |
| | | 563382 | | UB refund for account: 342824-1 | 801-0000-20200.000 | 0.64 |
| | | | | | | 39.56 |
| 03/22/2021 | USBK | 563383 | OFFICE DEPOT | OFFICE SUPPLIES | 101-4020-42010.002 | 17.48 |
| | | 563383 | | OFFICE SUPPLIES/BLUE FOLDERS | 225-4358-42170.000 | 11.78 |
| | | | | | | 29.26 |
| 03/22/2021 | USBK | 563384 | ORKIN EXTERMINATING CO INC. | PEST CONTROL FOR THE LARSON HOUSE | 101-4371-43190.000 | 86.75 |
| 03/22/2021 | USBK | 563385 | PRECISION LANDSCAPE & TREE, INC. | PRIVATE REMOVAL 271 OWASSO BLVD N WO#20-11 | 101-4390-43190.113 | 2,512.58 |
| 03/22/2021 | USBK | 563386 | PRELUDE HOMES | UB refund for account: 288316-2 | 601-0000-20200.000 | 519.85 |
| 03/22/2021 | USBK | 563387 | PRUST, LYNN | UB refund for account: 309344-1 | 602-0000-20200.000 | 45.86 |
| | | 563387 | | UB refund for account: 309344-1 | 603-0000-20200.000 | 22.77 |
| | | 563387 | | UB refund for account: 309344-1 | 604-0000-20200.000 | 10.29 |
| | | 563387 | | UB refund for account: 309344-1 | 801-0000-20200.000 | 1.66 |

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| | | | | | | 80.58 |
| 03/22/2021 | USBNK | 563388 | RAMSEY COUNTY PARKS & REC. | 2021 FEBRUARY ICE SKATING RENTAL | 225-4358-43171.000 | 1,290.00 |
| 03/22/2021 | USBNK | 563389 | READY WATT ELECTRIC INC | TROUBLE SHOOT AND REPAR SIREN #4 | 101-4205-43190.055 | 464.13 |
| 03/22/2021 | USBNK | 563390 | SCHELEN-GRAY AUTO ELECTRIC | PICK-UP 1 TON | 701-4650-42220.001 | 159.99 |
| 03/22/2021 | USBNK | 563391 | Schendel, Jacie | Pass APRSSRD Type: | 220-0000-22040.000 | 204.13 |
| 03/22/2021 | USBNK | 563392 | SENDLE, KAILEE | 2021 WINTER VOLLEYBALL | 225-4351-43190.073 | 336.00 |
| 03/22/2021 | USBNK | 563393 | Senior, MV | Deposit refund | 220-0000-22040.000 | 200.00 |
| 03/22/2021 | USBNK | 563394 | SHERWIN WILLIAMS INC | WELL PUMP PAINT | 601-4505-42280.005 | 238.73 |
| 03/22/2021 | USBNK | 563395 | SHORT ELLIOTT HENDRICKSON, INC. | TELECOM CLOUD SERVICE 2021 | 101-4205-43190.000 | 300.00 |
| | | 563395 | | PROFESSIONAL SERVICES - CONSTRUCTION | 463-4700-45910.000 | 14,743.50 |
| | | 563395 | | BD Bond Refund | 601-0000-22015.000 | 745.89 |
| | | 563395 | | PROFESSIONAL SERVICES - MS4 2021 | 603-4585-43190.000 | 1,333.99 |
| | | | | | | <u>17,123.38</u> |
| 03/22/2021 | USBNK | 563396 | SIGNATURE LIGHTING INC | KNOCK DOWN REPAIR | 604-4260-43810.001 | 571.11 |
| 03/22/2021 | USBNK | 563397 | Thomas, Ann | Pass APRESD Type: A | 220-0000-22040.000 | 121.25 |
| 03/22/2021 | USBNK | 563398 | Widerski, Kacie | Star Fish 1 & 2 | 220-0000-22040.000 | 89.00 |
| 03/22/2021 | USBNK | 563399 | Wolkerstorfer, Bart | Pass APRESD Type: A | 220-0000-22040.000 | 204.13 |
| 03/22/2021 | USBNK | 563400 | XCEL ENERGY | XCEL GAS AND ELECTRIC BILL | 220-4380-42140.000 | 12,681.01 |
| | | 563400 | | XCEL GAS AND ELECTRIC BILL | 220-4380-43610.000 | 17,885.48 |
| | | 563400 | | WESTIN WOODS BOOSTER ELECTRIC BILL | 601-4505-43610.006 | 351.76 |
| | | 563400 | | STORM WATER LIFT STAION ELECTRIC | 603-4585-43610.000 | 439.94 |
| | | 563400 | | ST LIGHTS SERVICE JAN-FEB 2021 | 604-4260-43610.000 | 11,292.92 |
| | | | | | | <u>42,651.11</u> |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
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| 03/22/2021 | USBNK | 563401 | XTREME INC. | JACKET | 602-4555-43970.010 | 172.00 |
| 03/22/2021 | USBNK | 563402 | YALE MECHANICAL INC | HVAC REPAIRS | 220-4380-43810.000 | 265.45 |
| 03/26/2021 | USBNK | 563403 | ABBOTT PAINT & CARPET | PAINT FOR WARMING HOUSES | 101-4371-42240.000 | 106.41 |
| 03/26/2021 | USBNK | 563404 | AMAZON CAPITAL SERVICES | MAINT DISINFECTANT WIPES | 220-4380-42110.000 | 239.97 |
| | | 563404 | | SUPPLIES/MARKERS (AQUATICS) | 220-4380-42200.002 | 28.60 |
| | | 563404 | | MAINT CABLE | 220-4380-42400.000 | 181.28 |
| | | 563404 | | PRESCHOOL SUPPLIES | 225-4355-42170.028 | 42.95 |
| | | | | | | <u>492.80</u> |
| 03/26/2021 | USBNK | 563405 | BEISSWENGERS HARDWARE | STIHL HEDGE TRIMMER, HAND HEDGE TRIMMERS, BOLTS AND NUTS | 101-4371-42240.000 | 12.32 |
| | | 563405 | | STIHL HEDGE TRIMMER, HAND HEDGE | 101-4371-42400.000 | 429.47 |
| | | | | | | <u>441.79</u> |
| 03/26/2021 | USBNK | 563406 | BRAKE & EQUIPMENT WAREHOUSE | STABILIZER LINK FOR UNIT 305 | 701-4650-42220.001 | 27.14 |
| 03/26/2021 | USBNK | 563407 | CENTURYLINK | MARCH 31 DUE DATE: MONTHLY INTERNET | 230-4090-43190.037 | 99.99 |
| 03/26/2021 | USBNK | 563408 | CENTURYLINK | APRIL 11 DUE DATE: MONTHLY INTERNET | 230-4090-43190.037 | 227.18 |
| 03/26/2021 | USBNK | 563409 | CINTAS CORPORATION #470 | UNIFORM RENTALS, PAPER PRODUCTS AND CLEANING SUPPLIES | 101-4220-43970.001 | 45.38 |
| | | 563409 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 601-4505-43970.005 | 45.38 |
| | | 563409 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 602-4555-43970.009 | 45.38 |
| | | 563409 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 603-4585-43970.013 | 22.68 |
| | | 563409 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 701-4650-42183.002 | 56.63 |
| | | 563409 | | UNIFORM RENTALS, PAPER PRODUCTS AND | 701-4650-43970.016 | 22.68 |
| | | | | | | <u>238.13</u> |
| 03/26/2021 | USBNK | 563410 | CINTAS CORPORATION #470 | UNIFORM RENTAL FOR PARKS | 101-4371-43970.000 | 196.07 |
| | | 563410 | | UNIFORM SERVICE | 220-4380-43970.000 | 143.00 |
| | | | | | | <u>339.07</u> |

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| 03/26/2021 | USBNK | 563411 | COMMERCIAL FURNITURE SERVICES INC | OFFICE CHAIR | 101-4340-42180.000 | 502.14 |
| 03/26/2021 | USBNK | 563412 | COMPASS MINERALS AMERICA INC | 2020/21 ROAD SALT ORDER | 101-4220-42181.001 | 9,213.19 |
| 03/26/2021 | USBNK | 563413 | CONTINENTAL RESEARCH CORPORATION | WEED CONTROL, TRASH CAN ODOR ELIMINATOR | 101-4371-42110.000 | 348.00 |
| | | 563413 | | WEED CONTROL, TRASH CAN ODOR | 101-4371-42260.000 | 438.00 |
| | | | | | | 786.00 |
| 03/26/2021 | USBNK | 563414 | EVERBRIDGE INC | MASS NOTIFICATION TEXTING SYSTEM | 101-4040-44330.000 | 2,160.00 |
| | | 563414 | | MASS NOTIFICATION TEXTING SYSTEM | 101-4205-43190.000 | 2,160.00 |
| | | 563414 | | MASS NOTIFICATION TEXTING SYSTEM | 101-4340-44330.000 | 1,080.00 |
| | | 563414 | | MASS NOTIFICATION TEXTING SYSTEM | 225-4340-44330.000 | 1,080.00 |
| | | | | | | 6,480.00 |
| 03/26/2021 | USBNK | 563415 | GRAINGER, INC. | REPAIR SUPPLIES | 220-4380-42240.000 | 33.04 |
| 03/26/2021 | USBNK | 563416 | GREENHAVEN PRINTING | SKATING RINK CLOSED SIGNS | 220-4380-42201.000 | 202.60 |
| 03/26/2021 | USBNK | 563417 | HAWKINS, INC. | REAGENTS | 220-4380-42160.001 | 646.58 |
| 03/26/2021 | USBNK | 563418 | HIGH POINT NETWORKS, LLC | ANTI-VIRUS/MALWARE ENDPOINT SOFTWARE - (3) YEAR PREPAID | 101-4055-43860.006 | 6,300.00 |
| 03/26/2021 | USBNK | 563419 | HOMEDEPOT PRO | CLEANING SUPPLIES | 220-4380-42110.000 | 355.72 |
| | | 563419 | | REPAIR SUPPLIES | 220-4380-42240.000 | 33.00 |
| | | | | | | 388.72 |
| 03/26/2021 | USBNK | 563420 | IT STRAPS ON, INC | SIGN BRACKETS FOR LOAD LIMIT SIGNS | 101-4220-42180.022 | 644.56 |
| 03/26/2021 | USBNK | 563421 | LEAGUE OF MN CITIES INS TRUST | EDA/HRA PROP/LIAB ANNUAL INSTALLMENT | 240-4440-43410.000 | 1,894.00 |
| 03/26/2021 | USBNK | 563422 | LHB INC. | RICE STREET CROSSING SITE ANALYSIS | 240-4440-43190.000 | 506.00 |
| | | 563422 | | COMMONS MASTER PLAN PHASE II | 401-4371-43190.000 | 26,607.00 |
| | | | | | | 27,113.00 |
| 03/26/2021 | USBNK | 563423 | MAC QUEEN EQUIPMENT INC. | S1 PARTS | 701-4650-42220.002 | 2,552.77 |

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| 03/26/2021 | USBNK | 563424 | MANSFIELD OIL COMPANY | DIESEL FUEL | 701-4650-42120.002 | 4,176.75 |
| 03/26/2021 | USBNK | 563425 | MCKESSON MEDICAL-SURGICAL | ICE PACKS, BANDAGES, THERMOMETER COVER, GAUZE, MASKS | 220-4380-42200.001 | 8.57 |
| | | 563425 | | ICE PACKS, BANDAGES, THERMOMETER | 225-4355-42170.028 | 135.87 |
| | | | | | | 144.44 |
| 03/26/2021 | USBNK | 563426 | MENARDS - BLAINE | WATER LINE PIPE INSULATION FOR RCF | 101-4371-42240.000 | 7.80 |
| | | 563426 | | REPAIR SUPPLIES | 220-4380-42240.000 | 14.97 |
| | | | | | | 22.77 |
| 03/26/2021 | USBNK | 563427 | MENARDS - FRIDLEY | REPAIR SUPPLIES | 220-4380-42240.000 | 17.44 |
| 03/26/2021 | USBNK | 563428 | NEWMAN SIGNS | SIGN BLANKS | 101-4220-42180.022 | 2,759.90 |
| 03/26/2021 | USBNK | 563429 | QUADIENT LEASING USA, INC | LEASE PAYMENT 1/22/21 - 4/21/21 | 101-4020-43220.000 | 542.64 |
| 03/26/2021 | USBNK | 563430 | SIMMER, KATHLEEN C | HISTORY SEMINAR - MARK TWAIN | 225-4359-43174.003 | 243.00 |
| 03/26/2021 | USBNK | 563431 | TAFT STETTINIUS & HOLLISTER | COVID-19 EMERGENCY ASSISTANCE | 240-4440-43190.119 | 1,000.00 |
| | | 563431 | | DEVELOPMENT AGREEMENT MODIFICATIONS | 411-4410-44890.000 | 5,500.00 |
| | | | | | | 6,500.00 |
| 03/26/2021 | USBNK | 563432 | U.S. BANK | 2007A PAYING AGENT FEES | 601-4830-46200.000 | 669.78 |
| | | 563432 | | 2007A PAYING AGENT FEES | 602-4830-46200.000 | 87.73 |
| | | 563432 | | 2007A PAYING AGENT FEES | 603-4830-46200.000 | 192.49 |
| | | | | | | 950.00 |
| 03/26/2021 | USBNK | 563433 | WSB & ASSOCIATES, INC. | PREPARE PLANS AND CONSTRUCTION DOCUMENTS CP20-03 | 476-4700-45900.000 | 6,708.00 |
| 03/26/2021 | USBNK | 563434 | XCEL ENERGY | EMERGENCY SIREN SERVICE FEB 2021 | 101-4205-43190.055 | 69.82 |
| | | 563434 | | AH SIGNAL SERVICE FEB 2021 | 101-4220-43610.000 | 44.72 |
| | | 563434 | | GAS AND ELECTRIC FOR THE LARSON | 101-4371-42140.000 | 113.40 |
| | | 563434 | | GAS AND ELECTRIC FOR THE LARSON | 101-4371-43610.000 | 95.37 |
| | | | | | | 323.31 |

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| 03/26/2021 | USBNK | 563435 | YALE MECHANICAL INC | HVAC REPAIRS | 220-4380-43810.000 | 916.16 |
| 03/26/2021 | USBNK | 563436 | ZACKS INC. | SHOP SUPPLIES | 701-4650-42220.003 | 1,003.54 |
| 03/30/2021 | USBNK | 563437 | ABBOTT PAINT & CARPET | PAINT FOR WARMING HOUSES | 101-4371-42240.000 | 106.41 |
| 03/30/2021 | USBNK | 563438 | BEISSWENGERS HARDWARE | LATH, TOOL BOXES | 101-4371-42240.000 | 208.28 |
| | | 563438 | | LATH, TOOL BOXES | 101-4371-42400.000 | 79.18 |
| | | | | | | <u>287.46</u> |
| 03/30/2021 | USBNK | 563439 | MENARDS - BLAINE | DOOR JAM KIT, CONCRETE CRACK FILL, | 101-4371-42240.000 | 102.89 |
| 03/30/2021 | USBNK | 563440 | MINNESOTA DEPARTMENT OF HEALTH | CERTIFIED FOOD PROTECTION MNGR APPLICATION | 220-4380-44500.000 | 35.00 |
| 03/30/2021 | USBNK | 563441 | NCPERS GROUP LIFE INS | PERA LIFE INSURANCE APR 2021 | 101-0000-20413.000 | 128.00 |
| 03/30/2021 | USBNK | 563442 | NEOGOV | HR NEOGOV SOFTWARE SUBSCRIPTION | 101-4055-43860.007 | 3,240.33 |
| 03/30/2021 | USBNK | 563443 | NORTHERN ELECTRIC | RELOCATE OULETS AT RCF | 101-4371-43810.000 | 275.00 |
| 03/30/2021 | USBNK | 563444 | PRAXAIR DISTRIBUTION INC | HELIUM CYLINDER | 220-4380-42180.000 | 34.24 |
| 03/30/2021 | USBNK | 563445 | PRECISE MRM, LLC | POOLED DATA PLAN FOR PUBLIC WORKS | 101-4220-44330.048 | 26.27 |
| 03/30/2021 | USBNK | 563446 | RAMSEY COUNTY | SHOREVIEW COMMUNITY CENTER POOLS- | 220-4380-43190.108 | 340.00 |
| 03/30/2021 | USBNK | 563447 | RAMSEY COUNTY | SHOREVIEW COMMUNITY CENTER- INDOOR | 220-4380-43190.108 | 674.00 |
| 03/30/2021 | USBNK | 563448 | RAMSEY COUNTY | SHOREVIEW COMMUNITY CENTER INDOOR | 220-4380-43190.108 | 340.00 |
| 03/30/2021 | USBNK | 563449 | RICOH USA, INC. | MONTHLY MAINTENANCE/IMAGES FOR (1) | 101-4055-43860.004 | 20.29 |
| 03/30/2021 | USBNK | 563450 | SESAC | SUBSCRIPTION | 220-4380-44330.000 | 483.00 |
| 03/30/2021 | USBNK | 563451 | TASC | VEBA ADMIN FEES FEB 2021 | 101-0000-20416.000 | 352.00 |
| 03/30/2021 | USBNK | 563452 | TDS METROCOM | MONTHLY TELEPHONE SERVICES (TDS) FOR | 601-4505-43210.000 | 47.24 |

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| 03/30/2021 | USBNK | 563453 | WORLD WATERPARK ASSOCIATION | WORLD WATERPARK ASSOCIATION RENEWAL | 220-4380-44500.000 | 439.00 |
| 03/30/2021 | USBNK | 563454 | XCEL ENERGY | GAS AND ELECTRIC FOR PARKS | 101-4371-42140.000 | 1,050.52 |
| | | 563454 | | GAS AND ELECTRIC FOR PARKS | 101-4371-43610.000 | 1,213.08 |
| | | 563454 | | ELECTRIC FOR WELLS AND BOOSTER | 601-4505-42140.001 | 952.11 |
| | | 563454 | | ELECTRIC FOR WELLS AND BOOSTER | 601-4505-43610.006 | 14,340.34 |
| | | | | | | 17,556.05 |
| TOTAL - ALL FUNDS | | | | TOTAL OF 258 CHECKS | | 305,299.96 |

--- GL TOTALS ---

| | | |
|--------------------|--------------------------------|-----------|
| 101-0000-10100.000 | CASH | 130.91 |
| 101-0000-20413.000 | PERA LIFE INS | 128.00 |
| 101-0000-20416.000 | VEBA/FLEX ADMIN FEE | 352.00 |
| 101-0000-20802.000 | DUE TO ST-SURCHARGE | 659.51 |
| 101-0000-34060.000 | RETAINED FEES, SAC | (25.00) |
| 101-4020-42010.002 | GENERAL SUPPLIES | 17.48 |
| 101-4020-42010.006 | MISC. | 107.92 |
| 101-4020-43220.000 | POSTAGE | 542.64 |
| 101-4020-43360.001 | LEGAL NOTICES | 59.66 |
| 101-4021-43190.005 | CDL DRUG TESTING | 425.00 |
| 101-4021-43360.003 | REGULAR RECRUITING | 281.00 |
| 101-4040-44330.000 | DUES & SUBSCRIPTIONS | 2,160.00 |
| 101-4055-43860.004 | EQUIPMENT REPAIR/MAINTENANCE | 20.29 |
| 101-4055-43860.006 | FIREWALL/MISC SECURITY/KNOWBE4 | 6,300.00 |
| 101-4055-43860.007 | HR/NEOGOV | 3,240.33 |
| 101-4205-42010.025 | EMERGENCY SERV/EPUIP | 4.17 |
| 101-4205-43190.000 | CONTRACTUAL FEES | 2,460.00 |
| 101-4205-43190.055 | EMERGENCY SERV/REPAI | 533.95 |
| 101-4205-44330.000 | DUES & SUBSCRIPTIONS | 141.86 |
| 101-4205-44330.041 | APWA | 1,575.00 |
| 101-4205-44330.050 | AWWA MEMBERSHIP | 221.00 |
| 101-4205-44500.000 | TRAINING & PROF DEV | 100.00 |
| 101-4220-42180.022 | SIGN SUPPLIES | 3,404.46 |
| 101-4220-42181.001 | SALT | 10,763.06 |
| 101-4220-43610.000 | ELECTRIC UTILITIES | 575.35 |
| 101-4220-43970.001 | CREWS | 152.63 |
| 101-4220-44330.048 | GENERAL | 26.27 |
| 101-4340-42180.000 | SUPPLIES-GENERAL | 502.14 |
| 101-4340-44330.000 | DUES & SUBSCRIPTIONS | 1,080.00 |
| 101-4345-43190.062 | DOC CREWS | 3,768.00 |
| 101-4371-42110.000 | SUPPLIES-CLEANING | 348.00 |

