



**VARIANCE BOARD**  
**Regular Meeting Agenda**

**Wednesday, September 2, 2015 at 5:45 p.m.**

**Roseville City Hall Council Chambers, 2660 Civic Center Drive**

1. **Call to Order**
2. **Roll Call**
3. **Review of Minutes:** July 1, 2015, regular meeting minutes
4. **Adjourn**

**PLANNING COMMISSION**  
**Regular Meeting Agenda**

**Wednesday, September 2, 2015 at 6:00 p.m.**

**Roseville City Hall Council Chambers, 2660 Civic Center Drive**

1. **Call to Order**
2. **Roll Call**
3. **Review of Minutes:** August 5, 2015, regular meeting minutes
4. **Communications and Recognitions**
  - a. **From the public:** Public comment pertaining to land use issues **not** on this agenda
  - b. **From the Commission or staff**
5. **Public Hearings**
  - a. **Planning File 15-019:** Requests by Jones Lang LaSalle, with property owners Compass Retail, Inc. and J. C. Penny Property, Inc 496, for approval of a preliminary plat and planned unit development amendment at 1700 County Rd B2 and 1705 Hwy 36 (Rosedale Shopping Center)
  - b. **Planning File 15-010:** Request by Art Mueller for approval of a preliminary plat of property addressed as 2201 Acorn Road
  - c. **Project File 0017:** Request by City of Roseville for approval of amendments to Chapter 1011 of the City Code pertaining to tree preservation and landscaping requirements
  - d. **Planning File 15-016:** Request by Roseville Properties, with property owners Pinecone-Fairview, LLC and 2720 Fairview DCE, LLC, for approval of outdoor semi-trailer storage at 2720 Fairview Ave as an interim use
  - e. **Planning File 15-017:** Request by Roseville Properties, with property owner 1926 Grand Ave, LLC, for approval of outdoor semi-trailer storage at 2211 – 2217 County Rd C2 as an interim use
  - f. **Project File 0026:** Request by City of Roseville for approval of amendments to the 2030 Comprehensive Plan and Zoning Code pertaining to various properties within the Twin Lakes redevelopment area
6. **Adjourn**

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Future Meetings: **Planning Commission & Variance Board (tentative):** October 7 & November 4

**City Council:** Sept. 14, 21, 28 & Oct. 5, 19, 26

**HRA:** Sept. 15 & Oct. 20

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**Variance Board Meeting**  
**City Council Chambers, 2660 Civic Center Drive**  
**Draft Minutes – Wednesday, July 1, 2015 – 5:30 p.m.**

- 1    **1. Call to Order**  
2    Chair Murphy called to order the Variance Board meeting at approximately 5:30 p.m. and  
3    reviewed the role and purpose of the Variance Board.
- 4    **2. Roll Call & Introductions**  
5    At the request of Member Murphy, City Planner Thomas Paschke called the Roll.
- 6    **Members Present:**     Chair Robert Murphy, Vice Chair James Daire, and Commissioner Chuck  
7                                        Gitzen
- 8    **Others Present:**         Alternate Variance Board Member Michael Boguszewski
- 9    **Staff Present:**             City Planner Thomas Paschke and Senior Planner Bryan Lloyd
- 10   **3. Review of Minutes**
- 11   **MOTION**  
12   **Member Daire moved, seconded by Member Gitzen to approve meeting minutes of June 3,**  
13   **2015 as presented.**
- 14   **Ayes: 3**  
15   **Nays: 0**  
16   **Motion carried.**
- 17   **4. Public Hearings**  
18   Chair Murphy reviewed the protocol for public hearings and subsequent process.
- 19   **a.     PLANNING FILE No. 15-013**  
20   **Request by North American Banking, owner of the property at 2230 Albert Street,**  
21   **for a variance to Roseville City Code, Section 1005.02.F (Materials), for a greater**  
22   **use of metal siding on a building exterior**  
23   Chair Murphy opened the public hearing at approximately 5:32 p.m.
- 24   City Planner Thomas Paschke summarized the request for this case as detailed in the  
25   project report dated July 1, 2015 and attachments. Mr. Paschke reviewed various code  
26   requirements, requested variances, and staff’s analysis of those specifics as a  
27   prerequisite for approval.
- 28   Mr. Paschke noted the Bank is planning a complete and major remodeling of the  
29   Roseville branch, originally constructed as a U. S. Post Office in 1965, later remodeled  
30   into a law firm, and then morphing into the current bank use in 1998. Mr. Paschke  
31   advised that the proposed metal siding material for the exterior dos not conform to  
32   current zoning code. Mr. Paschke noted the unique aspects of this older building and  
33   need to update the exterior and challenges in modifying materials for a more modern  
34   appeal, while still complementing the existing 1965 brick work that will remain, and  
35   provide balance and some uniformity on all sides of the building.
- 36   Member Daire noted last month’s variance request by Pizza Lucé and this request  
37   involved metal siding to be architecturally pleasing that had been discouraged in the past  
38   to avoid the use of corrugated type material for siding. Member Daire suggested an  
39   amendment to zoning code text, it may serve to allow material review as an  
40   administrative variance versus formal hearing before the Variance Board.
- 41   Mr. Paschke reported that such a text revision was on staff’s radar for future approval by  
42   the Planning Commission to amend code as industry standards have changed since  
43   adopting the zoning code with materials now more aesthetically pleasing even beyond  
44   this type of material.

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45                   **Applicant Representative Michael Bilski, CEO of North American Banking**  
46                   Mr. Bilski was present, and in agreement with staff’s report and presentation.  
47                   Chair Murphy closed the public hearing at 5:40 p.m.; no one spoke for or against.  
48                   Member Gitzen opined the request was well presented by staff and similar to last month’s  
49                   variance request as previously noted.