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| 101-4371-42140.000 | | | | SUPPLIES-HEATING | | 1,163.92 |
| 101-4371-42240.000 | | | | SUPPLIES-REPAIRS | | 901.25 |
| 101-4371-42260.000 | | | | SUPL-GROUND MATERIAL | | 438.00 |
| 101-4371-42400.000 | | | | SMALL TOOLS/EQUIP | | 658.64 |
| 101-4371-43190.000 | | | | CONTRACTUAL FEES | | 7,622.75 |
| 101-4371-43610.000 | | | | ELECTRIC UTILITIES | | 1,308.45 |
| 101-4371-43810.000 | | | | MAINT-BLDG & STRUCT | | 1,085.98 |
| 101-4371-43970.000 | | | | RENTALS-UNIFORMS | | 224.08 |
| 101-4390-43190.111 | | | | DOC CREW | | 3,768.00 |
| 101-4390-43190.113 | | | | PRIVATE REMOVALS | | 4,069.52 |
| 101-4410-42010.000 | | | | SUPPLIES-OFFICE | | 458.37 |
| 101-4410-44500.000 | | | | TRAINING & PROF DEV | | 1,410.00 |
| 210-4275-43190.000 | | | | CONTRACTUAL FEES | | 62.40 |
| 220-0000-22040.000 | | | | CREDIT BAL CONTROL | | 6,439.85 |
| 220-4380-42110.000 | | | | SUPPLIES-CLEANING | | 2,946.22 |
| 220-4380-42140.000 | | | | SUPPLIES-HEATING | | 12,681.01 |
| 220-4380-42160.001 | | | | CHEMICALS | | 646.58 |
| 220-4380-42160.002 | | | | CO2 | | 193.84 |
| 220-4380-42160.003 | | | | MOSS | | 4,180.31 |
| 220-4380-42180.000 | | | | SUPPLIES-GENERAL | | 34.24 |
| 220-4380-42200.001 | | | | FIRST AID | | 8.57 |
| 220-4380-42200.002 | | | | GENERAL | | 28.60 |
| 220-4380-42201.000 | | | | MARKETING SUPPLIES | | 202.60 |
| 220-4380-42240.000 | | | | SUPPLIES-REPAIRS | | 180.31 |
| 220-4380-42400.000 | | | | SMALL TOOLS/EQUIP | | 181.28 |
| 220-4380-43190.000 | | | | CONTRACTUAL FEES | | 875.00 |
| 220-4380-43190.096 | | | | CABLE | | 259.86 |
| 220-4380-43190.108 | | | | POOL | | 2,580.00 |
| 220-4380-43610.000 | | | | ELECTRIC UTILITIES | | 17,885.48 |
| 220-4380-43810.000 | | | | MAINT-BLDG & STRUCT | | 2,210.76 |
| 220-4380-43890.000 | | | | MAINT-OTHER EQUIP | | 907.84 |
| 220-4380-43970.000 | | | | RENTALS-UNIFORMS | | 143.00 |
| 220-4380-44330.000 | | | | DUES & SUBSCRIPTIONS | | 483.00 |
| 220-4380-44500.000 | | | | TRAINING & PROF DEV | | 474.00 |
| 225-4340-44330.000 | | | | DUES & SUBSCRIPTIONS | | 1,080.00 |
| 225-4351-43190.073 | | | | YOUTH VOLLEYBALL | | 336.00 |
| 225-4355-42170.028 | | | | GENERAL | | 207.76 |
| 225-4355-42170.032 | | | | SNACK | | 53.93 |
| 225-4358-42170.000 | | | | SUPPLIES-RECREATION | | 11.78 |
| 225-4358-43170.000 | | | | CONTR-ENRICH CAMPS | | 187.00 |
| 225-4358-43171.000 | | | | CONTR-ICE SKATING | | 1,290.00 |
| 225-4359-43174.003 | | | | CLASSES | | 579.00 |
| 230-4090-43190.037 | | | | INTERNET | | 327.17 |
| 230-4090-45800.000 | | | | OTHER EQUIPMENT | | 300.00 |
| 240-4440-43190.000 | | | | CONTRACTUAL FEES | | 506.00 |

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| 240-4440-43190.119 | | | EDA LEGAL | | | 1,000.00 |
| 240-4440-43410.000 | | | GENL LIABILITY INS | | | 1,894.00 |
| 270-4025-43610.000 | | | ELECTRIC UTILITIES | | | 14.78 |
| 307-4410-44890.000 | | | OTHER | | | 4,321.72 |
| 401-4371-43190.000 | | | COMMUNITY INVESTMENT-CONTRACTUAL FEES | | | 26,607.00 |
| 405-4371-43810.000 | | | GFA REPLACEMENT-MAINT-BLDG & STRUCT | | | 6,928.25 |
| 405-4371-45300.000 | | | GFA REPLACEMENT-IMPR OTHER THAN BLDG | | | 2,395.00 |
| 411-4410-44890.000 | | | TIF #11-LODEN SV-OTHER | | | 5,500.00 |
| 463-4700-45910.000 | | | 19-07 OWASSO BLVD N/ARCHITECT/ENGINEER | | | 14,743.50 |
| 476-4700-45900.000 | | | 20-03 INSPECTION/REHABDEVELOP | | | 6,708.00 |
| 601-0000-20200.000 | | | ACCOUNTS PAYABLE | | | 519.85 |
| 601-0000-22015.000 | | | ANTENNA ESCROW | | | 745.89 |
| 601-4505-42140.001 | | | GENERAL | | | 952.11 |
| 601-4505-42280.005 | | | BOOSTER, WELLS AND T | | | 348.64 |
| 601-4505-43190.000 | | | CONTRACTUAL FEES | | | 61.21 |
| 601-4505-43190.123 | | | GENERAL | | | 380.00 |
| 601-4505-43190.125 | | | WELLS AND BOOSTER | | | 29,567.75 |
| 601-4505-43190.126 | | | WATERMAINS | | | 3,384.00 |
| 601-4505-43190.127 | | | DOC CREWS | | | 9,420.00 |
| 601-4505-43210.000 | | | TELEPHONE | | | 47.24 |
| 601-4505-43610.006 | | | GENERAL | | | 14,692.10 |
| 601-4505-43970.005 | | | CREWS | | | 152.63 |
| 601-4830-46200.000 | | | PAY AGENT/FISCAL FEE | | | 669.78 |
| 602-0000-20200.000 | | | ACCOUNTS PAYABLE | | | 107.80 |
| 602-0000-20840.000 | | | DUE TO MCES-SAC | | | 2,485.00 |
| 602-0000-34060.000 | | | RETAINED FEES, SAC | | | (24.85) |
| 602-4555-43970.009 | | | CREWS | | | 152.63 |
| 602-4555-43970.010 | | | SUPERVISORS | | | 172.00 |
| 602-4830-46200.000 | | | PAY AGENT/FISCAL FEE | | | 87.73 |
| 603-0000-20200.000 | | | ACCOUNTS PAYABLE | | | 46.12 |
| 603-4585-42180.042 | | | CATCH BASINS AND PIP | | | 272.40 |
| 603-4585-43190.000 | | | CONTRACTUAL FEES | | | 2,464.19 |
| 603-4585-43190.144 | | | DOC CREWS | | | 9,420.00 |
| 603-4585-43610.000 | | | ELECTRIC UTILITIES | | | 457.47 |
| 603-4585-43970.013 | | | CREWS | | | 76.30 |
| 603-4590-43610.000 | | | ELECTRIC UTILITIES | | | 55.36 |
| 603-4830-46200.000 | | | PAY AGENT/FISCAL FEE | | | 192.49 |
| 604-0000-20200.000 | | | ACCOUNTS PAYABLE | | | 20.84 |
| 604-4260-43610.000 | | | ELECTRIC UTILITIES | | | 11,292.92 |
| 604-4260-43810.001 | | | KNOCK DOWN | | | 571.11 |
| 604-4260-43810.002 | | | UNDERGROUND FAULT | | | 2,102.42 |
| 701-4650-42120.001 | | | UNLEADED | | | 4,143.06 |
| 701-4650-42120.002 | | | DIESEL FUEL | | | 4,176.75 |
| 701-4650-42130.001 | | | GENERAL | | | 449.68 |
| 701-4650-42183.002 | | | CLEANING SUPPLIES | | | 227.46 |

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| 701-4650-42220.001 | | | VEHICLES | | | 187.13 |
| 701-4650-42220.002 | | | EQUIPMENT | | | 4,690.27 |
| 701-4650-42220.003 | | | SUPPLIES | | | 1,606.37 |
| 701-4650-43190.151 | | | VEHICLE | | | 1,117.20 |
| 701-4650-43196.001 | | | GENERAL | | | 452.58 |
| 701-4650-43196.004 | | | DOC CREWS | | | 3,768.00 |
| 701-4650-43610.000 | | | ELECTRIC UTILITIES | | | 1,153.43 |
| 701-4650-43640.001 | | | GENERAL | | | 595.00 |
| 701-4650-43970.016 | | | CREWS | | | 76.30 |
| 801-0000-20200.000 | | | ACCOUNTS PAYABLE | | | 3.37 |
| | | | TOTAL | | | 305,299.96 |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|------------|-------|----------|---------------------------------|-----------------------------------|--------------------|-----------|
| 03/08/2021 | USBNK | 2772 (E) | DELTA DENTAL | DENTAL INSURANCE MAR 2021 | 101-0000-20411.000 | 235.05 |
| | | 2772 (E) | | DENTAL INSURANCE MAR 2021 | 101-0000-20415.000 | 7,708.85 |
| | | | | | | 7,943.90 |
| 02/22/2021 | USBNK | 2773 (E) | TASC | FLEX - MED/DEP CARE 02-19-21 | 101-0000-20431.000 | 673.84 |
| 03/12/2021 | USBNK | 2774 (A) | ALLEN, DEANNE | CITY COUNCIL MINUTES (3/1/2021) | 101-4020-43190.001 | 200.00 |
| | | 2774 (A) | | EDA MINUTES (3/1/21) | 240-4440-43190.118 | 200.00 |
| | | | | | | 400.00 |
| 02/03/2021 | USBNK | 2775 (E) | CARD CONNECT CREDIT CARD FEES | JANUARY 2021 CREDIT CARD FEES | 220-4380-44890.045 | 1,553.04 |
| | | 2775 (E) | | JANUARY 2021 CREDIT CARD FEES | 225-4340-44890.000 | 1,408.49 |
| | | 2775 (E) | | JANUARY 2021 CREDIT CARD FEES | 270-4025-44890.000 | 31.82 |
| | | | | | | 2,993.35 |
| 02/23/2021 | USBNK | 2776 (E) | POINT & PAY CREDIT CARD FEES | JANUARY CREDIT CARD FEES | 101-4050-44890.036 | 12.97 |
| | | 2776 (E) | | JANUARY CREDIT CARD FEES | 101-4410-44890.047 | 1.29 |
| | | 2776 (E) | | JANUARY CREDIT CARD FEES | 101-4430-44890.048 | 137.38 |
| | | 2776 (E) | | JANUARY CREDIT CARD FEES | 601-4505-44890.051 | 2,515.29 |
| | | 2776 (E) | | JANUARY CREDIT CARD FEES | 602-4555-44890.054 | 2,515.29 |
| | | | | | | 5,182.22 |
| 03/01/2021 | USBNK | 2777 (E) | TASC | FLEX - MED/DEP CARE 02-26-21 | 101-0000-20431.000 | 878.09 |
| 03/15/2021 | USBNK | 2778 (E) | MINNESOTA DEPARTMENT OF REVENUE | SALES USE TAX: FEBRUARY 2021 | 220-0000-21810.000 | 4,307.35 |
| | | | -TAX | | | |
| | | 2778 (E) | | SALES USE TAX: FEBRUARY 2021 | 220-4380-42140.000 | 10.49 |
| | | 2778 (E) | | SALES USE TAX: FEBRUARY 2021 | 220-4380-43610.000 | 3.34 |
| | | 2778 (E) | | SALES USE TAX: FEBRUARY 2021 | 601-0000-21810.000 | 686.76 |
| | | 2778 (E) | | SALES USE TAX: FEBRUARY 2021 | 701-4650-42120.003 | 55.06 |
| | | | | | | 5,063.00 |
| 03/10/2021 | USBNK | 2779 (E) | MEDICA | HEALTH INSURANCE MAR 2021 | 101-0000-20410.000 | 71,738.80 |
| | | 2779 (E) | | HEALTH INSURANCE MAR 2021 | 101-0000-20411.000 | 587.80 |
| | | | | | | 72,326.60 |
| 03/12/2021 | USBNK | 2780 (E) | MONEY MOVERS INC | FITNESS INCENTIVE PROCESSING FEES | 220-4380-43190.100 | 57.0 |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|------------|-------|----------|-------------------------------|---|--------------------|-----------------|
| 01/28/2021 | USBNK | 2781 (E) | PMA FINANCIAL NETWORK, INC | DECEMBER 2020 BANK FEES | 101-4050-44890.032 | 125.35 |
| 02/25/2021 | USBNK | 2782 (E) | PMA FINANCIAL NETWORK, INC | JANUARY 2021 BANK FEES | 101-4050-44890.032 | 121.59 |
| 02/12/2021 | USBNK | 2783 (E) | CRF USA | CRF ADMIN FEES/6 @ \$10 | 305-4410-44890.000 | 22.00 |
| | | 2783 (E) | | CRF ADMIN FEES/6 @ \$10 | 307-4410-44890.000 | 44.00 |
| | | | | | | <u>66.00</u> |
| 03/03/2021 | USBNK | 2784 (E) | CARD CONNECT CREDIT CARD FEES | FEBRUARY 2021 CREDIT CARD FEES | 220-4380-44890.045 | 1,514.61 |
| | | 2784 (E) | | FEBRUARY 2021 CREDIT CARD FEES | 225-4340-44890.000 | 1,200.28 |
| | | | | | | <u>2,714.89</u> |
| 03/26/2021 | USBNK | 2785 (A) | ALLEN, DEANNE | PLANNING COMMISSION (2-23-21) | 101-4410-43190.000 | 200.00 |
| 03/26/2021 | USBNK | 2786 (A) | PACABELLYS LLC | SBEA PAYMENT ROUND 2 | 240-4440-43190.120 | 5,000.00 |
| 03/22/2021 | USBNK | 2787 (E) | UNIVERSITY OF MINNESOTA | SHADE TREE SHORT COURSE FOR JOE KEDING | 101-4220-44500.050 | 450.00 |
| 03/22/2021 | USBNK | 2788 (E) | US BANK MINNESOTA GFOA | 2021 MNGFOA MEMBERSHIP - FESPE | 101-4050-44330.028 | (0.29) |
| | | 2788 (E) | FACEBOOK.COM | FACEBOOK AD PAYMENT - WE'RE OPEN | 220-4380-42201.000 | 3.00 |
| | | | | | | <u>2.71</u> |
| 03/22/2021 | USBNK | 2789 (E) | US BANK FACEBOOK.COM | FACEBOOK AD PAYMENT - WE'RE OPEN CAMPAIGN | 220-4380-42201.000 | 5.00 |
| 03/22/2021 | USBNK | 2790 (E) | US BANK FACEBOOK.COM | FACEBOOK AD PAYMENT - WE'RE OPEN CAMPAIGN | 220-4380-42201.000 | 7.00 |
| 03/22/2021 | USBNK | 2791 (E) | US BANK FACEBOOK.COM | FACEBOOK AD PAYMENT - WE'RE OPEN CAMPAIGN | 220-4380-42201.000 | 10.00 |
| 03/22/2021 | USBNK | 2792 (E) | US BANK FACEBOOK.COM | FACEBOOK AD PAYMENT - WE'RE OPEN CAMPAIGN | 220-4380-42201.000 | 15.00 |
| 03/22/2021 | USBNK | 2793 (E) | US BANK FACEBOOK.COM | GOOGLE ADS PAYMENT - WE ARE OPEN CAMPAIGN | 220-4380-42201.000 | 62.67 |
| 03/22/2021 | USBNK | 2794 (E) | US BANK FACEBOOK.COM | HIRING ADS: TUMBLING & FT CUSTODIAN | 101-4021-43360.002 | 49.40 |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|------------|-------|----------|--|---|--------------------|----------|
| | | 2794 (E) | FACEBOOK.COM | HIRING ADS: TUMBLING & FT CUSTODIAN | 101-4021-43360.003 | 32.08 |
| | | | | | | 81.48 |
| 03/22/2021 | USBNK | 2795 (E) | US BANK COMCAST | FEB 7 DUE DATE: MONTHLY INTERNET SERVICE FOR D/R SITE & SCADA VPN | 230-4090-43190.037 | 204.71 |
| 03/22/2021 | USBNK | 2796 (E) | US BANK COMCAST | FEB 6 DUE DATE: MONTHLY INTERNET SERVICE FOR GUESTS | 230-4090-43190.037 | 289.85 |
| 03/22/2021 | USBNK | 2797 (E) | US BANK SHI INTERNATIONAL GROUP | REPLACEMENT MONITORS FOR EMPLOYEE COMPUTERS | 422-4055-45800.011 | 2,081.41 |
| 03/22/2021 | USBNK | 2798 (E) | US BANK GOVERNMENT FINANCE OFFICERS ASSOC. | 2021 GFOA CAFR CLASS - DMALONEY | 101-4050-44500.030 | 420.00 |
| 03/22/2021 | USBNK | 2799 (E) | US BANK MINNESOTA SOCIETY OF CPA'S | 2021 MNCPA MEMBERSHIP DUES-FESPE | 101-4050-44330.027 | 315.00 |
| 03/22/2021 | USBNK | 2800 (E) | US BANK SAM'S CLUB DIRECT | 2021 RETIREMENT PARTY SUPPLIES-LNELSON | 101-4020-44890.008 | 48.30 |
| 03/22/2021 | USBNK | 2801 (E) | US BANK MINNESOTA GFOA | 2021 MNGFOA MEMBERSHIP - FESPE | 101-4050-44330.028 | 70.00 |
| 03/22/2021 | USBNK | 2802 (E) | US BANK MINNESOTA GFOA | 2021 MN GFOA MEMBERSHIP RENEWAL-DMALONEY | 101-4050-44330.028 | 70.00 |
| 03/22/2021 | USBNK | 2803 (E) | US BANK MINNESOTA GFOA | 2021 MN GFOA MEMBERSHIP RENEWAL - RFALK | 101-4050-44330.028 | 70.00 |
| 03/22/2021 | USBNK | 2804 (E) | US BANK GOOGLE | CUSTODIAN JOBS AD - LNELSON | 101-4021-43360.003 | 316.52 |
| 03/22/2021 | USBNK | 2805 (E) | US BANK GOOGLE | 2021 GYM/TUMBLING INST JOB- LNELSON | 101-4021-43360.002 | 296.05 |
| 03/22/2021 | USBNK | 2806 (E) | US BANK WALGREENS | 2021 RETIREMENT PARTY SUPPLIES-LNELSON | 101-4020-44890.008 | 20.76 |
| 03/22/2021 | USBNK | 2807 (E) | US BANK NOUN PROJECT.COM | 2021 NOUNPRO SUBSCRIPTION FOR ICONS - REISENBEISZ | 101-4040-44330.000 | 39.99 |
| 03/22/2021 | USBNK | 2808 (E) | US BANK COMCAST | MAR 6 DUE DATE: MONTHLY INTERNET SERVICE FOR GUESTS | 230-4090-43190.037 | 289.85 |
| 03/22/2021 | USBNK | 2809 (E) | US BANK COMCAST | MAR 7 DUE DATE: MONTHLY INTERNET SERVICE FOR D/R SITE & SCADA VPN | 230-4090-43190.037 | 214.71 |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|------------|-------|----------|--|---|--------------------|----------|
| 03/22/2021 | USBNK | 2810 (E) | US BANK COMCAST | FEB 28 DUE DATE: MONTHLY INTERNET/PHONE SERVICE FOR THE | 230-4090-43190.037 | 148.69 |
| 03/22/2021 | USBNK | 2811 (E) | US BANK HYDRO CAD SOFTWARE SOLUTIONS LLC | PW ENGINEERING HYDROCAD SOFTWARE MAINT/SUPPORT | 101-4055-43860.002 | 228.00 |
| 03/22/2021 | USBNK | 2812 (E) | US BANK VERIZON WIRELESS | CELLULAR PHONE SERVICE JAN 10 - FEB 11 | 101-4020-43210.002 | 75.06 |
| | | 2812 (E) | VERIZON WIRELESS | CELLULAR PHONE SERVICE JAN 10 - FEB | 101-4055-43860.012 | 93.00 |
| | | 2812 (E) | VERIZON WIRELESS | CELLULAR PHONE SERVICE JAN 10 - FEB | 101-4205-42010.000 | 159.51 |
| | | 2812 (E) | VERIZON WIRELESS | CELLULAR PHONE SERVICE JAN 10 - FEB | 101-4220-44330.000 | 50.22 |
| | | 2812 (E) | VERIZON WIRELESS | CELLULAR PHONE SERVICE JAN 10 - FEB | 101-4340-42180.000 | 41.50 |
| | | 2812 (E) | VERIZON WIRELESS | CELLULAR PHONE SERVICE JAN 10 - FEB | 101-4371-43210.000 | 238.06 |
| | | 2812 (E) | VERIZON WIRELESS | CELLULAR PHONE SERVICE JAN 10 - FEB | 101-4430-43190.000 | 158.02 |
| | | 2812 (E) | VERIZON WIRELESS | CELLULAR PHONE SERVICE JAN 10 - FEB | 225-4359-43190.000 | 288.29 |
| | | 2812 (E) | VERIZON WIRELESS | CELLULAR PHONE SERVICE JAN 10 - FEB | 241-4450-43190.153 | 41.50 |
| | | 2812 (E) | VERIZON WIRELESS | CELLULAR PHONE SERVICE JAN 10 - FEB | 601-4505-44330.000 | 502.23 |
| | | 2812 (E) | VERIZON WIRELESS | CELLULAR PHONE SERVICE JAN 10 - FEB | 602-4555-44330.000 | 351.56 |
| | | 2812 (E) | VERIZON WIRELESS | CELLULAR PHONE SERVICE JAN 10 - FEB | 603-4585-44330.000 | 100.45 |
| | | | | | | 2,099.40 |
| 03/22/2021 | USBNK | 2813 (E) | US BANK CARD CONNECT | NEW PINPAD FOR PARKS & REC OFFICE STAFF | 422-4055-45800.010 | 360.00 |
| 03/22/2021 | USBNK | 2814 (E) | US BANK AMAZON.COM | NEW VVX 501 POLYCOM PHONES (QTY-3) | 422-4055-45800.006 | 419.97 |
| 03/22/2021 | USBNK | 2815 (E) | US BANK AMAZON.COM | NEW VVX 301 POLYCOM PHONES (QTY-2) | 422-4055-45800.006 | 175.98 |
| 03/22/2021 | USBNK | 2816 (E) | US BANK AMAZON.COM | REPLACEMENT SECURITY VIDEO PC (LIFEGUARD OFFICE) & MISC EQUIPMENT | 101-4055-42010.016 | 61.43 |
| | | 2816 (E) | AMAZON.COM | REPLACEMENT SECURITY VIDEO PC | 422-4055-45800.011 | 165.99 |
| | | | | | | 227.42 |
| 03/22/2021 | USBNK | 2817 (E) | US BANK AMAZON.COM | REPLACED PROJECTOR WITH LARGE TV DISPLAY AT MAINT. CENTER CONFERENCE | 422-4055-45800.020 | 747.99 |
| 03/22/2021 | USBNK | 2818 (E) | US BANK AMAZON.COM | NETWORK CABLING COMPONENTS | 101-4055-42010.016 | 37.60 |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|------------|------|----------|---------------------------------------|---|--------------------|----------|
| 03/22/2021 | USBK | 2819 (E) | US BANK AMAZON.COM | PHONE CASE FOR SCADA ONCALL MOBILE PHONE | 101-4055-42010.018 | 35.24 |
| 03/22/2021 | USBK | 2820 (E) | US BANK AMAZON.COM | REPLACEMENT IPAD KEYBOARD FOR REPLACED COUNCIL IPAD | 230-4090-45800.000 | 169.05 |
| 03/22/2021 | USBK | 2821 (E) | US BANK AMAZON.COM | REPLACEMENT PROJECTOR LAMP FOR MAINT. CENTER LUNCHROOM PROJECTOR | 101-4055-42180.012 | 102.33 |
| 03/22/2021 | USBK | 2822 (E) | US BANK AMAZON.COM | NETWORK CABLE & MISC CABLING SUPPLIES | 101-4055-42010.016 | 198.70 |
| 03/22/2021 | USBK | 2823 (E) | US BANK AMAZON.COM | DMX LIGHT CONTROLLER WIRELESS BRIDGE FOR POND FOUNTAIN LED LIGHTS | 230-4090-45800.000 | 346.22 |
| 03/22/2021 | USBK | 2824 (E) | US BANK CRADLEPOINT HEADQUARTERS | CELLULAR ROUTER WEB MANAGEMENT CONSOLE ANNUAL LICENSE/MAINTENANCE | 101-4055-43860.010 | 641.10 |
| 03/22/2021 | USBK | 2825 (E) | US BANK ZOOM | ZOOM - CONFERENCING SOFTWARE FOR REMOTE PLANNING/COUNCIL/STAFF | 230-4090-43190.039 | 40.00 |
| 03/22/2021 | USBK | 2826 (E) | US BANK ZOOM | ZOOM - CONFERENCING SOFTWARE FOR REMOTE PLANNING/COUNCIL/STAFF | 230-4090-43190.039 | 40.00 |
| 03/22/2021 | USBK | 2827 (E) | US BANK SIGNUPGENIUS.COM | ANNUAL SOFTWARE SUBSCRIPTION FOR LAP SWIM & PROGRAM RESERVATIONS (SIGNUP | 101-4055-42180.018 | 462.26 |
| 03/22/2021 | USBK | 2828 (E) | US BANK CLOUD COVER MUSIC | MONTHLY STREAMING MUSIC SUBSCRIPTION FOR PAVILION/POND | 230-4090-45800.000 | 29.95 |
| 03/22/2021 | USBK | 2829 (E) | US BANK SHI INTERNATIONAL GROUP | REPLACEMENT KEYBOARDS & MICE | 422-4055-45800.011 | 614.00 |
| 03/22/2021 | USBK | 2830 (E) | US BANK VOYANT COMMUNICATIONS, LLC | MONTHLY TELEPHONE SERVICES | 101-4055-43860.012 | 1,757.83 |
| 03/22/2021 | USBK | 2831 (E) | US BANK TARGET.COM | PRESCHOOL SUPPLIES | 225-4355-42170.028 | 53.41 |
| 03/22/2021 | USBK | 2832 (E) | US BANK TARGET.COM | PRESCHOOL SUPPLIES | 225-4355-42170.028 | 3.99 |
| 03/22/2021 | USBK | 2833 (E) | US BANK WALMART | PRESCHOOL SNACK | 225-4355-42170.032 | 300.83 |
| 03/22/2021 | USBK | 2834 (E) | US BANK H-MAC SYSTEMS, INC | BUILDING SUPPLIES | 220-4380-42240.000 | 359.99 |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
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| 03/22/2021 | USBK | 2835 (E) | US BANK PARTSWAREHOUSE.COM | BUILDING SUPPLIES | 220-4380-43890.000 | 258.98 |
| 03/22/2021 | USBK | 2836 (E) | US BANK 10,000 LAKES CHAPTER | MEMBERSHIP RENEWAL - SCHERBEL | 101-4430-44330.000 | 125.00 |
| 03/22/2021 | USBK | 2837 (E) | US BANK MN DEPARTMENT OF LABOR AND INDUSTRY | DOLI SPRING SEMINAR - RESIDENTIAL DECKS - SCHERBEL | 101-4430-44500.000 | 25.00 |
| 03/22/2021 | USBK | 2838 (E) | US BANK MN DEPARTMENT OF LABOR AND INDUSTRY | DOLI SPRING SEMINAR - RESIDENTIAL DECKS - NELSON | 101-4430-44500.000 | 25.00 |
| 03/22/2021 | USBK | 2839 (E) | US BANK MN DEPARTMENT OF LABOR AND INDUSTRY | DOLI SPRING SEMINAR - PREFABRICATED - SCHERBEL | 101-4430-44500.000 | 25.00 |
| 03/22/2021 | USBK | 2840 (E) | US BANK MN DEPARTMENT OF LABOR AND INDUSTRY | DOLI SPRING SEMINAR - PREFABRICATED - NELSON | 101-4430-44500.000 | 25.00 |
| 03/22/2021 | USBK | 2841 (E) | US BANK EDAM | INNOVATIVE APPROACHES TO BR&E - SIMONSON / HILL | 240-4440-44500.000 | 20.00 |
| 03/22/2021 | USBK | 2842 (E) | US BANK MISTER CAR WASH #452 | MARSHALL - CAR WASH | 101-4430-42010.000 | 13.00 |
| TOTAL - ALL FUNDS | | | | TOTAL OF 71 CHECKS | | 119,243.77 |