50                   **MOTION**  
51                   **Member Daire moved, seconded by Member Gitzen to adopt Variance Board**  
52                   **Resolution No. 115 (Attachment E) entitled, “A Resolution APPROVING a Variance**  
53                   **to Roseville City Code, Section 1005.02.F (Materials), at 2230 Albert Street (PF15-**  
54                   **013)” *as corrected*; and based on the proposed plans, staff’s input offered during**  
55                   **the public hearing, and the comments and findings as detailed in the project report**  
56                   **dated July 1, 2015.**

57                   **Ayes: 3**  
58                   **Nays: 0**  
59                   **Motion carried.**

60   **5.        Adjournment**  
61                   Chair Murphy adjourned the meeting at approximately 5:42 p.m.

**Planning Commission Regular Meeting  
City Council Chambers, 2660 Civic Center Drive  
Draft Minutes – Wednesday, August 5, 2015**

- 1    **1. Call to Order**  
2    Chair Michael Boguszewski called to order the regular meeting of the Planning Commission  
3    meeting at approximately 6:30 p.m. and reviewed the role and purpose of the Planning  
4    Commission.
- 5    **2. Roll Call & Introduction**  
6    At the request of Chair Boguszewski, City Planner Thomas Paschke called the Roll.
- 7    **Members Present:**     Chair Michael Boguszewski; Vice Chair Shannon Cunningham; and  
8                                    Members James Daire, Robert Murphy, Chuck Gitzen, David Stellmach,  
9                                    and James Bull
- 10   **Staff Present:**         Community Development Director Paul Bilotta, City Planner Thomas  
11                                    Paschke, and Senior Planner Bryan Lloyd
- 12   **3. Review of Minutes: July 1, 2015 Regular Meeting Minutes**  
13    **MOTION**  
14    **Member Daire moved, seconded by Member Murphy to approve the July 1, 2015 meeting**  
15    **minutes as presented with minor subsequent typo and grammatical corrections from**  
16    **Members Daire and Murphy submitted to staff.**
- 17    **Ayes: 7**  
18    **Nays: 0**  
19    **Motion carried.**
- 20   **4. Communications and Recognitions:**
- 21    **a. From the Public (Public Comment on items not on the agenda)**  
22        None.
- 23    **b. From the Commission or Staff**  
24        For information purposes, City Planner Paschke announced that the September Planning  
25        Commission docket currently had eight items; and given the extensive number of items,  
26        suggested moving the meeting up from 6:30 to 6:00 p.m.
- 27        At the request of Chair Boguszewski, Mr. Paschke advised that, to-date there were no  
28        variance submittals requiring a Variance Board meeting to be held on that evening.
- 29        By consensus of the body, Chair Boguszewski concurred with staff's suggestion to move  
30        the meeting up to 6:00 p.m.; asking that Mr. Paschke follow-up via e-mail before the  
31        meeting with the Commission as to the refined schedule as cases continued to come  
32        forward or be deferred as applicable. Chair Boguszewski further asked that staff make  
33        sure the public is made of aware of those time changes as well; with Mr. Paschke  
34        advising that the usual published, posted and mailed notice procedure would be followed,  
35        and website updated to ensure public awareness.
- 36        Member Bull asked that agenda packet materials be distributed to commissioners as  
37        soon as possible given the number of cases, and allowing sufficient review before the  
38        meeting.
- 39        Mr. Paschke noted that staff would try to accommodate that request as much as possible;  
40        but application materials may not be completed until the Thursday or Friday immediately  
41        before the Wednesday meeting.
- 42        Member Murphy asked for a staff update regarding the Vogel Property and expiration of  
43        the Interim Use permit.
- 44        Mr. Paschke clarified that the Interim Use did not expire for a few years, but suggested  
45        Member Murphy may be referring to the Conditional Occupancy Permit that would be

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46 expiring shortly, and was being held up pending several conditions yet to be completed  
47 by the Vogel Company (e.g. fence installation).

48 At the request of Chair Boguszewski, Community Development Director Paul Bilotta  
49 responded that the City's Building Official typically sets a date based on when they think  
50 work can be completed. However, Mr. Bilotta noted that it was not unusual for the  
51 Certificate of Occupancy to be extended if completion of the work was out of the control  
52 of the applicant (e.g. weather related or third-party contractor or subcontractor  
53 schedules). In the case of the Vogel Certificate of Occupancy, Mr. Bilotta advised that the  
54 issue was not of a statutory nature, but was a case of waiting for private utility companies  
55 to address a buried cable (CenturyLink) and overhead electrical lines (Xcel Energy); and  
56 noted that Vogel was diligent working with those private firms to resolve the delays. Mr.  
57 Bilotta advised that from a staff perspective, they had no concerns that the work would be  
58 completed, whether by the deadline of August 16, or shortly thereafter. Mr. Bilotta  
59 advised that while the private utility companies were notoriously slow to respond, he was  
60 aware that a surveyor had been sent out by CenturyLink recently, so progress was  
61 continuing.

62 Chair Boguszewski asked that staff provide an update at next month's meeting on this  
63 issue; advising that if the delay is due to legitimate reasons it was understandable;  
64 however, if the owner was delaying progress, it was of concern to the Commission.

65 Mr. Bilotta noted that the Vogel Company had received a bid on the fence; opining that  
66 they were as anxious as staff and the Commission to resolve these outstanding issues.  
67 Mr. Bilotta advised that staff would send an e-mail update to the Commission as  
68 additional information became available between now and the next Commission meeting.

69 **5. Public Hearings**

70 Chair Boguszewski reviewed the protocol for public hearings and subsequent process.

71 **MOTION**

72 **Member Boguszewski moved, seconded by Member Bull to approve amendment of**  
73 **tonight's agenda to hear Planning File No. 15-010 before the remaining cases.**

74 **Ayes: 7**

75 **Nays: 0**

76 **Motion carried.**

77 **a. PLANNING FILE No. 15-010**

78 **Request by Art Mueller for approval of a PRELIMINARY PLAT of property**  
79 **addressed as 2201 Acorn Road**

80 Chair Boguszewski opened the public hearing for Planning File 15-010 at approximately  
81 6:40 p.m., noting this hearing had been continued from the July 1, 2015 meeting and  
82 tabled at that time; with subsequent withdrawal by the applicant of that application. Based  
83 on that withdrawal, Chair Boguszewski sought formal action by the body to officially close  
84 the public hearing for Planning File No. 15-010; noting that a new application had been  
85 submitted by the applicant and will be heard in the future as a new and separate case.

86 **MOTION**

87 **Member Boguszewski moved, seconded by Member Cunningham to CLOSE the**  
88 **public hearing for Planning File 15-010: Request by Art Mueller for approval of a**  
89 **PRELIMINARY PLAT for property addressed at 2201 Acorn Road, due to**  
90 **withdrawal of the application by the applicant.**

91 With Member Bull noting the timing for an open house for the new case and public  
92 hearing if scheduled for September, Mr. Paschke clarified that the timeframe for those  
93 events applied to when the application was actually submitted, in accordance with current  
94 City Code provisions.

95           **Ayes: 7**  
96           **Nays: 0**  
97           **Motion carried.**

98           **b.     PLANNING FILE No. 13-010**  
99           **Request by Hand In Hand Christian Montessori, with property owner Church of**  
100           **Corpus Christi, for renewed approval of the existing temporary classroom**  
101           **structure to remain on the property at 2131 Fairview Avenue as an INTERIM USE**  
102           **for an additional two years**

103           Chair Boguszewski opened the public hearing for Planning File 13-010 at 6:43 p.m.

104           Senior Planner Bryan Lloyd briefly reviewed the request for a temporary classroom  
105           facility for Hand In Hand Christian Montessori (HIH) initially approved in August of 2013;  
106           and now requested for renewal as detailed and necessitated as outlined in the staff report  
107           dated August 5, 2015.

108           Mr. Lloyd noted that the recommended expiration of the renewed IU approval is to  
109           calendar year end in 2018, and intended for the use of the facility over four academic  
110           years as requested, ending in May/June of 2018, allowing the remaining 6-7 months of  
111           that year for removal of the facility.

112           At the request of Member Stellmach, Mr. Lloyd advised that staff had received no direct  
113           feedback about the new structure impacting drainage for the better or worse, other than  
114           the written material from Councilmember McGehee included in the agenda materials  
115           addressing her personal observation of drainage at the site. Mr. Lloyd noted that this  
116           observation had prompted the condition for approval addressing that issue.

117           Noting that there had been no feedback or comments from neighbors at the time of the  
118           staff report, at the request of Member Murphy, Mr. Lloyd reported that staff had received  
119           no comments since the report had been disseminated.

120           In addressing the concerns raised by Councilmember McGehee, Chair Boguszewski  
121           asked if the City or the applicant was working on plans to address her concerns with  
122           drainage.

123           Mr. Lloyd referenced an e-mail from City Engineer/Public Works Director Marc Culver,  
124           indicating that the City and Watershed District were working to address this broader site  
125           rather than only a system to address the temporary building. In his meetings with Mr.  
126           Culver as part of the Design Review Committee (DRC), Mr. Lloyd reported that his  
127           impression was that this improvement was functioning as intended.

128           In his personal observation of the site and as addressed by Councilmember McGehee,  
129           Chair Boguszewski noted landscaping and exterior building materials, and asked if those  
130           had been resolved or were still in process.

131           Mr. Lloyd advised that the reason this was coming before the Planning Commission at  
132           this time was due to the applicant seeking an additional month after the open house to  
133           address landscaping concerns, as outlined by Mr. Thompson in written comments  
134           included in agenda packet materials for tonight's meeting. While unsure if siding  
135           concerns had been addressed, in talking to the City's Building Official and Building  
136           Inspector, Mr. Lloyd reported that they had not indicated or made him aware of any siding  
137           material problems. Mr. Lloyd advised that poorly maintained siding would not be allowed  
138           as part of any approved Interim Use or extension of one; noting that concerns raised  
139           would be more in the nature of building form and type of siding allowed.

140           At the request of Member Daire, Mr. Lloyd advised from his perspective, there was  
141           nothing that should prevent this from going ahead provided work continues to address  
142           concerns raised at the open house. As noted in the staff report, Mr. Lloyd reiterated that  
143           staff recommended approval and had heard nothing to-date to change that  
144           recommendation.

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145 Member Daire asked if staff had observed any substandard siding or anything with the  
146 structure that would render the building unsafe.

147 Mr. Lloyd stated he had not, and with this or any institutional zoned district building  
148 exterior, structures needed to be in compliance with City Code for design and material  
149 standards as well as in compliance with the City and State Building Code to ensure a  
150 safe structure.

151 Member Daire clarified for his personal edification that any reference to “substandard  
152 siding” simply referred to materials and therefore did not render the building unsafe for  
153 occupancy.

154 **Applicant Representatives**

155 **Brent Thompson, Hand In Hand Christian Montessori (HIH)**

156 Mr. Thompson thanked those Planning Commissioners who’d attended their  
157 informational meetings.

158 For the record and since that meeting, Mr. Thompson advised that revised landscaping  
159 had been completed around the entire building and edging put in place, based on a  
160 agreement with the church to maintain the grounds, and addressing concerns raised at  
161 the neighborhood meeting. Therefore, Mr. Thompson noted that the HIH was the  
162 instrument providing a solution to drainage issues between the two properties that  
163 neighbors had sought; and under an agreement between the school and church,  
164 landscape architect Stephen Mastey, present tonight, had been hired; and had been  
165 working with City staff to accomplish what the City and neighbors were after to ultimately  
166 address drainage issues on the property and beyond. Mr. Thompson clarified that these  
167 improvements were intended as a permanent solution, and not just related to the interim  
168 building itself for the short-term.

169 For information purpose, Mr. Thompson displayed and provided as a bench handout,  
170 ***attached hereto and made a part hereof***, a two-page site plan and a concept exterior  
171 planting visual of the site.

172 Mr. Thompson reviewed the existing storm structure with 100% of stormwater runoff on  
173 Eldridge Avenue, coming down the street from all properties to the catch basin and then  
174 directed straight out to Fairview Avenue. Mr. Thompson noted that the new system would  
175 drain off the church roof down a pipe discharging runoff at the proposed future pond area  
176 to a swale and then to the catch basins.