--- GL TOTALS ---

| | | |
|--------------------|---------------------------------|-----------|
| 101-0000-20410.000 | HOSP/MED WITHHOLDING | 71,738.80 |
| 101-0000-20411.000 | MED, LIF, DENT/COBRA | 822.85 |
| 101-0000-20415.000 | DENTAL INS. WITHHOLD | 7,708.85 |
| 101-0000-20431.000 | OTHER MEDICAL COSTS | 1,551.93 |
| 101-4020-43190.001 | MINUTES | 200.00 |
| 101-4020-43210.002 | CELL PHONE | 75.06 |
| 101-4020-44890.008 | MISC | 69.06 |
| 101-4021-43360.002 | ASSOCIATE RECRUITING | 345.45 |
| 101-4021-43360.003 | REGULAR RECRUITING | 348.60 |
| 101-4040-44330.000 | DUES & SUBSCRIPTIONS | 39.99 |
| 101-4050-44330.027 | MN CPA | 315.00 |
| 101-4050-44330.028 | MN GFOA-MEMBERSHIP | 209.71 |
| 101-4050-44500.030 | GFOA/SPRINGSTD CLASS | 420.00 |
| 101-4050-44890.032 | BANK FEES | 246.94 |
| 101-4050-44890.036 | CREDIT CARD FEES (FINANCE) | 12.97 |
| 101-4055-42010.016 | MISCELLANEOUS HARDWARE SUPPLIES | 297.73 |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|--------------------|------|---------|---------------------------------------|-------------|------|----------|
| 101-4055-42010.018 | | | SUPPLIES | | | 35.24 |
| 101-4055-42180.012 | | | HARDWARE PARTS (MEMORY, DRIVES, ETC) | | | 102.33 |
| 101-4055-42180.018 | | | DESKTOP SOFTWARE | | | 462.26 |
| 101-4055-43860.002 | | | ARCGIS/SIGNTRACK | | | 228.00 |
| 101-4055-43860.010 | | | NETWORK INFRASTRUCTURE MAINTENANCE | | | 641.10 |
| 101-4055-43860.012 | | | PHONE SYSTEM/WLAN DEVICES/LIFE SAFETY | | | 1,850.83 |
| 101-4205-42010.000 | | | SUPPLIES-OFFICE | | | 159.51 |
| 101-4220-44330.000 | | | DUES & SUBSCRIPTIONS | | | 50.22 |
| 101-4220-44500.050 | | | CREWS | | | 450.00 |
| 101-4340-42180.000 | | | SUPPLIES-GENERAL | | | 41.50 |
| 101-4371-43210.000 | | | TELEPHONE | | | 238.06 |
| 101-4410-43190.000 | | | CONTRACTUAL FEES | | | 200.00 |
| 101-4410-44890.047 | | | CREDIT CARD FEES (PLANNING) | | | 1.29 |
| 101-4430-42010.000 | | | SUPPLIES-OFFICE | | | 13.00 |
| 101-4430-43190.000 | | | CONTRACTUAL FEES | | | 158.02 |
| 101-4430-44330.000 | | | DUES & SUBSCRIPTIONS | | | 125.00 |
| 101-4430-44500.000 | | | TRAINING & PROF DEV | | | 100.00 |
| 101-4430-44890.048 | | | CREDIT CARD FEES (BUILDING) | | | 137.38 |
| 220-0000-21810.000 | | | SALES TAX PAYABLE | | | 4,307.35 |
| 220-4380-42140.000 | | | SUPPLIES-HEATING | | | 10.49 |
| 220-4380-42201.000 | | | MARKETING SUPPLIES | | | 102.67 |
| 220-4380-42240.000 | | | SUPPLIES-REPAIRS | | | 359.99 |
| 220-4380-43190.100 | | | FITNESS/INSURANCE | | | 57.00 |
| 220-4380-43610.000 | | | ELECTRIC UTILITIES | | | 3.34 |
| 220-4380-43890.000 | | | MAINT-OTHER EQUIP | | | 258.98 |
| 220-4380-44890.045 | | | CREDIT CARD FEES (COMM CENTER) | | | 3,067.65 |
| 225-4340-44890.000 | | | OTHER | | | 2,608.77 |
| 225-4355-42170.028 | | | GENERAL | | | 57.40 |
| 225-4355-42170.032 | | | SNACK | | | 300.83 |
| 225-4359-43190.000 | | | CONTRACTUAL FEES | | | 288.29 |
| 230-4090-43190.037 | | | INTERNET | | | 1,147.81 |
| 230-4090-43190.039 | | | WEB STREAMING | | | 80.00 |
| 230-4090-45800.000 | | | OTHER EQUIPMENT | | | 545.22 |
| 240-4440-43190.118 | | | EDA MINUTES | | | 200.00 |
| 240-4440-43190.120 | | | SMALL BUSINESS EMERGENCY ASSISTANCE | | | 5,000.00 |
| 240-4440-44500.000 | | | TRAINING & PROF DEV | | | 20.00 |
| 241-4450-43190.153 | | | CELL PHONE | | | 41.50 |
| 270-4025-44890.000 | | | OTHER | | | 31.82 |
| 305-4410-44890.000 | | | TIF #4 - SR HOUS/SCAN-OTHER | | | 22.00 |
| 307-4410-44890.000 | | | OTHER | | | 44.00 |
| 422-4055-45800.006 | | | INFO TECHNOLOGY FUND-COMMUNICATIONS- | | | 595.95 |
| 422-4055-45800.010 | | | INFO TECHNOLOGY FUND-OTHER-ADDITIONS | | | 360.00 |
| 422-4055-45800.011 | | | INFO TECHNOLOGY FUND-COMPUTERS/PC- | | | 2,861.40 |
| 422-4055-45800.020 | | | INFO TECHNOLOGY FUND-OTHER- | | | 747.99 |
| 601-0000-21810.000 | | | SALES TAX PAYABLE | | | 686.76 |

| Check Date | Bank | Check # | Payee | Description | GL # | Amount |
|--------------------|------|---------|-------|-----------------------------|------|------------|
| 601-4505-44330.000 | | | | DUES & SUBSCRIPTIONS | | 502.23 |
| 601-4505-44890.051 | | | | CREDIT CARD SERVICE (WATER) | | 2,515.29 |
| 602-4555-44330.000 | | | | DUES & SUBSCRIPTIONS | | 351.56 |
| 602-4555-44890.054 | | | | CREDIT CARD SERVICE (SEWER) | | 2,515.29 |
| 603-4585-44330.000 | | | | DUES & SUBSCRIPTIONS | | 100.45 |
| 701-4650-42120.003 | | | | ON AND OFF ROAD DIES | | 55.06 |
| | | | | TOTAL | | 119,243.77 |

Memorandum

TO: City Council
FROM: Janice Miller
DATE: April 5, 2021
SUBJECT: Tree Trimmers License
ITEM NUMBER: 8.e
SECTION: CONSENT AGENDA

REQUESTED MOTION

To approve this license applications as listed below.

INTRODUCTION

DISCUSSION

| | | | | | |
|----------------------|----------------|-------|-------|--------------|--|
| A to Z Tree Care LLC | 36928 153rd St | Pierz | 56364 | 612-229-4478 | atoztrecaremn.com |
|----------------------|----------------|-------|-------|--------------|--|

RECOMMENDATION

It is recommended that the City Council approve the above licenses.

ATTACHMENTS

Memorandum

TO: City Council
FROM: Terry Schwerm , City Manager
DATE: April 5, 2021
SUBJECT: Approval of the 2021 Supplemental Water Patrol Agreement
ITEM NUMBER: 8.f
SECTION: CONSENT AGENDA

REQUESTED MOTION

To approve the 2021 supplemental water patrol agreement with the Ramsey County Sheriff's Department

INTRODUCTION

The city council is being asked to approve the 2021 supplemental water patrol agreement with the Ramsey County Sheriff's Department.

DISCUSSION

The city annually contracts with the Ramsey County Sheriff's Department for supplemental water patrol services for the lakes in the city. The supplemental service includes 192 hours of lake patrol on weekends and holidays between Memorial Day and Labor Day. The total cost of this additional service is \$7,872 and is priced at the same amount as it has been for the past several years. The city has contracted for these supplemental water patrol services for more than 25 years.

The attached agreement is also the same agreement that has been used over the last several years. The cost of this service is included in the 2021 budget.

RECOMMENDATION

Based on the foregoing motion, it is recommended that the city council approve the agreement for supplemental water patrol services with the Ramsey County Sheriff's Department.

ATTACHMENTS

[Supplemental water patrol services agreement](#)

AGREEMENT
FOR
SUPPLEMENTAL LAW ENFORCEMENT SERVICES

The COUNTY OF RAMSEY, hereinafter referred to as the "COUNTY" and the CITY OF SHOREVIEW, hereinafter referred to as the "CITY", enter into this Agreement for the period from May 1, 2021, through September 30, 2021.

WITNESSETH:

WHEREAS, pursuant to MINN. STAT. Chapter 86B, the Ramsey County Sheriff has the obligation to maintain a program of search, rescue, buoying or marking, patrol, removal of hazards to navigation, and inspection of watercraft relating to lake use ("Program Services"); and

WHEREAS, the COUNTY and the CITY desire to enter into a joint powers agreement pursuant to MINN. STAT. §471.59, to have the Ramsey County Sheriff's Office provide Program Services on the surface and shorelines of Island, Turtle, Snail, Owasso, and Wabasso Lakes;

NOW, THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

1. The Ramsey County Sheriff shall provide Program Services, as well as enforcement of all applicable CITY ordinances relating to water safety and use (collectively, "Contract Services") to the CITY on the surface and shorelines of Island, Turtle, Snail, Owasso and Wabasso Lakes, to the extent and in the manner hereinafter set forth, in addition to the patrol and police services regularly provided.