177 Mr. Thompson noted that previous complaints heard were that, when a large rain event  
178 occurred, the catch basin backed up. Mr. Thompson noted that a solution involved  
179 working with the City Engineer and an engineer hired by HIH for installation of a drain tile  
180 structure sized in accordance with the Interim Use building; and further addressing  
181 interests in building ponding to handle overflow, similar to another project done in another  
182 area of Roseville. As part of that desire and process, Mr. Thompson introduced Mr.  
183 Mastey and his firm, who took things to a new level, in conjunction with the City and  
184 Watershed District to meet their preferences in accordance with City Code to expand the  
185 stormwater management system for the entire area. Mr. Thompson advised that the  
186 intent was to get the pond completed yet this fall and as a preliminary to building  
187 permanently on the site.

188 **Steve Mastey, Landscape Architecture Incorporated, 856 Raymond Ave, St. Paul**

189 Mr. Mastey briefly revised examples of potential plant materials; and noted their work with  
190 the City’s Environmental Engineer Ryan Johnson; advising that the core project had  
191 already been approved and funded by the Rice Creek Watershed District and Ramsey  
192 Conservation District, with grant funds having been applied for to use for a portion of the  
193 project Mr. Mastey noted this would assist with the types and number of plantings and  
194 aesthetic amenities along Fairview Avenue and for adjacent property owners.

195 At the request of Member Daire, Mr. Mastey advised that modeling for the ponds and  
196 their size and grading was still in process, and would be contoured to allow for two

197 shallow pools – one smaller and one larger – to store and cleanse water, and allowing for  
198 a beautiful buffer along the property.

199 At the request of Member Daire, Mr. Mastey advised that depending on the depth of the  
200 ponds, it was yet to be determined if a safety fence would be needed, but anticipated  
201 shallower depths and pond design for a sub-drainage system underneath to avoid any  
202 safety challenges for children in the school or church. Mr. Mastey reiterated that modeling  
203 was still incomplete as he and Mr. Johnson worked to calibrate the amount of water and  
204 time needed to avoid any significant standing water as the site is sculpted and modeled.  
205 Mr. Mastey noted there was a proposed trail to be installed to cut through the native  
206 prairie wetland area as part of the pond design.

207 Member Daire stated that he saw this as a creative solution for the ponding and runoff  
208 problem in this area; but also noted his concerns and potential unintended consequences  
209 if it created any safety challenges for children at the school and/or church.

210 **Public Comment**

211 Chair Boguszewski closed the public hearing at 7:06 p.m.; no one spoke for or against.

212 Member Murphy noted for the record that one Councilmember and three Planning  
213 Commissioners had attended the open house for this project; and expressed his  
214 appreciation to the applicant, City staff and the watershed district for their efforts in  
215 addressing concerns raised by the neighbors at that meeting.

216 Member Bull, based on his attendance at the open house and viewing of the facility,  
217 stated that it was a phenomenal facility, and gave no indication it was a temporary  
218 building.

219 Chair Boguszewski agreed with his colleagues, opining that this was very well thought-  
220 out, and created a positive rather than a negative for this neighborhood.

221 **MOTION**

222 **Member Murphy moved, seconded by Member Bull to recommend to the City**  
223 **Council renewed approval of the temporary classroom facility as an INTERIM USE**  
224 **at 2131 Fairview Avenue; based on the comments, findings, and conditions**  
225 **contained the project report dated August 5, 2015.**

226 **Ayes: 7**

227 **Nays: 0**

228 **Motion carried.**

229 This case is tentatively scheduled to come before the City Council at their August 24,  
230 2015 meeting.

231 At the request of Member Daire, Mr. Paschke reviewed the process for this application  
232 moving forward. Mr. Paschke noted that typically, stormwater projects didn't come before  
233 the Planning Commission, and if significant issues were involved, would go directly to the  
234 City Council for approval or denial.

235 Mr. Paschke offered to send the Commission detailed plans at their request, with  
236 Member Daire expressed appreciation for that offer, noting it was turning out to be an  
237 interesting planning project.

238 **c. PLANNING FILE No. 15-015**

239 **Request by United Properties for approval of a PRELIMINARY PLAT of land in the**  
240 **southeast corner of Lexington Avenue and Woodhill Drive**

241 Chair Boguszewski opened the public hearing for Planning File 15-015 at 7:08 p.m.

242 Member Murphy advised Chair Boguszewski that he would be recusing himself from this  
243 discussion in lieu of any potential conflict of interest, as he was a member of the Board of  
244 Directors for a Cooperative that was still doing business with United Properties. Member

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245 Murphy left the bench at 7:09 p.m., and observed from the audience through completion  
246 of the case.

247 In his review of the staff report and attachments, Senior Planner Bryan Lloyd noted the  
248 Preliminary Plat included was inaccurate as it had omitted in its entirety the city-owned  
249 parcel on the southern most edge, and with the updated August 3, 2015 as displayed at  
250 this time, was shown as Lot 2. Furthermore, Mr. Lloyd noted the original 33' easement  
251 dedication and information provided in the meeting agenda packet, had been reviewed  
252 and corrected that the actual distance required is 49.5', as also shown on the updated  
253 plat as displayed. Mr. Lloyd briefly revised that city-owned parcel and the applicant's plat  
254 not conveying ownership rights to the applicant (United Properties) with negotiations  
255 ongoing as to whether the applicant will be able to access property from another access  
256 point or by crossing the city-owned easement; or if the parcel would be transferred in part  
257 or whole to the applicant. Mr. Lloyd clarified that Preliminary Plat approval does not affect  
258 property ownership, with ultimate approval of those negotiations by the City Council at a  
259 later date. As part of the Preliminary Plat approval, Mr. Lloyd further noted that High  
260 Density Residential (HDR) zoning designation for this property did not address lot sizes  
261 or shape diameters as part of the Subdivision Code and would be reviewed as a separate  
262 process; with only property boundaries addressed as part of the Preliminary Plat approval  
263 as shown on the displayed plat, and ultimate right-of-way dedication corrected as dictated  
264 by Ramsey County during their review of this parcel adjacent to Lexington Avenue, a  
265 county roadway.