2. The rendition of the Contract Services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the manner of performance of such service, the determination thereof made by the COUNTY shall be final and conclusive between the parties hereto.

3. The COUNTY agrees to provide trained uniformed deputies with proper equipment, identification, and communications on Island, Turtle, Snail, Owasso and Wabasso Lakes during all hours that Contract Services are provided by the Ramsey County Sheriff under this Agreement.

4. The number of hours of Contract Services to be provided during the Term of this Agreement shall be as follows:

Winter Patrol: zero (0) hours, Summer Patrol: One hundred ninety-two (192) hours. It is agreed that the schedule of days and hours of work shall be determined at the discretion of the Ramsey County Sheriff with emphasis being placed on weekends and holidays at the lakes with the highest number of users.

5. All Deputy Sheriffs, clerks, dispatchers and all other personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes. The supervision of said personnel shall remain under the control of the Ramsey County Sheriff or other appropriate County officials and employees.

6. Except as otherwise provided, the CITY shall not be called upon to assume any liability for direct payment of any salaries, wages, tips, or other compensation to any COUNTY personnel performing Contract Services, and the COUNTY hereby assumes said liabilities.

7. Except as otherwise specified, the CITY shall not be liable for compensation or indemnity of any COUNTY employee for any injury or sickness arising out of their employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.

8. The CITY, its officials and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or of any official or employee thereof, and the COUNTY shall hold the CITY, its officials, and employees harmless from, and shall defend them, against, any claim for damages arising out of the COUNTY's performance of Contract Services under this Agreement, subject to the limits of liability as set forth in Minn. Stat. Section 466.04.

9. The COUNTY, its officials and employees shall not be deemed to assume any liability for intentional or negligent acts of the CITY or of any official or employee thereof, and the CITY shall hold the COUNTY, its officials, and employees harmless from, and shall defend them against, any claim for damages arising out of the CITY's performance under this Agreement, subject to the limits of liability as set forth in Minn. Stat. Section 466.04.

10. The Ramsey County Sheriff's Office shall bill the CITY at the hourly rate of \$41.00 hourly in reimbursement for the cost of providing Contract Services under this Agreement and such billings shall be submitted at the end of the patrol season. Total billings for the 2021 summer Patrol coverage will not exceed \$7,872.00.

11. The CITY may increase the hours of coverage at the \$41.00 hourly rate by written amendment to this Agreement, signed by both parties.

12. It is understood that prosecutions for violations of ordinance or state statute, together with the disposition of all fines collected pursuant thereto, shall be in accordance with state laws and local ordinances.

13. The Contract Services identified in this Agreement shall be in addition to existing patrol coverage now provided by the Ramsey County Sheriff's Office.

14. Either party may terminate this Agreement upon fifteen (15) days written notice to the

other party at any time during the term of this Agreement. Upon such termination, the Ramsey County Sheriff shall be paid for services actually rendered under this Agreement until the date of termination.

15. The Term of this Agreement will be May 1, 2021, through September 30, 2021.

16. Any alterations, variations, modifications, or waivers of provisions of this Agreement, shall only be made in the form of a written amendment to this Agreement signed by authorized representatives of the COUNTY and the CITY.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the last date written below.

COUNTY OF RAMSEY

CITY OF SHOREVIEW

By: _____
Ryan T. O'Connor
County Manager

By: _____
Terry Schwerm
City Manager

Date: _____

Date: _____

Approval Recommended:

Bob Fletcher
Ramsey County Sheriff

Melitta Drechsler
Asst. Ramsey County Attorney

Revenue Estimated \$ _____
Account No. _____

Budgeting & Accounting

Memorandum

TO: City Council
FROM: Renee Eisenbeisz , Assistant City Manager
DATE: April 5, 2021
SUBJECT: Adopt human rights definition
ITEM NUMBER: 8.g
SECTION: CONSENT AGENDA

REQUESTED MOTION

To adopt a human rights definition.

INTRODUCTION

The city council is being asked to formally adopt a human rights definition.

DISCUSSION

Last fall, the human rights commission updated their action plan and added several new items and programs for the community in response to George Floyd's death. One of the items was to adopt a formal definition of human rights. The commission added this because they feel it is important to be clear about what human rights means for the city.

Over the last month, a sub-committee comprised of Commissioners Nichols, Johnson, and Williams worked on this action item. They reviewed several definitions from other human rights commissions, the State of Minnesota, World Health Organization, and United Nations. Based on their research, they brought forward the below definition at the March 25 meeting for discussion.

Human rights can be defined as those basic rights without which people cannot live in dignity as human beings. Human rights are not bought, earned, or inherited; they belong to all people simply because all people are human. Human rights are inherent to each individual.

The commission felt the proposed definition was clear and articulates Shoreview's values. The commission approved recommending the city council adopt the above definition.

RECOMMENDATION

It is recommended that the city council adopt the above human rights definition. If approved, staff will place the definition on the commission's webpage.

ATTACHMENTS

Memorandum

TO: City Council
FROM: Tom Wesolowski , City Engineer
DATE: April 5, 2021
SUBJECT: Approve the 25th rider to agreement with the Board of Water Commissioners of the City of Saint Paul in association with the Edgetown Acres Reconstruction - Phase 2, City Project 21-02
ITEM NUMBER: 8.h
SECTION: CONSENT AGENDA

REQUESTED MOTION

To adopt resolution no. 21-24, approving a 25th rider to the agreement with the Board of Water Commissioners of the City of Saint Paul in association with the Edgetown Acres Reconstruction - Phase 2, City Project 21-02.

INTRODUCTION

At the March 15, 2021 meeting, the city council approved plans and specifications and authorized the receipt of bids for the Edgetown Acres Reconstruction - Phase 2, City Project 21-02. A portion of one of the streets that will be reconstructed as part of the project is located on land owned by St. Paul Regional Water Services (SPRWS) and a rider to the agreement between the city and SPRWS is required to allow construction equipment to cross the property and reconstruct the streets.

DISCUSSION

The SPRWS has underground infrastructure located within the City of Shoreview and owns the property where the underground infrastructure is located. An agreement made between the city and the SPRWS on September 24, 1964 has allowed city roadways to be constructed across portions of the property owned by the SPRWS. Over the years riders have been added to the agreement for specific city projects completed on land owned by the SPRWS.

Aldine Street, north of County Road I, will be reconstructed as part of the Edgetown Acres Reconstruction - Phase 2 project and a portion of Aldine is located on property owned by the SPRWS, as highlighted on the attached map.

To allow the reconstruction of the city roadway located on the property owned by SPRWS, a 25th rider to the original agreement is required. A copy of the rider is attached at the end of this report.

The rider grants the city permission to enter upon the property owned by the SPRWS to install, maintain, and operate the city street and also includes the following conditions:

1. The SPRWS grants permission for the construction activity

2. The construction is consistent with Exhibit A and Exhibit B that are attached to the rider.
3. Prior notification shall be provided by the city to the SPRWS prior to construction activities.
4. Insurance requirements as listed in the rider.

The rider will be presented to the Board of Water Commissioners of the City of Saint Paul for consideration at their April 13, 2021 meeting.

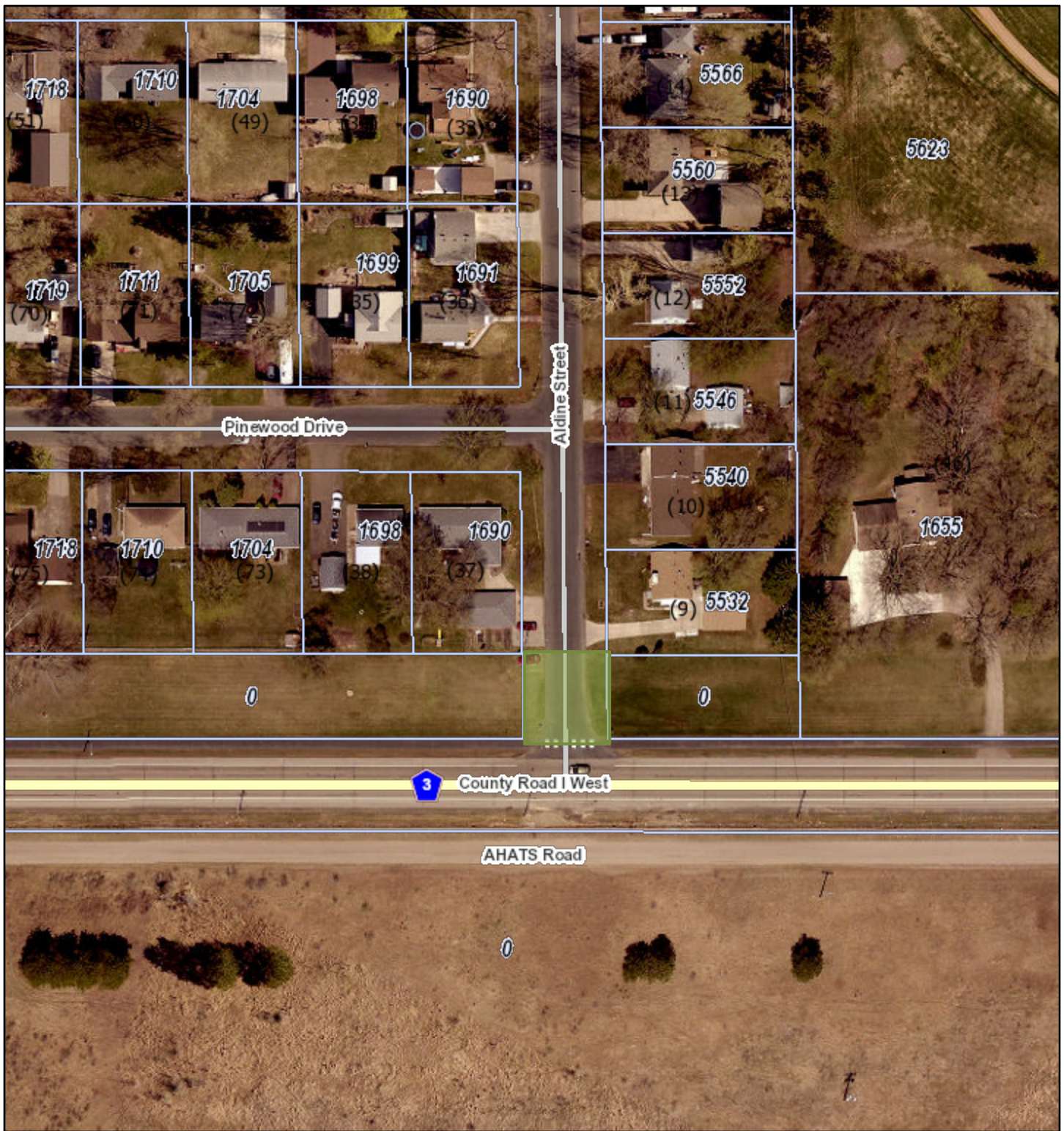
RECOMMENDATION

It is recommended the city council approve resolution no. 21-24, approving a 25th rider to the agreement with the Board of Water Commissioners of the City of Saint Paul in association with the Edgetown Acres Reconstruction - Phase 2, City Project 21-02.

ATTACHMENTS











[SPRWS property location](#)
[25th rider to agreement](#)
[Resolution 21-24](#)

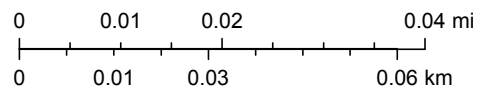
Map Ramsey



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1:1,200

- | | |
|--|---|
|  Override 1 |  Local Road |
| Streets |  Privately Maintained Public Access Road |
|  Interstate |  Alleyway |
|  US or State Highway |  Personal Property |
|  Connector (Ramp) |  Tax Parcels |
|  County Road | |



TWENTY-FIFTH RIDER TO AGREEMENT

THIS AGREEMENT, made this 13th day of April, 2021, by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL d/b/a Saint Paul Regional Water Services**, hereinafter called the “Board”, and the **CITY OF SHOREVIEW**, hereinafter called the “City”, being a Twenty-Fifth Rider to that certain Agreement made by and between the Board and the City on the 24th day of September, 1964 (“1964 Agreement”), and by this reference incorporated herein and made a part and parcel hereof with the same intent, purpose, and effect as if said Agreement were set forth herein verbatim.

WHEREAS, the Board now possesses title to a sixty-foot (60') right-of-way easement in certain real estate lying north of County Road I, described as the north 60 feet of the south 93 feet of Section 4, Township 30, Range 23, in Ramsey County, Minnesota, said real estate hereinafter called the “Premises”; and

WHEREAS, the City desires permission to enter upon certain portions of the Premises and to complete street improvements; and

WHEREAS, the Board is willing to grant said permission to the City consistent with requirements and safety of the works of the Board.

NOW, THEREFORE, BE IT AGREED, in consideration of the mutual promises and agreements of the parties thereto:

That subject to all terms and conditions contained in the 1964 Agreement, the Board hereby grants to the City permission to enter upon portions of the Premises and to thereon install, maintain, operate and carry out all Board approved necessary operations in respect to the following:

1. Permitted Activity

Construction of City Project 21-02, Edgetown Acres Neighborhood - Phase 2, which includes portions of the intersection of Aldine Street and County Road I.

2. Conditions

All work shall be performed in accordance with good engineering practices and in accordance with Exhibit “A”, and the permittee shall construct concrete protective mats as indicated in Exhibit “B” both of which are attached hereto and incorporated herein by reference.

4. Notification

City or City's contractor shall notify Board's Vadnais Supervisor at least 48 hours in advance of permitted activity to schedule inspection and coordination of work. Board's Vadnais Supervisor may be reached between the hours of 8 a.m. and 4 p.m. at 651-766-4150.

5. Insurance

Pursuant to Section 27 of the 1964 Agreement, City's contractor shall provide a certificate of insurance naming the Board of Water Commissioners of the City of Saint Paul and the City of Saint Paul, and their officials, employees, agents, and representatives as additional insureds with respect to general liability and automobile insurance. Work shall not commence prior to Board approval of said certificate.

Section 27 of the 1964 Agreement is hereby amended to require public liability insurance in minimum amounts of \$1,500,000 for bodily injury or death to one person and \$1,500,000 per accident, and \$1,500,000 for damages to or destruction of any property.

This section shall not apply when work is performed by City's forces; rather, the provisions of Chapter 466, Minnesota Statutes shall apply to work performed by City and/or its employees.

This Twenty-Fourth Rider to Agreement is made and executed pursuant to a resolution adopted by the Board on the 13th day of April, 2021, and of a resolution adopted by the City Council of the City of Shoreview on the 5th day of April, 2021 copies of said resolutions being annexed hereto and by this reference made a part hereof the same as if set forth herein verbatim.

[the remainder of this page left intentionally blank]

IN WITNESS WHEREOF, parties hereto have caused this agreement to be executed the date first above written.

Approved as to form:

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

By: _____
Patrick Shea, General Manager
Saint Paul Regional Water Services

By: _____
Mara Humphrey, President

By: _____
Lisa Veith
Assistant City Attorney

By: _____
Mollie Gagnelius
Secretary

By: _____
John McCarthy
Interim Director, Office of Financial Services

CITY OF SHOREVIEW

By: _____
Sandy Martin
Mayor

By: _____
Terry Schwerm
City Manager

CITY OF SHOREVIEW

CONSTRUCTION PLANS

FOR

EDGETOWN ACRES NEIGHBORHOOD - PHASE 2

WATERMAIN, SANITARY SEWER, STORM SEWER & STREET RECONSTRUCTION

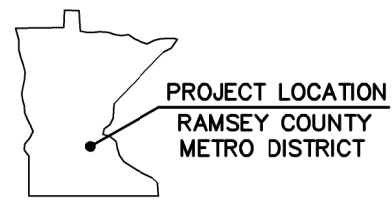
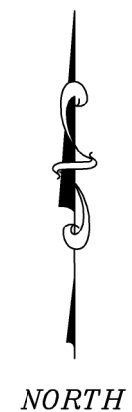
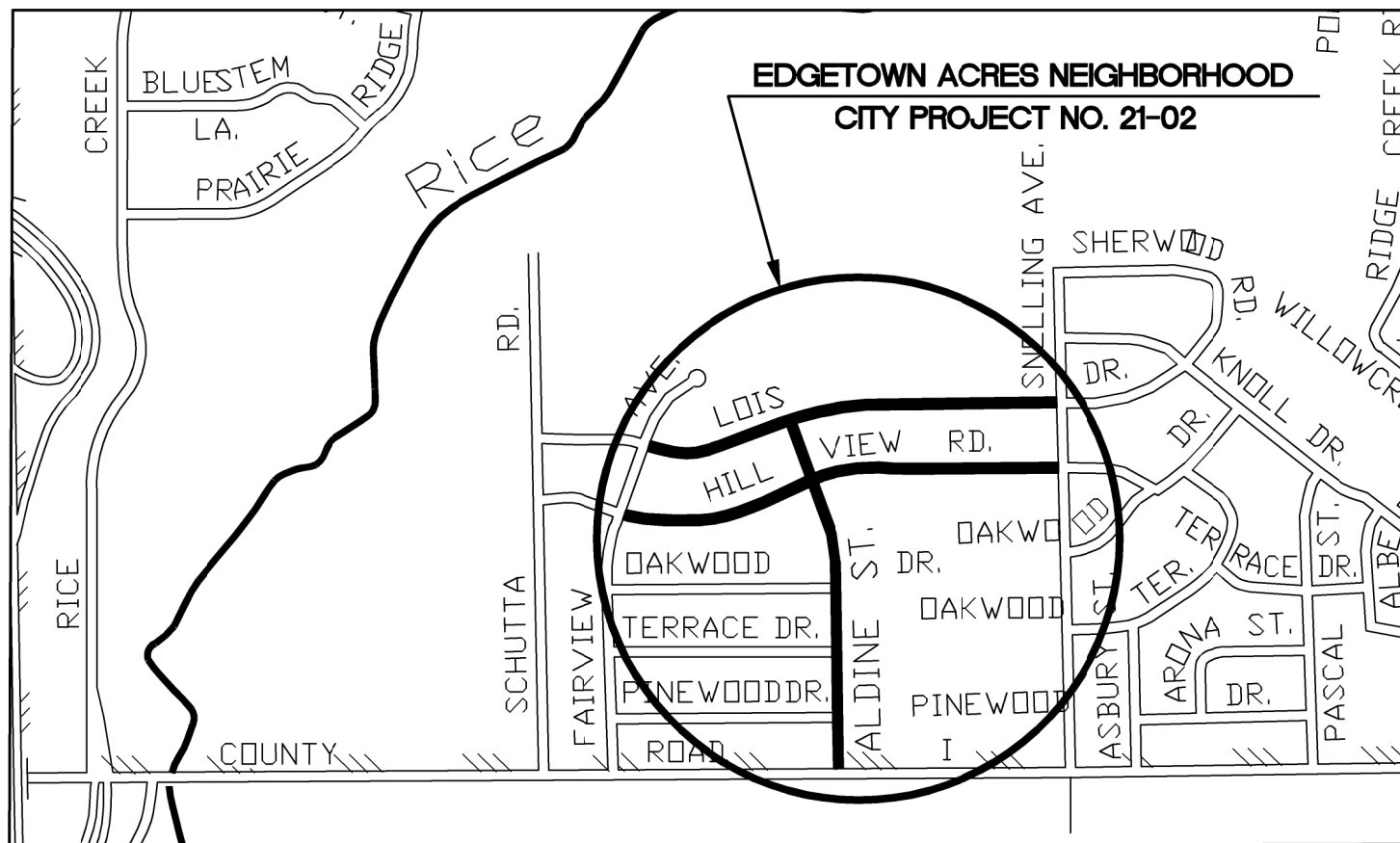
CITY PROJECT 21-02

LOCATED ON ALDINE STREET BETWEEN COUNTY ROAD I AND LOIS DRIVE

LOCATED ON HILLVIEW ROAD BETWEEN FAIRVIEW AVENUE AND SNELLING AVENUE

LOCATED ON LOIS DRIVE BETWEEN FAIRVIEW AVENUE AND SNELLING AVENUE

LOCATED ON _____ BETWEEN _____ AND _____



NOTES:
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MMUTCD, INCLUDING FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-.2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

| PLAN REVISIONS | | | |
|----------------|------|-------------|----------|
| NO. | DATE | DESCRIPTION | APPROVED |
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CITY PROJECT NO. 21-02

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2018 CEAM STANDARD SPECIFICATIONS SHALL GOVERN

INDEX

| SHEET NO. | DESCRIPTION |
|-----------|---|
| 1 | TITLE SHEET |
| 2-4 | SANITARY SEWER, WATERMAIN, STORM SEWER TABULATION |
| 5 | TYPICAL SECTIONS (STREET, PAVE DRAIN SECTIONS) |
| 6-23 | DETAIL SHEETS |
| 24 | SWPPP NOTES |
| 25-30 | EROSION CONTROL PLAN |
| 31-41 | SANITARY SEWER AND WATERMAIN PLAN AND PROFILE (21-02) |
| 42-53 | STREET AND STORM SEWER PLAN AND PROFILE (21-02) |

THIS PLAN CONTAINS 53 SHEETS



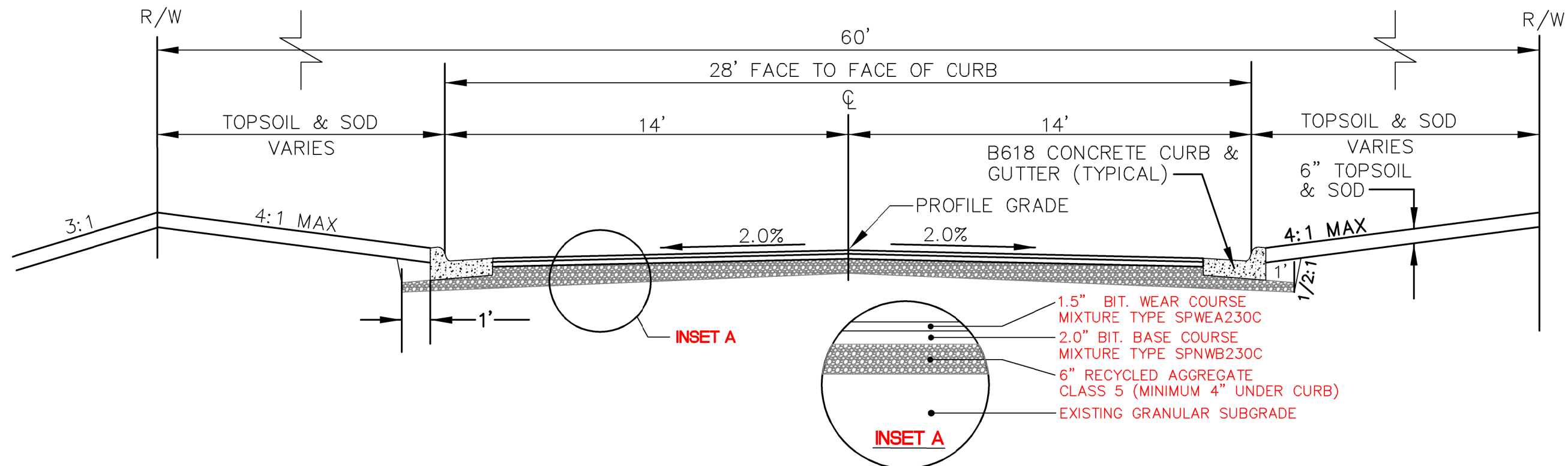
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRINT NAME: THOMAS E. WESOLOWSKI
SIGNATURE: *Thomas Wesolowski*
DATE: MARCH 15, 2021 REG NO.: 40245

LEGEND

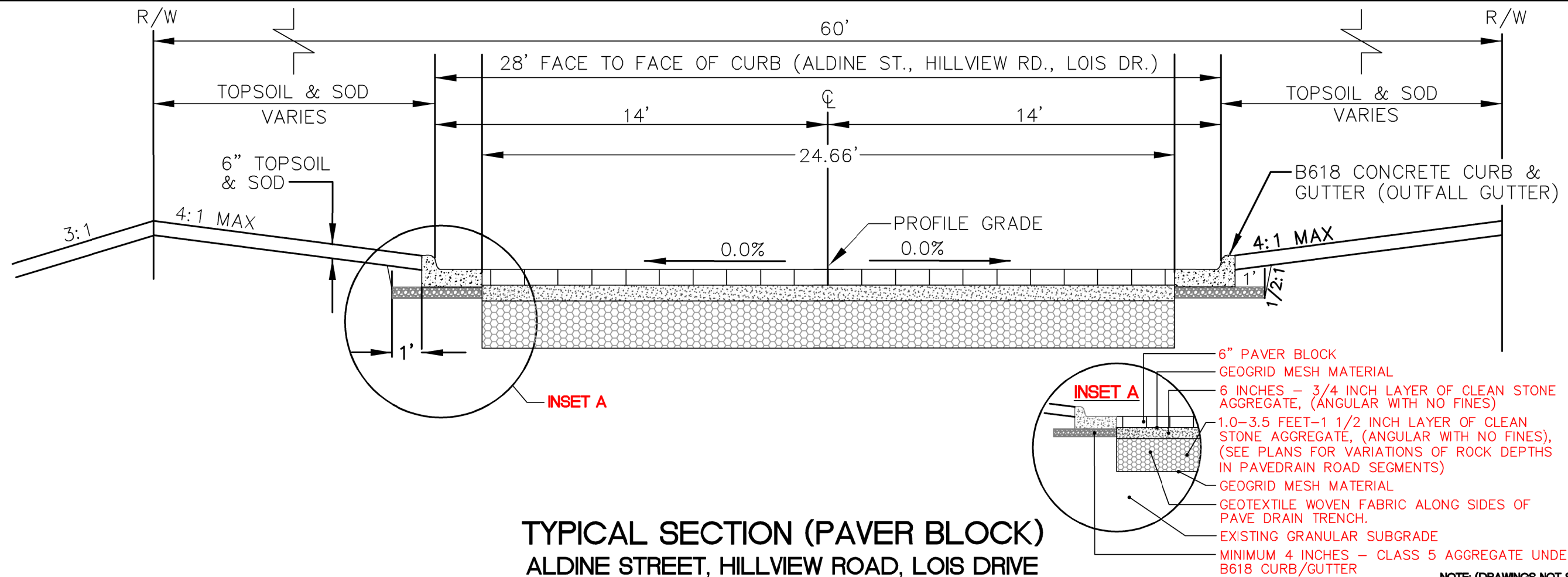
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|-----------------------------------|--|
| EXISTING MAIL BOX | |
| EXISTING CABLE TV BOX | |
| EXISTING CABLE TV BOX | |
| EXISTING STREET SIGN | |
| EXISTING TREE | |
| EXISTING LIGHT POLE | |
| EXISTING GATE VALVE | |
| EXISTING HYDRANT | |
| EXISTING RETAINING WALL | |
| EXISTING FENCE | |
| EXISTING LANDSCAPING/PLANTER | |
| EXISTING CONCRETE CURB/DRIVEWAY | |
| EXISTING BITUMINOUS CURB/DRIVEWAY | |
| EXISTING SANITARY SEWER | |
| SANITARY SEWER REPAIR | |
| PROPOSED SANITARY SEWER SERVICE | |
| EXISTING STORM SEWER | |
| PROPOSED STORM SEWER | |
| PROPOSED PERFORATED HDPE | |
| EXISTING WATER MAIN | |
| PROPOSED WATER MAIN | |
| PROPOSED WATER SERVICE | |
| PROPOSED FIRE HYDRANT & VALVE | |

EXHIBIT "A"

SHEET NO. 1 OF 53 SHEETS



TYPICAL SECTION (ROAD)
ALDINE STREET, HILLVIEW ROAD, LOIS DRIVE



TYPICAL SECTION (PAVER BLOCK)
ALDINE STREET, HILLVIEW ROAD, LOIS DRIVE

EXHIBIT "A"

| NO. | DATE | REVISIONS | BY | APP. |
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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM DULY A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNED: *Thomas E. Wesolowski*
THOMAS E. WESOLOWSKI
REG. NO. 40245 DATE: MARCH 15, 2021

DESIGNED BY: EEA
DRAWN BY: EEA
CHECKED BY: TEW



TYPICAL SECTIONS

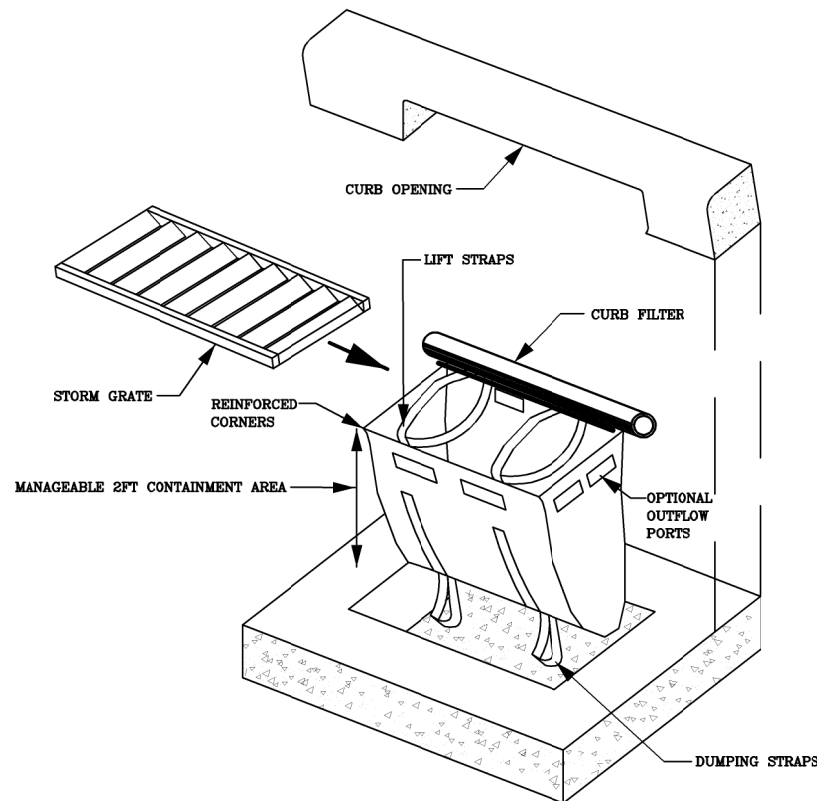
EDGETOWN ACRES STREET RECONSTRUCTION
CITY PROJECT NO. 21-02 SHEET NO. 5 OF 53 SHEETS

NOTE: (DRAWINGS NOT SCALE)

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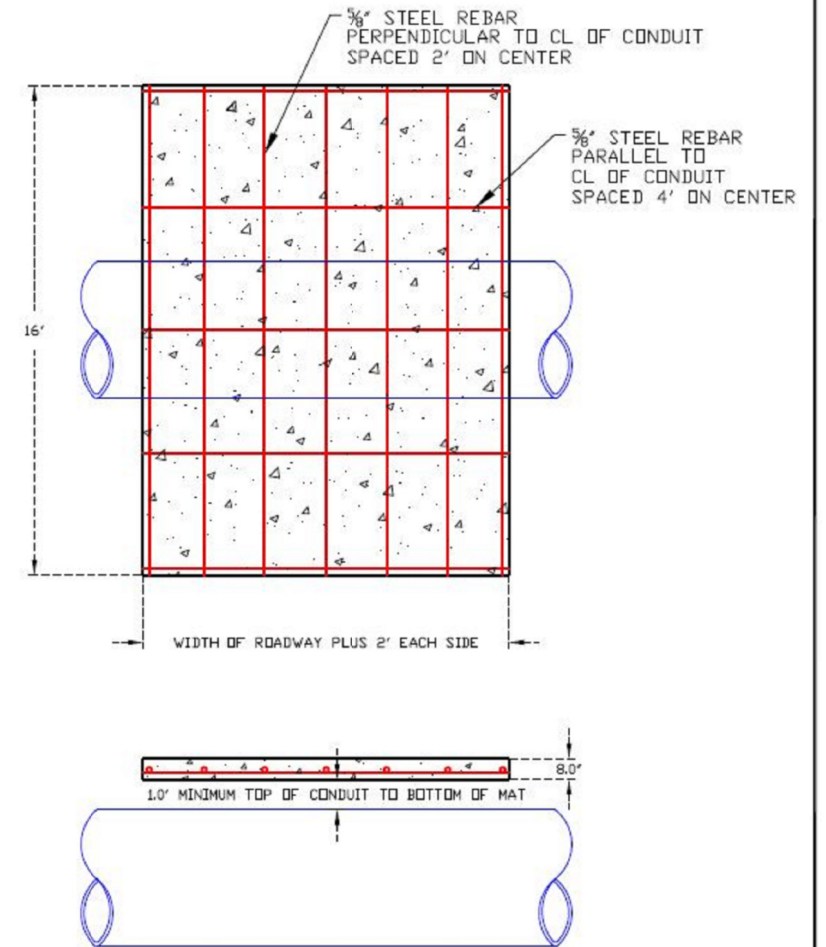
STORM SEWER STRUCTURE INLET PROTECTION

NOTES: 1. ALL EXISTING AND NEWLY INSTALLED STORM SEWER STRUCTURES SHALL HAVE A DANDY CURB SACK INSTALLED (OR APPROVED EQUAL) FOR EROSION CONTROL PROTECTION.



TYPICAL STORM SEWER INLET PROTECTION INSTALLATION

STANDARD PLATE NO. STM-6 REVISED JANUARY 2020



DR. B.M. 01/21/15
CH. XX
APPROVED: XX

SAINT PAUL REGIONAL WATER SERVICES
ST. PAUL, MINNESOTA

SCALE: NONE

8-INCH REINFORCED
CONCRETE MAT DRIVEWAY
WATER CONDUIT

REVISIONS:

A1-6644

EXHIBIT "A"

| NO. | DATE: | REVISIONS | BY | APP. |
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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM DULY A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
SIGNED: *Thomas E. Wesolowski*
THOMAS E. WESOLOWSKI
REG. NO. 40245 DATE: MARCH 15, 2021

DESIGNED BY: EEA
DRAWN BY: EEA
CHECKED BY: TEW



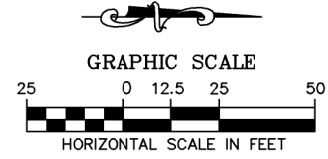
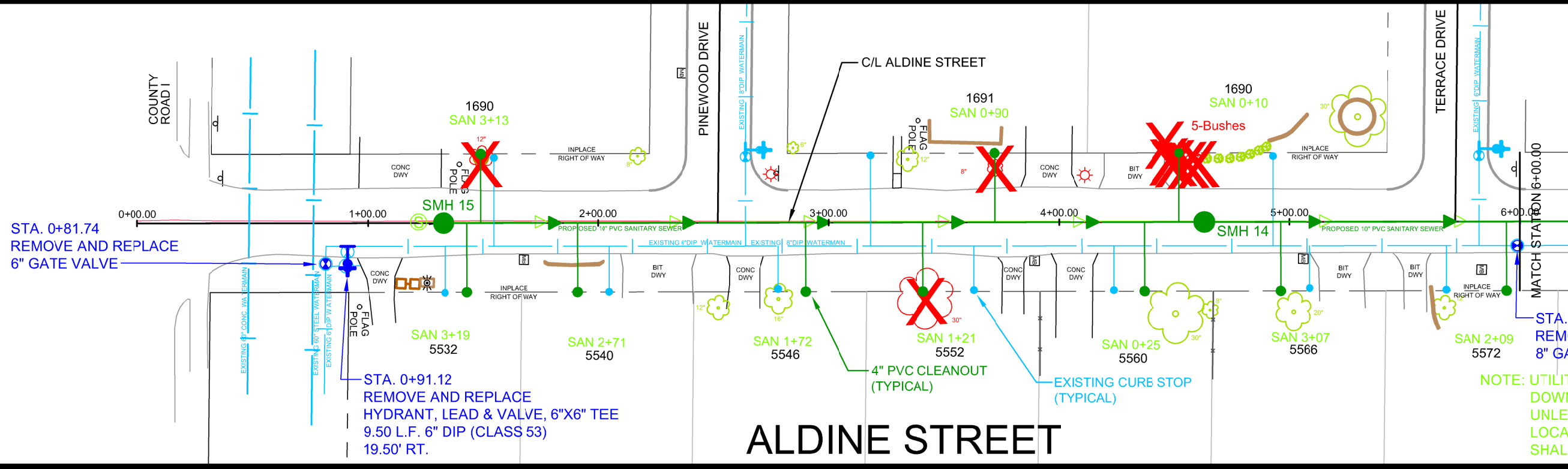
SHOREVIEW
PUBLIC WORKS

STANDARD DETAILS

EDGETOWN ACRES STREET RECONSTRUCTION

CITY PROJECT NO. 21-02

SHEET NO. 17 OF 53 SHEETS



CONSTRUCTION PRIORITY:
CONTRACTOR SHALL VERIFY AND LOCATE ALL UNDERGROUND UTILITY LOCATIONS, SIZES AND ELEVATIONS PRIOR TO CONSTRUCTION WITH RESPECTIVE UTILITY COMPANIES.

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
(651) 454-0002

STA. 0+81.74
REMOVE AND REPLACE
6" GATE VALVE

STA. 0+91.12
REMOVE AND REPLACE
HYDRANT, LEAD & VALVE, 6"X6" TEE
9.50 L.F. 6" DIP (CLASS 53)
19.50' RT.

STA. 5+98.88
REMOVE AND REPLACE
8" GATE VALVE

NOTE: UTILITIES ARE STATIONED FROM THE DOWNSTREAM SANITARY MANHOLE UNLESS OTHERWISE NOTED. SERVICE LOCATIONS ARE APPROXIMATE AND SHALL BE FIELD LOCATED AND VERIFIED.