266 Mr. Lloyd reviewed the existing storm sewer easement and infrastructure on the property,  
267 and subsequent proposed vacation and dedication of a new easement and storm sewer  
268 line as part of the new plat. Mr. Lloyd noted that the Public Works/Engineering  
269 Department indicated it was proper to hold off on the vacation element until negotiation  
270 and completion of a Public Improvement Contract ultimately approved by the City Council  
271 to address any easements if and when needed.

272 As indicated in the staff report, Mr. Lloyd noted the preliminary tree preservation plan,  
273 and advised that the City's consulting arborist was in the audience to address any  
274 questions with the preliminary calculations based on required tree plantings on the site,  
275 which he noted would change some with the extension of the right-of-way by an  
276 additional 16.5'. Mr. Lloyd noted that, under the current tree preservation ordinance, the  
277 obligation for replanting was quite extensive and would be a challenge on this parcel. Mr.  
278 Lloyd note this further served to indicate the need for revised language as coming before  
279 the Planning Commission and City Council for discussion in the near future in considering  
280 replanting on site, funding the cost of tree planting elsewhere in the city versus on site  
281 and at another location if impractical on a given site; and other potential considerations  
282 moving forward. In this instance and under current City Code for tree preservation, Mr.  
283 Lloyd advised that the applicant may need to apply for a variance when the final tree  
284 calculations are determined.

285 Mr. Lloyd advised that staff would be recommending an additional or revised condition for  
286 approval as part of their recommendation, since at the time of the staff report; there had  
287 been no recommendation from the City related to a park dedication.

288 In context, Community Development Director Paul Bilotta noted that this application was  
289 for an easy subdivision. However, Mr. Bilotta noted that this project developer was also  
290 the controlling developer for the former Owasso School site, location of the Owasso  
291 ballfields; and noted that active negotiations were still in play at this time, and therefore  
292 remained confidential, but clarified that some of those elements were in play with this  
293 project on adjacent land as well. Mr. Bilotta advised that Lot 2 was part of that discussion  
294 for possible inclusion as part of this project, but whether or not it occurred remained in the  
295 negotiation process. Either way, Mr. Bilotta noted that the City ended up with a platted  
296 parcel and in bringing it forward separately was part of the desire not to hold up this  
297 project allowing it to get in the ground this fall. Mr. Bilotta noted that the remaining  
298 project, the former Owasso School site had many complexities; and the latest draft of a

299 Purchase Agreement separated out the park dedication issue. Therefore, Mr. Bilotta  
300 asked that the Commission add an additional condition that the developer agrees to pay  
301 park dedication fees in the amount of \$3,500 per unit, the standard rate, as separated  
302 from the agreement and in negotiations, and therefore was not following the normal  
303 process of the Parks & Recreation Commission making a recommendation.

304 At the request of Chair Boguszewski, Mr. Bilotta advised that, at this time, the developer  
305 estimated a total of 116 units; and confirmed that the \$3,500 park dedication fee was a  
306 standard per unit cost.

307 In conclusion, staff recommended approval of the revised Preliminary Plat dated August  
308 3, 2015 including Lot 2; based on the conditions outlined in the staff report, in addition to  
309 the additional condition as detailed by Mr. Bilotta. Mr. Lloyd suggested that, given the  
310 uncertainty with the quantity of trees or another means to accommodate their  
311 replacement, Condition C be revised to address tree preservation/replacement as an  
312 obligation of subsequent Final Plat approval by the City Council.

313 Chair Boguszewski clarified that, if Condition C remained as currently written in the staff  
314 report, and subsequently it was found that getting 365 trees on the site after construction,  
315 the applicant could then choose to come forward with a Variance request; to which Mr.  
316 Lloyd responded affirmatively, similar to that process used by Pizza Lucé as an example.

317 Given the sensitivity of and interest by the community in tree preservation, and personally  
318 as a Planning Commissioner, Chair Boguszewski asked that staff make sure that it is  
319 clearly understood by the applicant that any future Variance is not a given, but any actual  
320 application to the Variance Board would be thoughtfully considered, and if the Preliminary  
321 Plat was approved tonight it should in no way indicate to the applicant or give them any  
322 signal that a future Variance application would be granted.

323 At the request of Member Daire, Mr. Lloyd clarified the location of the replacement storm  
324 water easement.

325 At the request of Member Cunningham, Mr. Lloyd clarified that the identity of the city-  
326 owned parcel, identified as Lot 2, was addressed as 2668 Lexington Avenue N. Also, Mr.  
327 Lloyd confirmed for Member Cunningham that because this subdivision was for less than  
328 four lots, it did not meet the threshold requiring that the developer hold an open house;  
329 with the proposal involving three lots, but creating two lots under the revised Preliminary  
330 Plat.

331 At the request of Member Gitzen, Mr. Bilotta confirmed that current negotiations would  
332 determine ultimate ownership of Lot 2; originally a single-family lot, but currently  
333 designated multi-family zoning. As part of those negotiations, Mr. Bilotta confirmed for  
334 Member Gitzen that easements and access points would be addressed; and any further  
335 title and boundary issues would be resolved prior to the Final Plat approval and included  
336 in documents and maps filed and recorded with Ramsey County.

337 As noted by Member Gitzen, Mr. Lloyd clarified that his intent was not to indicate any  
338 additional dedication required on the north end on Woodhill Drive, but simply to recognize  
339 that street with rights-of-way for verification through the process.

340 Member Bull asked for staff to address the characteristics for the driveway on Lot 2, and  
341 whether there would be additional hard cover to extend the driveway.

342 Mr. Bilotta advised that, while this is a city lot, as part of the broader look with any and all  
343 property acquisition, it was intended as the entry point to serve this area, along with any  
344 necessary easements for surrounding properties as part of the larger development for  
345 adjacent parcels (e.g. Old Owasso School site). Mr. Bilotta noted that the City would  
346 prefer that location as the access point versus the currently controlled access point,  
347 based on Lexington Avenue being a county road and grade issues, as well as its location  
348 directly across the road from the Fire Station. Mr. Bilotta advised that that preference was  
349 to pull access points as far away from that intersection as possible without sliding them  
350 further into and creating issues at County Road C and Lexington Avenue to the south.