ALDINE STREET

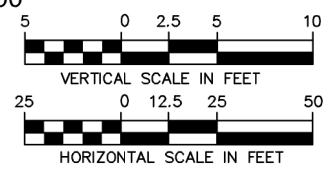
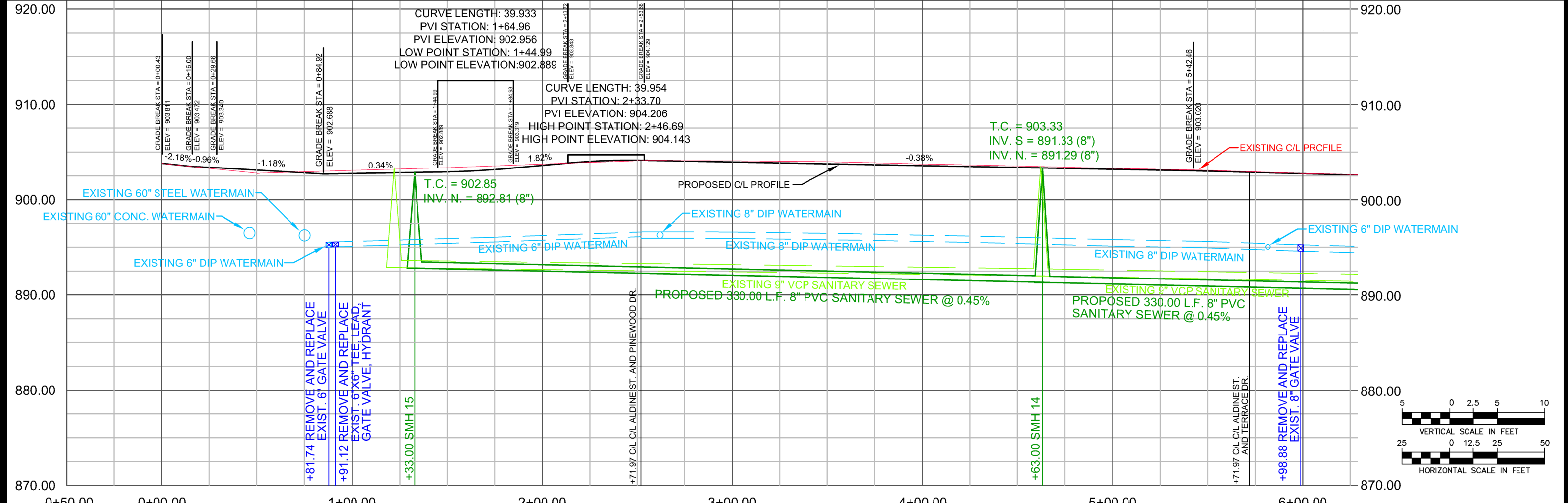


EXHIBIT "A"

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| 903.29 | 903.38 | 902.78 | 903.10 | 902.92 | 902.81 | 903.07 | 902.74 | 903.21 | 902.82 | 903.36 | 902.91 | 903.55 | 903.16 | 903.74 | 903.59 | 903.91 | 904.01 | 904.08 | 904.14 | 904.09 | 904.05 | 904.08 | 903.95 | 904.04 | 903.86 | 903.98 | 903.76 | 903.87 | 903.66 | 903.75 | 903.57 | 903.65 | 903.47 | 903.54 | 903.38 | 903.41 | 903.28 | 903.29 | 903.18 | 903.19 | 903.09 | 903.09 | 902.98 | 902.92 | 902.85 | 902.75 | 902.72 | 902.64 | 902.59 |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|

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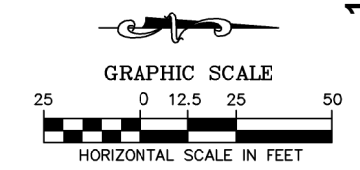
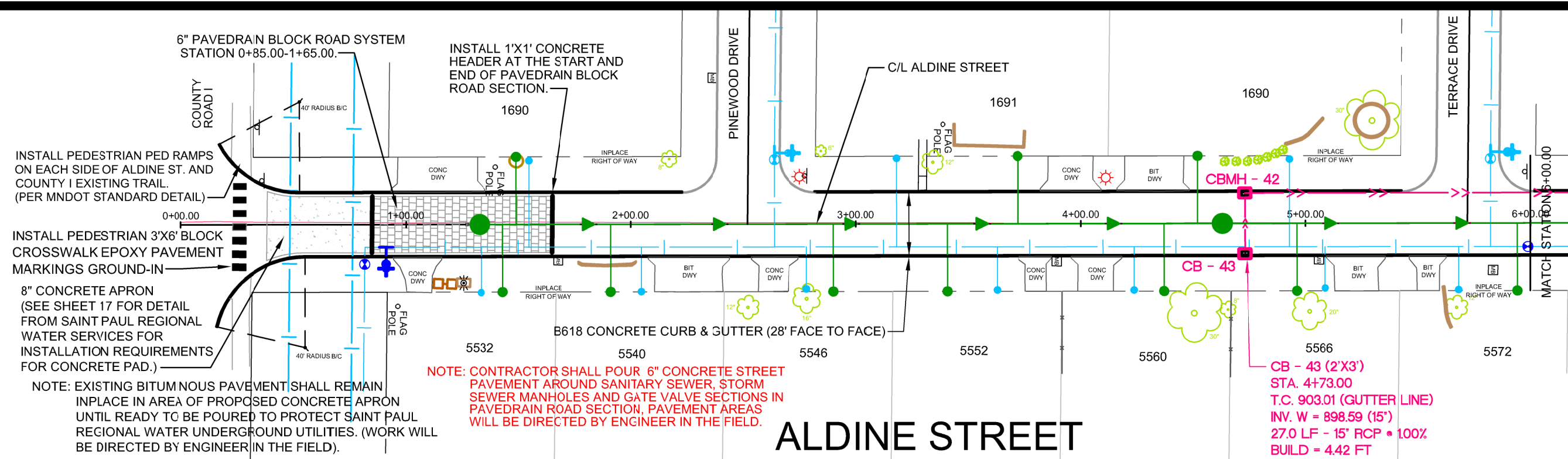
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM DULY A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 SIGNED: THOMAS E. WESOLOWSKI
 REG. NO. 40245 DATE: MARCH 15, 2021

DESIGNED BY: EEA
 DRAWN BY: EEA
 CHECKED BY: TEW



SANITARY SEWER AND WATERMAIN
 PLAN AND PROFILE

ALDINE STREET
 CITY PROJECT NO. 21-02 SHEET NO. 35 OF 53 SHEETS



CONSTRUCTION PRIORITY:
CONTRACTOR SHALL VERIFY AND LOCATE ALL UNDERGROUND UTILITY LOCATIONS, SIZES AND ELEVATIONS PRIOR TO CONSTRUCTION WITH RESPECTIVE UTILITY COMPANIES.

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
(651) 454-0002

VOLUME REDUCTION BMP'S SHALL REMAIN OFFLINE AND PROTECTED FROM EROSION AND CONSTRUCTION ACTIVITY UNTIL THE AREAS CONTRIBUTING RUNOFF TO THE BMP'S ARE PERMANENTLY STABILIZED.

CONTRACTOR SHALL PROVIDE MEASURES TO PREVENT COMPACTION OF THE SOILS WHERE VOLUME REDUCTION BMP'S ARE TO BE INSTALLED.

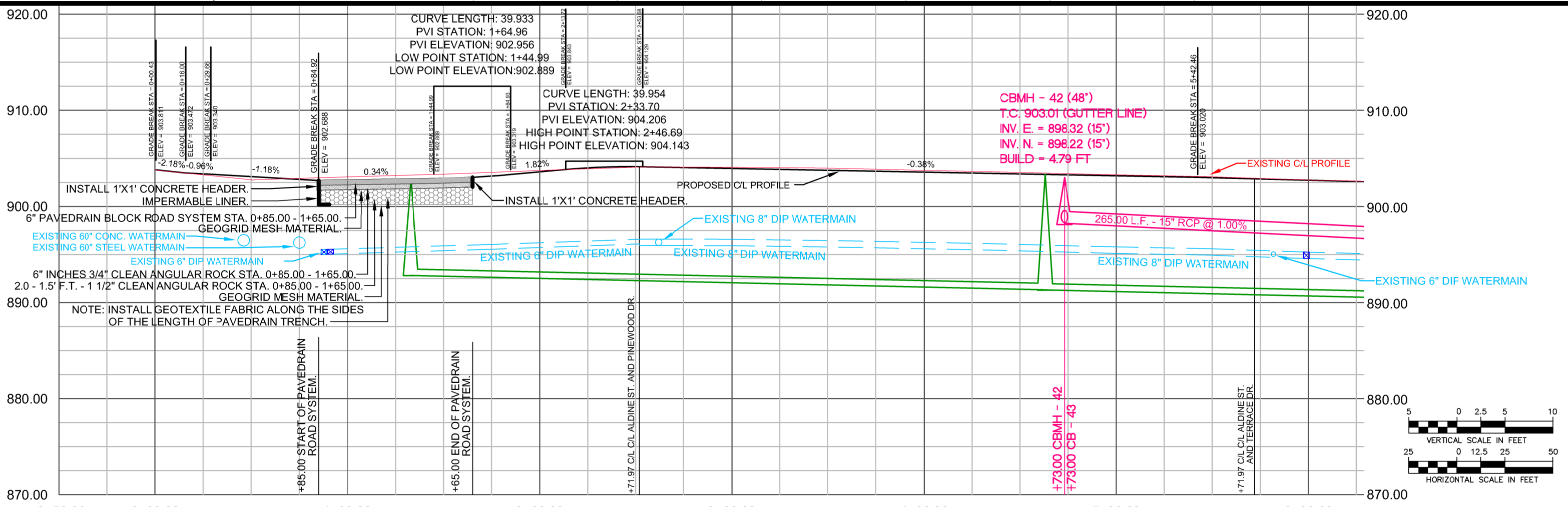


EXHIBIT "A"

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|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 903.29 | 903.38 | 902.78 | 903.10 | 902.92 | 902.81 | 903.07 | 902.74 | 903.21 | 902.82 | 903.36 | 902.91 | 903.55 | 903.16 | 903.74 | 903.59 | 903.91 | 904.01 | 904.08 | 904.14 | 904.09 | 904.05 | 904.08 | 903.95 | 904.04 | 903.86 | 903.98 | 903.76 | 903.87 | 903.66 | 903.75 | 903.57 | 903.65 | 903.47 | 903.54 | 903.38 | 903.41 | 903.28 | 903.29 | 903.18 | 903.19 | 903.09 | 903.09 | 902.98 | 902.92 | 902.85 | 902.75 | 902.72 | 902.64 | 902.59 |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|

| NO. | DATE | REVISIONS | BY APP. |
|-----|------|-----------|---------|
| | | | |

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM DULY A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

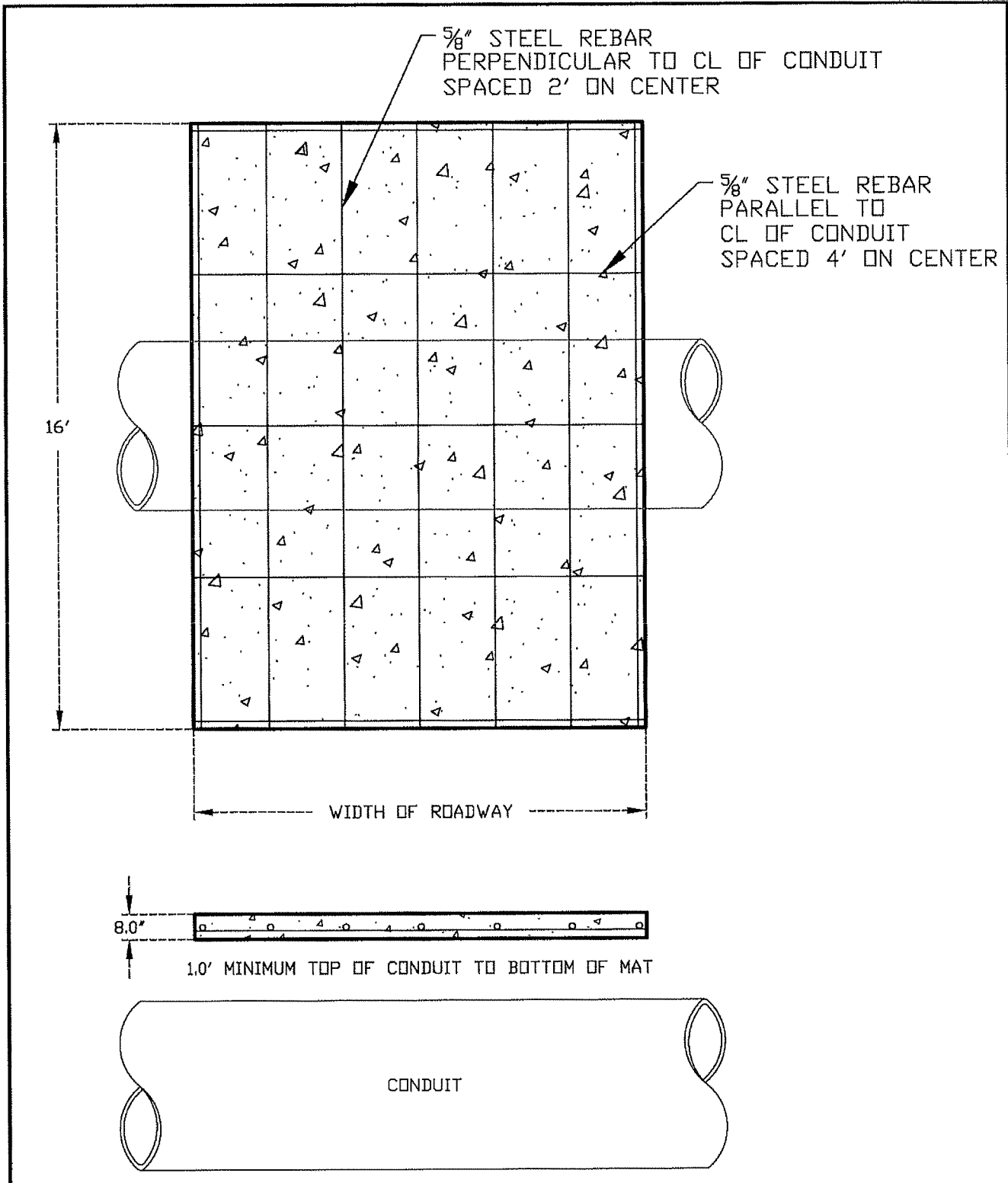
SIGNED: THOMAS E. WESOLOWSKI
REG. NO. 40245 DATE: MARCH 15, 2021

DESIGNED BY: EEA
DRAWN BY: EEA
CHECKED BY: TEW



ROAD AND STORM SEWER
PLAN AND PROFILE

ALDINE STREET
CITY PROJECT NO. 21-02 SHEET NO. 51 OF 53 SHEETS



| | | |
|------------------------------|---|-------------|
| DR. B.M. 02/03/15 | SAINT PAUL REGIONAL WATER SERVICES CITY OF ST. PAUL, MN TYPICAL CONCRETE MAT | SCALE: NONE |
| APPROVED: R.W.H. 03/10/20 | | REVISIONS: |
| | | A1-6644 |

Q:\Drawings\Cad\Standards\Standard Plates\ACAD2020 Standard Plates\PDF

"EXHIBIT B"

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

HELD APRIL 5, 2021

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on April 5, 2021, at 7:00 p.m. The following members were present:

and the following members were absent:

Council Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 21-24
APPROVING TWENTY-FIFTH RIDER TO AGREEMENT WITH
BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL
ASSOCIATED WITH THE
EDGETOWN ACRES RECONSTRUCTION – PHASE 2
CITY PROJECT 21-02

WHEREAS, pursuant to the resolution of the City Council of Shoreview on March 15, 2021, plans and specifications for the improvements of the Edgetown Acres Reconstruction – Phase 2, city project 21-02, have been approved and a bid date of April 8, 2021 has been authorized, and

WHEREAS, it is necessary to add a twenty-fifth rider to the agreement between the City of Shoreview and the Board of Water Commissioners of the City of Saint Paul for the use of and access to property owned by Saint Paul Regional Water Services as required for the Edgetown Acres Reconstruction – Phase 2.

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

The twenty-fifth rider to the agreement with the Board of Water Commissioners of the City of Saint Paul associated with the Edgetown Acres Reconstruction – Phase 2, city project 21-02 is hereby approved and authorize the Mayor and City Manager to sign said rider.

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 5th day of April 2021.

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 5th day of April 2021, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to approving the twenty-fifth rider to the agreement associated with city project 21-02.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 6th day of April 2021.

Terry Schwerm
City Manager

SEAL

Memorandum

TO: City Council
FROM: Steve Benoit
DATE: April 5, 2021
SUBJECT: Award of Quote - Waterslide Stair and Tube Slide Refurbishment, Tropics Indoor Waterpark
ITEM NUMBER: 8.i
SECTION: CONSENT AGENDA

REQUESTED MOTION

To award the quote for the refurbishment of the Tropics Indoor Waterpark waterslide stairs and tube slide to Recreation by Lemmie Jones LLC in the amount of \$142,800.

INTRODUCTION

The 2021 Capital Improvement Program includes a project for the refurbishment of the waterslide stairs and waterslide. The City Council is being asked to approve a quote to refurbish the Tropics Indoor Waterpark waterslide stairs and tube slide.

DISCUSSION

The City's 2021 Capital Improvement Program includes projects to refurbish the Tropics Indoor Waterpark waterslide stairs and tube slide. The stairs were last refurbished in 2013 and the tube slide has not been refurbished since 2012. The stair refurbishment will include replacement of the steps and stair landing areas, removing rust from and repainting the steel surfaces, and re-painting the steel support columns. The tube slide refurbishment will include buffing and waxing the interior along with hardware replacement. The City recently solicited quotes for this work as noted below:

- Recreation by Lemmie Jones LLC \$142,800
- Boland Recreation \$151,400

Recreation by Lemmie Jones LLC submitted the lowest quote for this work and is recommended by Miracle, the company that installed the waterslide. Although the cost of the hardware replacement was not included in the original project cost estimate, it will be more cost effective to do it as part of this project and will prolong the overall life of the tube slide.

The project will be funded through the City's Capital Asset Replacement Fund and scheduled

for completion during this fall's annual pool shutdown.

RECOMMENDATION

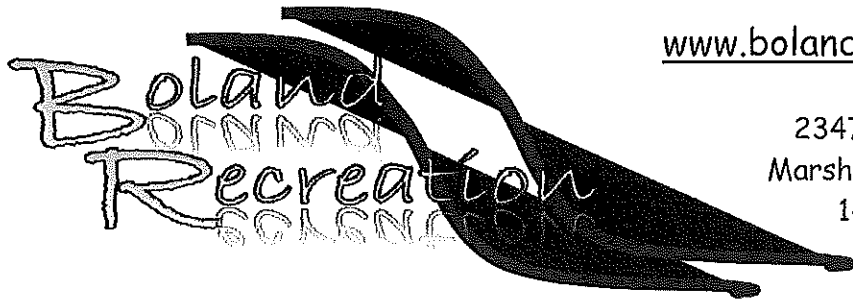
Based on the foregoing information, it is recommended that the city council award the quote to refurbish the Tropics Indoor Waterpark waterslide stairs and tube slide to Recreation by Lemmie Jones LLC in the amount of \$142,800.

ATTACHMENTS

[Boland Recreation Quote.pdf](#)

[Recreation by Lemmi Jones LLC Quote.pdf](#)

Mark Boland
Owner, Sales
Jordan Judkins
Sales, Iowa
Blake Judkins
Sales, Iowa



www.bolandrecreation.com

2347 Oak Park Road
Marshalltown, IA 50158
1-800-798-7589
641-752-7589

Maintenance Service Quote

February 25, 2021

RE: Shoreview Community Center 4580 Victoria St. North Shoreview, MN 55126

Dear Mr. Joe Kuntz:

As per your request, we are pleased to offer the following quote for Maintenance Services at the Shoreview Community Center facility.

The maintenance services provided in the program are:

- Interior Surface Waxing and Buffing 226' of Enclosed Tube Slide
- Gel Coat Repairs (Light Scratches, Chips, etc)
- Re-caulk the slide joint seams
- Stainless-Steel Hardware Replacement on Slide Flanges
- Clean & Refurbish Water Slide Tower Steel & Columns
- Remove and Replace Grating Material for Water Slide Tower & Decking

The total cost for these maintenance services are:

\$151,400.00

This maintenance proposal excludes prevailing/union wages, permits, fees, licenses, and taxes. We will need full access to the tower, electricity, and a clean water supply. Our payment terms are; 50% down payment to initiate the contract and get materials ordered, 50% final payment due at the time of completion of the work. This work is to be completed during expanded working hours and weekends.

This proposal is good for 30 days from the date of this proposal.

Should you have any questions, please contact Mark Boland at (641) 752-7589 or (800) 798-7589 or by e-mail iowaparkplace@mchsi.com

By signing below, you agree the terms and conditions of this agreement.