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351 When developed, Mr. Bilotta noted the result would achieve better traffic safety and one  
352 versus multiple access points on Lexington Avenue.

353 If the ownership of Lot 2 is not transferred, Member Stellmach asked if it would be  
354 possible for that access point to be moved further north or if there were additional  
355 restrictions.

356 Mr. Bilotta responded that if Lot 2 was ultimately not part of the project, reminding the  
357 Commission that it was not approving any Preliminary Site Plan for that portion of the  
358 project (Old Owasso School site) at this time, the applicant would need to propose an  
359 alternative for City and Ramsey Council approval, whether further north or requiring a  
360 redesign of the project with no access off Lexington Avenue.

361 At the request of Member Stellmach, Mr. Bilotta noted that no traffic studies had been  
362 required, since this was proposed as an assisted living use, and therefore any significant  
363 increase in vehicles per day would be minimal. From his best recollection, and without  
364 benefit of data at hand, Mr. Bilotta estimated current traffic volumes for Oxford Street,  
365 Woodhill Drive and Lexington Avenue.

366 At the request of Member Daire, Mr. Lloyd confirmed that the proposed facility was 2-3  
367 levels, with the lower level of the facility being 10-12' below the driveway coming off  
368 Lexington Avenue, and with two entry points, one at the top level and one lower.  
369 However, Mr. Lloyd advised that, at this Preliminary Plat approval point, staff had yet to  
370 review any building plan specifics beyond that proposed to ensure grading was  
371 sufficiently addressed, including elevations and floor plans to see how levels related to  
372 one another.

373 Based on the traffic expectations addressed by staff in their report, Chair Boguszewski  
374 asked if staff was comfortable that current development plans would address current and  
375 future traffic on Lexington Avenue with only minor adjustments. Given the back-up  
376 already evident on Lexington Avenue, Chair Boguszewski opined that it was important to  
377 address and make sense of any additional traffic generated by this project. While  
378 recognizing the validity of staff's comments that as an assisted living/memory care  
379 facility, traffic would be negligible from residents living on site, Chair Boguszewski noted  
380 that there would be traffic generated from staff and visitors and vendors accessing the  
381 site. Therefore, Chair Boguszewski noted such a development application would typically  
382 include a traffic study, while staff was indicating they found it not to be a challenge in this  
383 case; and suggested – if possible – the Commission may prefer to make it a condition of  
384 approval serving to satisfy the Commission and community that an additional level of  
385 vetting had been pursued.

386 Mr. Bilotta had since obtained current traffic number data from his office; and advised  
387 that, whether or not a traffic study was deemed appropriate, the Commission could add it  
388 as a condition for approval. While an assisted living facility would generate less traffic,  
389 since it is a large facility located on a county roadway, Mr. Bilotta advised that as part of  
390 their approval, Ramsey County may require a traffic study as well. Therefore, Mr. Bilotta  
391 stated that he saw no problem adding that as a condition for approval of the Preliminary  
392 Plat. At the request of Chair Boguszewski, Mr. Bilotta confirmed that a traffic study would  
393 indicate the level of intensity at which the developer could build.

394 Member Cunningham asked if there was a reason why access had to be on Lexington  
395 Avenue as opposed to Oxford Street, opining that an access point there seemed of less  
396 impact to her.

397 Mr. Paschke reviewed the location of the propose main access, as well as drop-off and  
398 pick-up points for workers and/or guests of Oxford Street and Woodhill Drive, considered  
399 as the back parking lot due to grade and what seemed to work out most appropriately.

400 From his personal perspective, Chair Boguszewski addressed internal traffic circulation  
401 for this HDR designated property and steps to adequately address and not degrade the  
402 quality of life for those single-family residential properties in the area. Chair Boguszewski

403 recognized that the project itself would need to meet design standards of current City  
404 Code, with the proposed front facing Lexington Avenue in accordance with that Code,  
405 thereby identifying access off Lexington Avenue versus off the back of the building site.  
406 However, if the applicant and City ultimately determine that a better way could be found  
407 to address traffic concerns, even against City Code, Chair Boguszewski clarified that this  
408 was something that would and could come before the Commission for a Variance to  
409 adjust that issue.

410 At the request of Member Daire, Mr. Bilotta further reviewed traffic volume calculations in  
411 this area, currently and with the addition of 116 units for assistant living housing; and  
412 compared this development with that of the Lexington Apartment complex immediately to  
413 the north with approximately 258 general occupancy units (e.g. multiple vehicles per  
414 unit). While not in any way attempting to defend or make insignificant concerns and  
415 potential issues with traffic, Mr. Bilotta did note that any time a vacant lot developed with  
416 a large building, it was intimidating and created some fear.

417 At the request of Member Cunningham, Mr. Lloyd reviewed the process for Preliminary  
418 Plat approval: with the public hearing before the Planning Commission, followed by City  
419 Council action on the Preliminary Plat based on the Commission's recommendation; if  
420 approved, the applicant proceeds to the Final Plat (intended to be the finalized version of  
421 the Preliminary Plat) that would return to the City Council for their final review and action  
422 for approval or denial; and eventual recording of the Final Plat with Ramsey County for  
423 perpetuity.

424 At the request of Member Stellmach, Mr. Lloyd confirmed that the property was currently  
425 zoned HDR; and since the actual development plan had yet to be reviewed or approved,  
426 the number of units and size of the area with or without Lot 2 was not yet done.

427 At the request of Chair Boguszewski, Mr. Bilotta was charged with drafting appropriate  
428 language for an additional condition requiring a traffic study as part of the Commission's  
429 recommendation to the City Council.

430 **Applicant/Developer Representative, Mark Nelson, United Properties**

431 Mr. Nelson addressed questions raised by commissioners from the developer's  
432 perspective. Specific to Lot 2, Mr. Nelson suggested this not be a major concern at this  
433 time, as the developer negotiated on a broader front and based on the long-term vision  
434 for the access to Lexington Avenue for this parcel and location of the bike shop on the  
435 corner and potential access further to the south. In that overall context, as noted on the  
436 displayed preliminary plat and general site plan, Mr. Nelson advised that during  
437 discussions with Ramsey County Engineers, it had become apparent that access on Lot  
438 2 was their preferred location as alluded to by Mr. Bilotta; and equidistant between the  
439 two lots and as shown on these preliminary drawings. Technically, Mr. Nelson noted that  
440 the plan works without that access and could work on Lot 1; but it was the intent of the  
441 developer to accommodate the broader vision.

442 In focusing on just this development and not the overall plan for this block, Mr. Nelson  
443 noted and displayed the current tree preservation plan, noting that some on Lexington  
444 Avenue and others on Woodhill Drive were not included for saving due to their species  
445 and whether considered significant under current city code language. Since this was  
446 moving into more detailed information than necessary or currently available at this time  
447 under a preliminary plat approval, Mr. Nelson advised that the developer was happy to  
448 reasonably accommodate city code as it relates to tree preservation.

449 As to why the site plan was laid out as shown, Mr. Nelson advised that they ran into fill on  
450 the eastern portion of the site, directly in half on Woodhill Drive – apparently consisting of  
451 road debris which they had attempted to address through the site plan, as it would prove  
452 a herculean effort to completely remove it from those parcels. As previously mentioned  
453 by Mr. Paschke, Mr. Nelson noted that current city code design standards call for the  
454 front door of the development on Lexington Avenue, so the intent was to not make that

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455 too far away, while still allowing for some parking off Lexington Avenue and an  
456 aesthetically pleasing streetscape.

457 Regarding grading of the site and levels for entries, Mr. Nelson clarified those levels,  
458 each accessed differently; and reviewed locations for employee, visitor and other parking  
459 and signage to direct that internal traffic flow for the best functioning of the site.

460 Regarding concerns about an overlap to the east, Mr. Nelson stated he did not feel there  
461 was an overlap, even though the updated survey called out Lot 2, with that city-owned  
462 parcel overlapping on the development; and advised that a similar situation occurred  
463 between their internal lots with a current small single-family home on the lot. Mr. Nelson  
464 advised that the original plat was very old and inaccurate legal descriptions had occurred  
465 with titles over time, but in reality there was no additional overlap on the east to his  
466 knowledge.

467 Specific to density, Mr. Nelson noted that this property was currently zoned high-density  
468 residential (HDR), and given the size of the parcel could accommodate about 118-120  
469 units; with their development anticipating 115 units of assisted living/memory care; and  
470 providing for one guest suite for family, making a total of 116 total units in the proposed  
471 four-story building; with all parking at the first level.

472 Mr. Nelson advised that even though HDR was the designated zoning for this type of  
473 density, with no access system surrounding the development according to current code  
474 requirements, the developer was willing to conduct a traffic study to address any  
475 concerns of the neighbors or city.

476 In conclusion, Mr. Nelson stated that United Properties was a local developer, having  
477 worked in and around Roseville for a number of years, previously known for commercial  
478 developments, and then moving onto senior residential housing options, developing the  
479 first cooperative housing option in Roseville opened in 2004 at the former Ralph Reeder  
480 School site. Mr. Nelson noted this had served as a flagship development for their firm,  
481 and provided pictures of phases of the Langton Lake development and redevelopment of  
482 that area they'd achieved even during the recent recession, as well as additional housing  
483 options they'd constructed since then and over the last twelve years, and meeting a large  
484 need for various senior housing options and services in today's marketplace. Mr. Nelson  
485 provided examples from other metropolitan communities as well and samples of their  
486 architectural variability.

487 Chair Boguszewski noted that this proposed development was well within the scale and  
488 mass of current city code that was a potential expectation of this type of site.

489 Mr. Nelson expressed United Properties' interest in further development as negotiations  
490 continue for the adjacent properties (former Owasso School site); offering that their intent  
491 was to hold a joint open house for both sites and developments at that point. However,  
492 since this project was ready to go, Mr. Nelson advised that they had decided to move  
493 forward at this time for this part of the project. Mr. Nelson apologized to surrounding  
494 neighbors if this created any concern on their part in not giving them an opportunity  
495 through an open house to view the proposal and comment on it at that time, even though  
496 the size and zoning for this project did not require that such an open house be held.

497 At the request of Chair Boguszewski, Mr. Nelson advised that an anticipated 35 FTE (full-  
498 time equivalent employees) with a total of fifty employees, with shifts probably in the  
499 range of 25-30 employees per shift. Mr. Nelson further responded that he would  
500 anticipate peak hour traffic during those shift changes to be about 30-35 vehicles based  
501 on their other sites of similar size.

502 At the request of Member Bull, Mr. Nelson clarified the entrances to the site from  
503 Lexington Avenue and Woodhill Drive in accessing the first level of the buildings as  
504 grading changes on the lot.

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Public Comment

**Mike Flanagan, 1016 Woodhill**

Mr. Flanagan reminded everyone that Woodhill Drive was still a county road, which should be considered in discussions regarding easements.

Also, noting current stormwater pooling during heavy rains on the 1059 and 1051 addressed parcels, Mr. Flanagan asked that developers use caution in moving and relocating stormwater management to take advantage of the lowest point on Woodhill Drive to move water as quickly as possible, which he'd frequently seen ready up to 4' and stall vehicles. Mr. Flanagan also noted the existing stormwater pond at the bottom of County Road C and that connection with Lake Bennett; and asked that drainage from this new development, including oil and fuel from vehicles on site, be addressed to ensure an environmental collection point is available to handle those new materials and filter them before reaching the lake.