Contractor Signature

Owner Signature

Print Name / Title / Date

Print Name / Title / Date

Memorandum

TO: City Council

FROM: Tom Simonson , Assistant City Manager and Community Development Director

DATE: April 5, 2021

SUBJECT: Approval of Resolution No. 21-25, Authorizing Execution of Amended and Restated Tax Abatement Agreements with KJPL Shoreview, LLC (The Edison Project)

ITEM NUMBER: 8.j

SECTION: CONSENT AGENDA

REQUESTED MOTION

To adopt Resolution No. 21-25, authorizing the execution of amended and restated Tax Abatement Agreements (Phase 1 and Phase 2) with KJPL Shoreview, LLC (The Edison Project).

INTRODUCTION

KJPL Shoreview, LLC, the developer for The Edison multi-family residential rental project requested that the development agreements relating to tax abatements for affordable units be amended for both Phase 1 and 2 of the development. The request was a result of construction timing and does not impact either the amount of tax abatement awarded, nor the number of affordable units included in each project phase. Tax abatement, unlike tax increment, allows for the flexibility to shift the payment terms, making this request actionable without impacting the amount of the financial assistance.

DISCUSSION

The Edison project was approved as a planned unit development with a total of 368 rental units, including 300 apartments and 68 townhomes/carriage homes. The Phase 1 apartment building of 150 units has been completed as well as 60 townhomes and carriage homes. Construction of Phase 2 for the second 150-unit apartment building and remaining 8 carriage homes is starting this spring.

For Phase 1, the duration for the tax abatement remains 20 years, but the date of the award shifts from 2021 to 2022. This allows the developer an entire year to meet the conditions of the affordable housing units provision within the Development Agreement, whereas a 2021 date, due to construction timing didn't provide adequate time and available units to meet this condition. It should be noted that the developer has absorbed the costs of the affordable units for 2021.

Phase 2 was originally estimated to be completed by December 31, 2021. The developer has requested that the completion date be adjusted to February 28, 2023. The Phase 2 Development Agreement makes this change and shifts the date of the tax abatement assistance

from 2023 to 2024, keeping the length of the Tax Abatement at 20 years.

No other substantive changes were enacted.

RECOMMENDATION

The proposed amendments revise the dates of the tax abatement period but does not substantively change the financial terms or number of affordable units previously agreed upon. The EDA will be reviewing this action at their meeting prior to the City Council meeting on April 5th. Staff anticipates EDA support of the amendments as outlined and it is recommended the City Council approval of a resolution authorizing the execution of amended and restated Tax Abatement Agreements with KJPL Shoreview, LLC (The Edison Project). Copies of the council resolution and amended agreements for Phase 1 and 2 are included with this report for review.

ATTACHMENTS

- [Shoreview KJPL \(Phase I & II\) - Resolution No. 21-25 Authorizing Execution of Amended and Restated Tax Abatement Agreement 2021](#)
- [KJPL Shoreview, LLC - AMENDED AND RESTATED Phase 1 Tax Abatement Agreement \(no business subsidy_ housing \[80% of AMI HUD\]](#)
- [KJPL Shoreview Two, LLC - AMENDED AND RESTATED Phase 2 Tax Abatement Agreement \(no business subsidy\) housing 2021](#)

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

HELD: April 5, 2021

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Ramsey County, Minnesota, was duly called and held at the City Hall in said City on Monday, the 5th day of April, 2021, at 7:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 21-25

**RESOLUTION AUTHORIZING EXECUTION OF
AMENDED AND RESTATED TAX ABATEMENT AGREEMENTS**

BE IT RESOLVED by the City Council (the "Council") of the City of Shoreview, Minnesota (the "City"), as follows:

1. Recitals.

(a) The City has been requested to assist in financing the improvements by KJPL Shoreview, LLC, of approximately 368 units of residential housing in two phases within the City of Shoreview (the "Project").

(b) The City authorized execution of a Tax Abatement Agreement with KJPL Shoreview, LLC, a Minnesota limited liability company (the "Developer") on February 1, 2019 (the "Tax Abatement Agreement – Phase I") and authorized execution of a Tax Abatement Agreement with the Developer on February 1, 2019 (the "Tax Abatement Agreement – Phase II") (collectively, the "Tax Abatement Agreements").

(c) The Developer has requested that certain provisions of the Tax Abatement Agreements be amended and that the Project authorized in the Tax Abatement Agreement – Phase II will be owned by KJPL Shoreview, TWO, L.L.C., a Minnesota limited liability company.

(d) In connection with the request of the Developer, an Amended and Restated Tax Abatement Agreement – Phase I between the City and the Developer has been prepared and an Amended and Restated Tax Abatement Agreement – Phase II between the City and

KJPL Shoreview, TWO, L.L.C. has been prepared (collectively, the "Amended and Restated Tax Abatement Agreements").

2. Approval of Amended and Restated Tax Abatement Agreements.

(a) The City Council hereby approves the Amended and Restated Tax Abatement Agreements providing for payment of the Abatements in substantially the form submitted, and the Mayor and City Manager are hereby authorized and directed to execute the Amended and Restated Tax Abatement Agreements on behalf of the City.

(b) The approval hereby given to the Amended and Restated Tax Abatement Agreements includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Amended and Restated Tax Abatement Agreements. The execution of the Amended and Restated Tax Abatement Agreements by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Amended and Restated Tax Abatement Agreements in accordance with the terms hereof.

The motion for the adoption of the foregoing resolution was made by member _____ and duly seconded by member _____ and, upon a vote being taken thereon after full discussion thereof, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

AMENDED AND RESTATED
TAX ABATEMENT AGREEMENT
BY AND BETWEEN
CITY OF SHOREVIEW, MINNESOTA
AND
KJPL SHOREVIEW, LLC
(PHASE 1)

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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AMENDED AND RESTATED
TAX ABATEMENT AGREEMENT

THIS AMENDED AND RESTATED TAX ABATEMENT AGREEMENT ("Agreement"), made as of the 1st day of _____, 2021 ("Effective Date"), by and between City of Shoreview, Minnesota (the "City"), a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota, and KJPL Shoreview, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, the City has established a Tax Abatement Program (as defined herein); and

WHEREAS, the City believes that the development and construction of a certain Project (as defined herein), and fulfillment of this Agreement are vital and are in the best interests of the City, will result in preservation and enhancement of the tax base, provide employment opportunities and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing; and

WHEREAS, on _____, 20___, the City approved a Tax Abatement Agreement with KJPL Shoreview, LLC, a Minnesota limited liability company (the "Tax Abatement Agreement") in connection with the construction of a Project; and

WHEREAS, the City and the Developer have agreed to amend and restate the Tax Abatement Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Tax Abatement Agreement, as the same may be from time to time modified, amended or supplemented;

City means the City of Shoreview, Minnesota;

County means Ramsey County, Minnesota;

Developer means KJPL Shoreview, LLC, a Minnesota limited liability company, its successors and assigns;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1;

Project means the acquisition, construction and equipping by the Developer of 212 housing units to be located on the Tax Abatement Property;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended;

Tax Abatement Program means the actions by the City pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and undertaken in support of the Project;

Tax Abatement Property means the real property described on Exhibit A attached hereto;

Tax Abatements means \$21,500 of the City's share of semiannual real estate taxes of the Tax Abatement Property abated in accordance with the Tax Abatement Program;

Term means the period in which this Agreement shall remain in effect, commencing on the Effective Date and continuing until the earlier of (i) the date the Developer receives the Reimbursement Amount (as defined herein), or (ii) February 1, 2042, unless earlier terminated or rescinded in accordance with the terms contained herein;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, including strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City or the County) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) To finance the costs of the Project to be undertaken by the Developer, the City proposes, subject to the further provisions of this Agreement, to apply the Tax Abatements to reimburse the Developer for a portion of the costs of the Project as further provided in this Agreement.

(4) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer has the power to enter into this Agreement and to perform its obligations hereunder and is not in violation of its article of organization, member control agreement or any local, state or federal laws.

(2) The Developer is a Minnesota limited liability company, duly organized, existing and in good standing under the laws of the State and has the power to enter into this Agreement and to perform its obligations hereunder and carry out the covenants contained herein.

(3) The Developer will cause the Project to be constructed in accordance with the terms of this Agreement and all City, County, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations), including the Americans With Disabilities Act.

(4) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(8) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(9) The construction of the Project shall commence no later than June 1, 2019 and barring Unavoidable Delays, will be substantially completed by December 31, 2020.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Construction of Project; Reimbursement of Construction Costs.

(1) The Developer agrees that it will construct the Project by December 31, 2020, in accordance with the terms of this Agreement and in compliance with all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations). The Developer will obtain or cause to be obtained, in a timely manner (subject to factors outside the control of Developer), all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. The Developer will, at all times prior to the termination of this Agreement, operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

(2) Upon submission to the City of invoices relating to the cost of the construction of the Project in an amount not less than \$860,000 (the "Reimbursement Amount"), the City shall reimburse the Developer for such costs pursuant to the Abatement Program as provided in Section 3.8. In satisfaction thereof, and so long as acceptable to the City, the Developer will forward under separate email thread copies of the Developer's checks in sufficient payments to the Project's General Contractor.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer, under this Agreement, to reimburse the Developer for a portion of the construction of the Project, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured. Notwithstanding any other provisions of the Agreement, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the construction of the Project in an amount greater than \$860,000.

Section 3.3 Damage and Destruction. In the event of damage or destruction of the Project that (i) Developer chooses not to repair or rebuild, or (ii) Developer does not commence and diligently pursue such repair or rebuilding within one hundred eighty (180) days after such event of damage or destruction, the City may, with written notice to Developer, terminate this Agreement and discontinue such Tax Abatement Program for the Project as of the date of such event of damage or destruction.

Section 3.4 Compliance with Income Requirements. The Developer agrees that not less than 12 units (4 townhomes, 2 carriage house units and 6 apartment units) shall be rented to individuals and families whose income does not exceed 80% of the Area Median Income for Ramsey County, as defined by the U.S. Department of Housing and Urban Development. The Developer shall on or before December 31 of each year, until the termination of this Agreement as provided in Section 5.7, provide the City a certification evidencing compliance with the foregoing requirement in the form of certification attached hereto as Exhibit B.

Section 3.5 Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Developer, or any successors or assigns of Developer approved by the City as set forth in Section 3.5 below, during the Term.

Section 3.6 Transfer the Project and Assignment of Agreement. The Developer represents and agrees that prior to the expiration or earlier termination of this Agreement the Developer shall not assign this Agreement in conjunction with a transfer of the Project or any part thereof or any interest therein, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing reasonably satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

The City shall provide Developer with written approval or denial within thirty (30) days of Developer's request therefor. In the event of a transfer of the Project to a transferee approved by the City, Developer shall be released from liability hereunder after the date of such transfer, and the City shall look solely to such transferee to fulfill the obligation of Developer hereunder.

Section 3.7 Real Property Taxes. The Developer shall, so long as this Agreement remains in effect, pay all real property taxes with respect to all parts of the Tax Abatement Property owned by it which are payable pursuant to any statutory or contractual duty that shall accrue until title to the property is vested in another person. The Developer agrees that for tax assessments so long as this Agreement remains in effect:

(a) It will not challenge the market value of the Tax Abatement Property with any governmental entities.

(b) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Tax Abatement Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Tax Abatement Property, including delinquent tax

proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(c) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Tax Abatement Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Tax Abatement Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(d) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the ad valorem property taxation of the Tax Abatement Property so long as this Agreement remains in effect.

Section 3.8 Duration of Abatement Program. The Tax Abatement Program shall exist for a period of up to twenty (20) years beginning with real estate taxes payable in 2022 through 2041. On or before February 1 and August 1 of each year commencing August 1, 2022 until the earlier of the date that the Developer shall have received the Reimbursement Amount or February 1, 2042 the City shall pay the Developer the amount of the Tax Abatements received by the City in the previous six month period. The City may terminate the Tax Abatement Program and this Agreement at an earlier date if an Event of Default occurs and the City rescinds or cancels this Agreement as more fully set forth in Article IV herein.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Project.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

- (b) make an assignment for the benefit of its creditors; or
- (c) admit in writing its inability to pay its debts generally as they become due;

or

(d) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

(5) The holder of any mortgage on the Tax Abatement Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default (or commence and diligently pursue such Event of Default if Developer is unable to cure within such thirty (30) day period and Developer is diligently pursuing and can demonstrate progress toward curing the default). If the Developer is unable to cure or commence a cure for the Event of Default within said thirty (30) days as required above:

(a) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(b) The City may cancel and rescind this Agreement.

(c) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for and agrees to indemnify and hold harmless the City and its governing body members, officers, agents, servants, and employees against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and its governing body members, officers, agents, servants and employees, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby or the acquisition, construction, ownership, maintenance and operation of the Project.

(3) The City and its governing body members, officers, agents, servants and employees shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multifamily rental housing facility, and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

KJPL Shoreview, LLC
353 Marshall Avenue, Suite 1
St. Louis, MO 63119
Attention: Michael Lang

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Shoreview
Shoreview City Hall
4600 North Victoria Street
Shoreview, MN 55126
Attention: City Manager

- (3) with a copy addressed to or delivered personally to:

Mary L. Ippel
Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 5.7 Term. This Agreement shall remain in effect commencing on the Effective Date until the earlier of (i) the date the Developer receives the Reimbursement Amount, or (ii) February 1, 2042, unless earlier terminated or rescinded in accordance with its terms.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

KJPL SHOREVIEW, LLC, a Minnesota
limited liability company

By: _____
Its: _____

This is a signature page to the Amended and Restated Tax Abatement Agreement by and between City of Shoreview, Minnesota and KJPL Shoreview, LLC.

CITY OF SHOREVIEW, MINNESOTA

By _____
Its Mayor

ATTEST:

By _____
Its City Manager

This is a signature page to the Amended and Restated Tax Abatement Agreement by and between City of Shoreview, Minnesota and KJPL Shoreview, LLC.

EXHIBIT A

DESCRIPTION OF TAX ABATEMENT PROPERTY

Parcel Identification Numbers:

043023230128

043023230129

EXHIBIT B

CERTIFICATION OF COMPLIANCE

[attached]

City of Shoreview
Certificate of Continuing Housing Income Compliance

Date: _____

We hereby certify, as the Owner of The Edison (The Project) located in Shoreview, Minnesota, the following:

1. The required and agreed upon units (consisting of 12 units with Phase 1 and 6 units with Phase 2 for a total of 18 units) in the Project are rented to tenants whose income meets the requirements of the 80% of area median income (AMI) according to the annual limits set by the Department for Housing and Urban Development (the "Qualified Tenants"). For this measurement, all units count equally towards meeting the 80% AMI unit requirement, regardless of unit size or number of bedrooms.
2. The Owner has received an annual income certification from each Qualified Tenant and has verified the income of each Qualified Tenant.
3. All units in the Project were for use by the general public and are used on a non-transient basis.
4. Each building/unit in the Project was suitable for occupancy, taking into account local health, safety, and building codes.
5. If a qualified unit in the Project became vacant during the year, reasonable attempts were or are being made to rent that unit or the next available unit of comparable or smaller size to a Qualified Tenant having an income not exceeding 80% of AMI.
6. In renting residential units in the Project, the Owner has not given preference to any particular group or class of persons (except for persons who qualify as Qualified Tenants).
7. The annual income certification received from each tenant occupying a qualified unit has been used to determine whether that tenant is income qualifying. The Owner acknowledges that that City of Shoreview may require the owner to provide additional information reasonably necessary to assess the accuracy of such certification.

| NO. | UNIT NUMBER OR ADDRESS | UNIT TYPE | LAST NAME, FIRST NAME | NUMBER OF INDIVIDUALS | INCOME FOR CURRENT YEAR | MOVE IN DATE |
|-----|------------------------|-----------|-----------------------|-----------------------|-------------------------|--------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
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| 15. | | | | | | |
| 16. | | | | | | |
| 17. | | | | | | |
| 18. | | | | | | |

The information provided in this Certificate of Continuing Program Compliance is accurate and complete, and no matters have come to the attention of the Owner which would indicate that any of the information provided herein, or in any Certification of Tenant Eligibility, obtained from the tenants herein, is inaccurate or incomplete in any respect.

We have hereunto affixed our signature:

Name (Printed) _____

Signature _____

Title _____

AMENDED AND RESTATED
TAX ABATEMENT AGREEMENT
BY AND BETWEEN
CITY OF SHOREVIEW, MINNESOTA
AND
KJPL SHOREVIEW TWO, L.L.C.

(PHASE II)

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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AMENDED AND RESTATED
TAX ABATEMENT AGREEMENT

THIS AMENDED AND RESTATED TAX ABATEMENT AGREEMENT ("Agreement"), made as of the 1st day of _____, 2021 ("Effective Date"), by and between City of Shoreview, Minnesota (the "City"), a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota, and KJPL Shoreview TWO, L.L.C., a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, the City has established a Tax Abatement Program (as defined herein); and

WHEREAS, the City believes that the development and construction of a certain Project (as defined herein), and fulfillment of this Agreement are vital and are in the best interests of the City, will result in preservation and enhancement of the tax base, provide employment opportunities and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing; and

WHEREAS, on _____, 20____, the City approved a Tax Abatement Agreement with KJPL Shoreview TWO, L.L.C., a Minnesota limited liability company (the "Tax Abatement Agreement") in connection with the construction of a Project; and

WHEREAS, the City and the Developer have agreed to amend and restate the Tax Abatement Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Tax Abatement Agreement, as the same may be from time to time modified, amended or supplemented;

City means the City of Shoreview, Minnesota;

County means Ramsey County, Minnesota;

Developer means KJPL Shoreview TWO, L.L.C., a Minnesota limited liability company, its successors and assigns;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1;

Project means the acquisition, construction and equipping by the Developer of 156 housing units to be located on the Tax Abatement Property;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended;

Tax Abatement Program means the actions by the City pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and undertaken in support of the Project;

Tax Abatement Property means the real property described on Exhibit A attached hereto;

Tax Abatements means \$11,000 of the City's share of semiannual real estate taxes of the Tax Abatement Property abated in accordance with the Tax Abatement Program;

Term means the period in which this Agreement shall remain in effect, commencing on the Effective Date and continuing until the earlier of (i) the date the Developer receives the Reimbursement Amount (as defined herein), or (ii) February 1, 2044, unless earlier terminated or rescinded in accordance with the terms contained herein;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, including strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City or the County) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) To finance the costs of the Project to be undertaken by the Developer, the City proposes, subject to the further provisions of this Agreement, to apply the Tax Abatements to reimburse the Developer for a portion of the costs of the Project as further provided in this Agreement.

(4) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer has the power to enter into this Agreement and to perform its obligations hereunder and is not in violation of its article of organization, member control agreement or any local, state or federal laws.

(2) The Developer is a Minnesota limited liability company, duly organized, existing and in good standing under the laws of the State and has the power to enter into this Agreement and to perform its obligations hereunder and carry out the covenants contained herein.

(3) The Developer will cause the Project to be constructed in accordance with the terms of this Agreement and all City, County, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations), including the Americans With Disabilities Act.

(4) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(8) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(9) The construction of the Project shall commence no later than July 1, 2021 and barring Unavoidable Delays, will be substantially completed by February 28, 2023.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Construction of Project; Reimbursement of Construction Costs.

(1) The Developer agrees that it will construct the Project by February 28, 2023, in accordance with the terms of this Agreement and in compliance with all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations). The Developer will obtain or cause to be obtained, in a timely manner (subject to factors outside the control of Developer), all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. The Developer will, at all times prior to the termination of this Agreement, operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

(2) Upon submission to the City of invoices relating to the cost of the construction of the Project in an amount not less than \$440,000 (the "Reimbursement Amount"), the City shall reimburse the Developer for such costs pursuant to the Abatement Program as provided in Section 3.8.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer, under this Agreement, to reimburse the Developer for a portion of the construction of the Project, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured. Notwithstanding any other provisions of the Agreement, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the construction of the Project in an amount greater than \$440,000.

Section 3.3 Damage and Destruction. In the event of damage or destruction of the Project that (i) Developer chooses not to repair or rebuild, or (ii) Developer does not commence and diligently pursue such repair or rebuilding within one hundred eighty (180) days after such event of damage or destruction, the City may, with written notice to Developer, terminate this Agreement and discontinue such Tax Abatement Program for the Project as of the date of such event of damage or destruction.

Section 3.4 Compliance with Income Requirements. The Developer agrees that not less than 6 units (1 carriage home unit and 5 apartment units) shall be rented to individuals and families

whose income does not exceed 80% of the Area Median Income for Ramsey County, as defined by the U.S. Department of Housing and Urban Development. The Developer shall on or before December 31 of each year, until the termination of this Agreement as provided in Section 5.7, provide the City a certification evidencing compliance with the foregoing requirement in the form of certification attached hereto as Exhibit B.

Section 3.5 Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Developer, or any successors or assigns of Developer approved by the City as set forth in Section 3.5 below, during the Term.

Section 3.6 Transfer the Project and Assignment of Agreement. The Developer represents and agrees that prior to the expiration or earlier termination of this Agreement the Developer shall not assign this Agreement in conjunction with a transfer of the Project or any part thereof or any interest therein, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing reasonably satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

The City shall provide Developer with written approval or denial within thirty (30) days of Developer's request therefor. In the event of a transfer of the Project to a transferee approved by the City, Developer shall be released from liability hereunder after the date of such transfer, and the City shall look solely to such transferee to fulfill the obligation of Developer hereunder.

Section 3.7 Real Property Taxes. The Developer shall, so long as this Agreement remains in effect, pay all real property taxes with respect to all parts of the Tax Abatement Property owned by it which are payable pursuant to any statutory or contractual duty that shall accrue until title to the property is vested in another person. The Developer agrees that for tax assessments so long as this Agreement remains in effect:

(a) It will not challenge the market value of the Tax Abatement Property with any governmental entities.

(b) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Tax Abatement Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Tax Abatement Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(c) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Tax Abatement Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Tax Abatement Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(d) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the ad valorem property taxation of the Tax Abatement Property so long as this Agreement remains in effect.

Section 3.8 Duration of Abatement Program. The Tax Abatement Program shall exist for a period of up to twenty (20) years beginning with real estate taxes payable in 2024 through 2043. On or before February 1 and August 1 of each year commencing August 1, 2024 until the earlier of the date that the Developer shall have received the Reimbursement Amount or February 1, 2044 the City shall pay the Developer the amount of the Tax Abatements received by the City in the previous six month period. The City may terminate the Tax Abatement Program and this Agreement at an earlier date if an Event of Default occurs and the City rescinds or cancels this Agreement as more fully set forth in Article IV herein.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Project.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due;
or

(d) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

(5) The holder of any mortgage on the Tax Abatement Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default (or commence and diligently pursue such Event of Default if Developer is unable to cure within such thirty (30) day period and Developer is diligently pursuing and can demonstrate progress toward curing the default). If the Developer is unable to cure or commence a cure for the Event of Default within said thirty (30) days as required above:

(a) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(b) The City may cancel and rescind this Agreement.

(c) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be

limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for and agrees to indemnify and hold harmless the City and its governing body members, officers, agents, servants, and employees against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and its governing body members, officers, agents, servants and employees, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby or the acquisition, construction, ownership, maintenance and operation of the Project.

(3) The City and its governing body members, officers, agents, servants and employees shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multifamily rental housing facility, and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

KJPL Shoreview TWO, L.L.C.
353 Marshall Avenue, Suite 1
St. Louis, MO 63119
Attention: Bridget Clanton

- (2) in the case of the Developer is addressed to or delivered personally to:

Husch Blackwell LLP
The Plaza in Clayton
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Attention: Andy Crosset
Phone: 314-480-1638

- (3) in the case of the City is addressed to or delivered personally to the City at:

City of Shoreview
Shoreview City Hall
4600 North Victoria Street
Shoreview, MN 55126
Attention: City Manager

- (4) with a copy addressed to or delivered personally to:

Mary L. Ippel
Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 5.7 Term. This Agreement shall remain in effect commencing on the Effective Date until the earlier of (i) the date the Developer receives the Reimbursement Amount, or (ii) February 1, 2044, unless earlier terminated or rescinded in accordance with its terms.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

KJPL SHOREVIEW TWO, L.L.C., a
Minnesota limited liability company

By: _____
Its: _____

This is a signature page to the Amended and Restated Tax Abatement Agreement by and between City of Shoreview, Minnesota and KJPL Shoreview TWO, L.L.C..

CITY OF SHOREVIEW, MINNESOTA

By _____
Its Mayor

ATTEST:

By _____
Its City Manager

This is a signature page to the Amended and Restated Tax Abatement Agreement by and between City of Shoreview, Minnesota and KJPL Shoreview TWO, L.L.C..

EXHIBIT A

DESCRIPTION OF TAX ABATEMENT PROPERTY

Parcel Identification Number: 043023230130

EXHIBIT B

CERTIFICATION OF COMPLIANCE

[attached]

City of Shoreview
Certificate of Continuing Housing Income Compliance

Date: _____

We hereby certify, as the Owner of The Edison (The Project) located in Shoreview, Minnesota, the following:

1. The required and agreed upon units (consisting of 12 units with Phase 1 and 6 units with Phase 2 for a total of 18 units) in the Project are rented to tenants whose income meets the requirements of the 80% of area median income (AMI) according to the annual limits set by the Department for Housing and Urban Development (the "Qualified Tenants"). For this measurement, all units count equally towards meeting the 80% AMI unit requirement, regardless of unit size or number of bedrooms.
2. The Owner has received an annual income certification from each Qualified Tenant and has verified the income of each Qualified Tenant.
3. All units in the Project were for use by the general public and are used on a non-transient basis.
4. Each building/unit in the Project was suitable for occupancy, taking into account local health, safety, and building codes.
5. If a qualified unit in the Project became vacant during the year, reasonable attempts were or are being made to rent that unit or the next available unit of comparable or smaller size to a Qualified Tenant having an income not exceeding 80% of AMI.
6. In renting residential units in the Project, the Owner has not given preference to any particular group or class of persons (except for persons who qualify as Qualified Tenants).
7. The annual income certification received from each tenant occupying a qualified unit has been used to determine whether that tenant is income qualifying. The Owner acknowledges that that City of Shoreview may require the owner to provide additional information reasonably necessary to assess the accuracy of such certification.

| NO. | UNIT NUMBER OR ADDRESS | UNIT TYPE | LAST NAME, FIRST NAME | NUMBER OF INDIVIDUALS | INCOME FOR CURRENT YEAR | MOVE IN DATE |
|-----|------------------------|-----------|-----------------------|-----------------------|-------------------------|--------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
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| 17. | | | | | | |
| 18. | | | | | | |

The information provided in this Certificate of Continuing Program Compliance is accurate and complete, and no matters have come to the attention of the Owner which would indicate that any of the information provided herein, or in any Certification of Tenant Eligibility, obtained from the tenants herein, is inaccurate or incomplete in any respect.

We have hereunto affixed our signature:

Name (Printed) _____

Signature _____

Title _____

Memorandum

TO: City Council
FROM: Terry Schwerm , City Manager
DATE: April 5, 2021
SUBJECT: Approval of Ordinance Amendment - City Code Section 601 - Animal Licensing and Control
ITEM NUMBER: 10.a
SECTION: GENERAL BUSINESS

REQUESTED MOTION

To approve ordinance no. 993 amending city code section 601 - Animal Licensing and Control to discontinue the city's pet licensing requirements for dogs and cats.

INTRODUCTION

The city council reviewed and discussed the city's animal licensing requirements pertaining to dogs and cats at its December workshop meeting. After discussing the fairly low percentage of pets that are licensed relative to the pet ownership in the city, the council provided direction to the staff to draft an ordinance amendment that would discontinue the requirement to license dogs and cats. The council is being asked to adopt ordinance no. 993 that would amend city code section 601 - Animal Licensing and Control to eliminate the requirement to license dogs and cats in the city.

DISCUSSION

Section 601.020 of the Shoreview city code requires that residents obtain licenses for their dogs and cats. This requirement has been in place for many years. The two primary reasons for this licensing requirement is to insure that pets in Shoreview have received their rabies vaccination and to be able identify lost pets and return them to their owners. The city currently has about 600 active pet licenses. The cost of the license is \$10 and it brings in about \$2,500 - \$3,000 of revenue per year. Based on a formula from the American Veterinary Medical Association, it is estimated that there are more than 6,000 dogs and as many as 5,000 cats in the city. Based on these numbers, the city is only licensing 5% - 10% of the pets in the city that are technically required to have a license.

One of the biggest reason that cities are involved in licensing pets is to insure that they receive their rabies vaccine. While staff believes that requiring a rabies vaccine is important, only licensing 5% - 10% of the pets in the city does not significantly increase public safety. Staff believes a much higher percentage of pets are vaccinated, however many residents choose not to license their pets. It is still recommended that the city code include a requirement for dogs and cats to receive their rabies vaccine. The second reason for licensing pets is to have a method of reuniting lost pets with their owners. In discussing this topic with the Sheriff Department's Animal Control Officer, he indicated that only in very rare circumstances has he been able to return a lost pet to an owner because it was licensed at the city. It is becoming

increasingly common for pet owners to microchip their pet so that it can be found and identified if it wanders away from home.

There has been a growing trend across the metro area for cities to move away from licensing dogs and cats. Several cities including Chanhassen, Crystal, New Brighton, Golden Valley, Prior Lake, Minnetonka, Plymouth, and Maple Grove have decided not to license dogs and cats. Their ordinances typically require dogs to have some sort of identification (which could include a microchip). In addition, most of the ordinances also require that dogs, cats, and ferrets obtain their rabies vaccination. Although the cities do not track the information through a animal license, pet owners could be fined if their pets have not been vaccinated and there is an incident. These cities continue to have other provisions in their animal control regulations including limits on the number of pets that each household can have, potentially dangerous and dangerous dog designations, time limits on barking dogs, and requirements that dog owners clean up after their pets.

At the December workshop meeting the city council reviewed and discussed the animal licensing and control ordinance and, based on the information presented, provided direction to the staff to amend the ordinance to eliminate the dog and cat licensing requirement. The city attorney has drafted the necessary modifications to the ordinance to make this change to the city's pet licensing requirements.

RECOMMENDATION

Based on the foregoing information, it is recommended that the city council adopt ordinance no. 993 amending Section 601 - Animal Licensing and Control of the city code to eliminate the requirement to license dogs and cats in the city.

ATTACHMENTS

[Ordinance 993](#)

CITY OF SHOREVIEW

ORDINANCE NO. 993

AN ORDINANCE OF THE CITY OF SHOREVIEW, MINNESOTA, AMENDING SECTION 601, ANIMAL LICENSING AND CONTROL

The Shoreview City Council ordains that Section 601 of the Shoreview Municipal Code is hereby amended by removing language requiring dogs and cats to be licensed. (New language is underlined and highlighted red; stricken text is proposed for deletion)

601 Animal Licensing and Control

601.020 Licenses Required. The following animal licenses shall be required within the City of Shoreview.

~~(A) Dog/cat license:~~

~~(1) Exceptions. All dogs and cats within the City of Shoreview shall be licensed except the following:~~

~~(a) Dogs and cats less than six (6) months of age;~~

~~(b) Dogs and cats whose owners are temporary visitors within the City for thirty (30) days or less;~~

~~(c) Dogs and cats which are brought into the City for appearances in an animal show;~~

~~(d) Dogs being used by law enforcement officers.~~

~~(2) Application. Within thirty (30) days after acquiring possession of a dog or cat which has not been licensed by the City of Shoreview, the owner of the dog or cat shall make application for a dog or cat license. The application shall be on forms provided by the City Manager.~~

~~(3) Vaccination. The applicant for a dog or cat license shall provide proof that the animal has been vaccinated with anti-rabies vaccine certified to be effective by a licensed veterinarian.~~

~~(4) License Fee. The license fee for each dog or cat must be submitted with the application. The fee will be established by City Council Resolution.~~

- ~~(5) Duration of License. A license shall be issued for a period of time not to exceed the expiration date of the rabies vaccination. No dog or cat license shall be renewed without proof of vaccination.~~
- ~~(6) Issuance of License. Upon completion of the application form, receipt of the license fee and receipt of the proof of vaccination, the City Manager shall cause a dog or cat license to be issued to the applicant for a particular dog or cat.~~
- ~~(7) Receipt and Tags. The City Manager shall issue a license fee receipt to the applicant along with a metallic dog or cat license tag. The applicant shall permanently affix the tag by a metal fastening device to the collar of the licensed animal in a manner that allows the tag to be easily observed. If a tag is lost, a duplicate may be issued by the City Manager upon presentation of a receipt showing payment of the initial license fee and upon payment of an additional fee for each duplicate tag.~~
- ~~(8) Change of Address. An applicant who has obtained a dog or cat license shall notify the City Manager of applicant's address changes within the corporate limits of the City within ten (10) days of any address change.~~
- ~~(9) Counterfeit Tags. No person shall counterfeit or attempt to counterfeit dog or cat license tags.~~
- ~~(10) Transfer of Tags. No person shall transfer a dog or cat tag from one dog or cat to another.~~

601.030 Regulations.

- (A) Except as herein provided, the owner of an animal within the City of Shoreview shall cause such animal to be confined to the individual's property by adequate fencing, leash or enclosure.
- (B) The owner of a female dog or cat in heat shall confine such animal to the owner's property or any veterinary hospital/clinic, in such manner that such female dog or cat cannot come into contact with other animals, except for intentional breeding purposes.
- (C) Except in designated off leash areas, the owner of an animal within the City of Shoreview shall cause such animal to be restrained at all times while in a public place including but not limited to school properties, trails, parks, open space areas and streets.

- (D) The owner of an animal within the City of Shoreview shall prevent the animal from becoming a nuisance by barking, baying, crying or howling in any manner for at least five (5) continuous minutes or intermittently for unreasonable lengths of time.
- (E) Cleaning up litter:
- (1) The owner of an animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner.
 - (2) The owner of an animal shall not permit such animal to be on public property or the private property of another without having in the owner's immediate possession, a device for the removal of feces and a proper receptacle located on the property of such animal owner.
 - (3) The owner of an animal shall remove feces left by such animal on public property or the private property of another to a proper receptacle located on property of the animal owner.
- (F) No person shall keep more than three (3) dogs, three (3) cats, three (3) Vietnamese Potbellied Pigs or four (4) chickens on residentially zoned property. The total number of ~~combined licensed~~ animals per residentially zoned property shall not exceed four (4), with chickens considered one (1) licensed animal.
- (G) The owner shall confine within a building or a secure enclosure, every wild animal, dangerous animal, or potentially dangerous animal, and shall not take such animal out of such building or secure enclosure, unless such animal is securely muzzled.
- (H) It shall be unlawful for any dog or cat owner to keep or maintain any dog or cat older than six (6) months of age unless it shall have been vaccinated with an anti-rabies vaccine certified to be effective by a licensed veterinarian. ~~No license renewal shall be issued except upon compliance with this section.~~ Proof of vaccination shall be provided to the city within 48 hours of the demand of a city employee or contractor.
- (I) A person who uses a dog for security purposes within the City of Shoreview shall post a warning notice at the entrance of the premises.
- (J) It shall be unlawful for a person to keep or harbor a dangerous animal, other than a Dangerous Dog or Potentially Dangerous Dog as hereinafter provided, or an unlicensed wild animal within the City.

- (K) The owner of an animal within the City of Shoreview shall provide said animal with sufficient, wholesome food and water; proper shelter and protection from weather; veterinary care when needed to prevent suffering; and with humane care and treatment.
- (L) No person shall beat, torment or otherwise abuse an animal or cause or permit an animal fight.
- (M) The owner of a dog that has been determined to be a dangerous animal by the City's Animal Control Officer shall comply with the provisions of Minnesota Statutes §347.50 through §347.56. The determination of the City's Animal Control Officer shall be final.

Adoption Date: Passed by the City Council of the City of Shoreview on the _____ of _____, 2020.

Effective Date: This ordinance shall become effective the day following its publication in the City's official newspaper.

Publication Date: Published on the ____ of _____, 2021.

Sandra C. Martin, Mayor

Memorandum

TO: City Council
FROM: Renee Eisenbeisz , Assistant City Manager
DATE: April 5, 2021
SUBJECT: Adopt Vision, Mission, and Core Values for the City of Shoreview
ITEM NUMBER: 10.b
SECTION: GENERAL BUSINESS

REQUESTED MOTION

To adopt the updated vision, mission, and core values for the City of Shoreview.

INTRODUCTION

One of the goals identified by the city council during its most recent goal setting session was to clearly articulate Shoreview's work environment and culture. Some of the key elements of this goal included updating the city's mission statement and creating a vision statement and core values. The city council reviewed the draft items at their workshop last month and is now being asked to formally adopt the updated vision, mission, and values for the City of Shoreview.

DISCUSSION

The City of Shoreview has not updated its mission statement in many years. The below mission statement was developed in 1986 and is fairly lengthy. It has not been utilized a great deal by either the city council or staff.

The Shoreview City Council, appointees, and staff are committed to providing a community environment that is managed in an effective, accountable, and efficient manner, and to enhance that quality of life which characterizes our community. Further, it is our desire that Shoreview will provide its residents with those physical amenities which make our community a well-rounded social structure in which residents may live work and play.

We strive to inform all residents of public issues and listen to their concerns for consideration in community policy.

Although this statement does have many characteristics of the city incorporated within it, the overall mission statement is too long and not very memorable or easily usable with the city council or staff.

As noted above, one of the goals identified in the most recent goal setting session is to ensure that Shoreview's culture and values continue as members of the council and staff retire. Part of this goal included updating the mission statement and creating a vision statement and core values. Below are definitions of vision and mission statements and core values.

- Vision statement -What your organization (city) wants to be in the future - intended to be an aspiration statement
- Mission statement - An organization's purpose and plans for the present based on what it wants to achieve
- Core values - Identifying the key values that are critical to organizational success

Based on this information, staff created the following vision, mission, and core values. More information on the core values is attached.

Vision

To be a welcoming community that provides quality services, safe and beautiful neighborhoods, a vibrant economy, and exceptional recreational opportunities.

Mission

To foster community pride and create a high quality of life by providing exceptional services and amenities.

Core values

- Welcoming community
- Health and wellness
- Open and honest government
- Innovative and collaborative
- Customer service
- Stewardship
- Visionary
- Communications and engagement

Once adopted, staff will share these statements with residents and employees. The vision, mission, and core values will be incorporated into everyday decision making as well as employee orientations. It will be important for all of our employees to understand these expectations and that high quality services be provided to our residents and guests.

RECOMMENDATION

It is recommended that the city council adopt the updated vision, mission, and core values for the City of Shoreview.

ATTACHMENTS

[Shoreview's vision, mission, and values](#)

Shoreview's vision, mission, and values

Vision

To be a welcoming community that provides quality services, safe and beautiful neighborhoods, a vibrant economy, and exceptional recreational opportunities.

Mission

To foster community pride and create a high quality of life by providing exceptional services and amenities.

Core values

Welcoming community

We take great pride in being a welcoming community and providing a high quality of life.

Health and wellness

We provide outstanding facilities and programs that enhance the health and wellness for residents of all ages.

Open and honest government

We provide an open and accessible government. We demonstrate the highest standards of personal integrity, equity, and honesty.

Innovative and collaborative

We support innovative and collaborative efforts that continuously improve our services, programs, and facilities.

Customer service

We provide high quality, customer-focused service. We treat everyone with respect, courtesy, and dignity.

Stewardship

We preserve, protect, and enhance our natural environment for current and future generations.

Visionary

We focus on long-range planning to operate a sustainable city economically, socially, and environmentally.

Communications and engagement

We promote communication and engagement to make our organization and community better.