While understanding this is a preliminary plat, Mr. Flanagan stated "we love our trees," and noted a recent development (Josephine Heights) immediately north on Lexington Avenue where a majority of the mature trees had been removed to make room for the development, with 400 removed and not many replaced. Mr. Flanagan questioned whether, in reality, 360 trees could be fit back on this parcel after development; and suggested looking at facilitating some of those required replacement trees along Woodhill Drive as boulevard trees, since many of the existing trees along that roadway are mature and starting to die. Mr. Flanagan further noted perhaps the allotted tree replacement could be handled through new trees for residents in that area as well.

While recognizing that United Properties may be able to replace trees on other lots, since this will add additional traffic to the area, Mr. Flanagan asked that it be made as attractive as possible, making it better than it is currently without losing more trees in this existing natural wildlife area and protecting the integrity of that park-like area.

Regarding any park dedication fee, if it was going to be used elsewhere in the community instead of immediately adjacent to this site, Mr. Flanagan asked that it not be too far from the development area to keep the money in the neighborhood.

Mr. Flanagan admitted he and other neighbors were concerned about additional traffic, especially with weekend traffic being heavier, and in light of the potential development at the other end of the block having even more impact; again asking that the traffic-related integrity of the neighborhood also be addressed.

Based on the type of facility and limited resident vehicles for this use, Mr. Flanagan asked why the developer needed a garage and also asked how large that garage would be.

**Mr. Nelson**

At the request of Chair Boguszewski, Mr. Nelson responded that the garage floor would have approximately fifty parking stalls, and since this facility will offer a continuum of care and services, there may be a few residents that will initially retain their cars, perhaps involving up to half of the units. Mr. Nelson advised that depending on the season, some key staff people may also park their vehicles in the garage. However, Mr. Nelson clarified that the garage space would provide storage for the facility as well as for residents, including other building storage that may be required. Mr. Nelson advised that the garage would not involve the entire building footprint, and with four wings to the building, it would not involve the wing toward Lexington Avenue in an effort to preserve those existing trees.

Regarding stormwater management, Mr. Nelson advised that the development proposed to relocate the sanitary sewer line, not the storm sewer line, since right now, for whatever reason, if followed a straight line south of Woodhill Drive running directly to their property. Mr. Nelson advised that the developer was proposing to relocate that sanitary sewer line to tie it from the south end around the building to the north end of Woodhill Drive.

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557 As far as stormwater management was addressed, Mr. Nelson advised that they would  
558 continue to work with the city and watershed district, with the district already having  
559 provided conditional approval for their proposal. Mr. Nelson noted this involved a series  
560 of ponds similar to the preliminary plat application materials and staging water collection  
561 at various infiltration points before getting into the existing wetland area to the south. Mr.  
562 Nelson assured everyone that the developer's intent was to directly address that  
563 sedimentation through plant cleaning the stormwater before it arrived at the wetland area.

564 **Ann Berry, 1059 Woodhill Drive**

565 As a resident in this location for fifty-two years and observing the many changes to the  
566 area, Ms. Berry noted her enjoyment during those years in viewing the natural area  
567 directly south of her property. Ms. Berry expressed appreciation that the access on  
568 Woodhill Drive would not be directly across from her property, but asked for further  
569 clarification on the access points.

570 At the request of Chair Boguszewski, Mr. Lloyd clarified access points for the proposed  
571 development in relationship for Ms. Berry.

572 Ms. Berry expressed concern with the current number of school bus stops and children  
573 along Woodhill Drive, even though it provided a wonderful neighborhood for aging in  
574 place, but asked that the developer and city be aware of and responsive to that safety  
575 concern.

576 Ms. Berry expressed appreciation for the efforts to save trees, and while realizing  
577 redevelopment was inevitable, she noted the fill – road debris – on site and past  
578 experience with illegal dumping and her many phone calls and staff responses in  
579 regulating and enforcing those activities.

580 While recognizing this development would result in a significant change to the  
581 neighborhood, she hoped the developer would provide an attractive site, with well-  
582 controlled traffic, and that they remain cognizant of children and their safety in that  
583 neighborhood.

584 Tongue in cheek, Ms. Berry suggested it would be ideal if the facility was built in time for  
585 her to simply move across the street when it came time for her to move from her single-  
586 family home.

587 At the request of Chair Boguszewski, Mr. Paschke advised that typically a traffic study  
588 would use vehicle counters to study raw traffic data and how traffic was disbursing from  
589 the area during morning and evening peak hours. However, Mr. Paschke advised that he  
590 was not sure it would specifically address school bus traffic.

591 **Benna Sydow, 2750 N Oxford Street**

592 Mr. Sydow questioned the number of surface area parking spaces in the development.

593 Mr. Nelson responded that approximately fifty were anticipated, similar to the number  
594 offered in the garage area; with 6-8 spaces on the Lexington Avenue side, and the  
595 remaining located on the Woodhill Drive/Oxford Street side.

596 Mr. Sydow expressed his concern with garbage trucks and access to the site; as well as  
597 accommodating sidewalks for pedestrians in the area, especially given the number of  
598 children in the neighborhood and accessing Central park. Mr. Sydow opined that such an  
599 accommodation as part of this development would be greatly appreciated to get  
600 pedestrians off the street and improve safety.

601 Mr. Sydow further opined that this type of project is encouraging for Roseville and the  
602 need for senior housing; and expressed his appreciation of the possibility of being able to  
603 simply move down the street when the time came to consider other housing options.

604 **Dwight Gange, 2723 Oxford Street**

605 Mr. Gange sought clarification as to the traffic study and whether it looked at foot traffic or  
606 just that of vehicles.

607 Chair Boguszewski responded that generally the traffic study calculated vehicle traffic  
608 and differences between current and projected increases.

609 Mr. Gange asked if this facility included independent and assisted living units, opining  
610 that depending on how many were independent units it could also impact not only  
611 vehicular traffic but pedestrian traffic in the neighborhood.

612 Mr. Nelson confirmed that both would be included, and the percentage breakdowns  
613 between the two types of units would vary, depending on the need. Mr. Nelson estimated  
614 initially independent units may represent about one-third or 40% of the available units  
615 based on their other facilities and projected needs in the community and area; but  
616 reiterated that this would ebb and flow as residents moved from one type of unit to  
617 another. Mr. Nelson suggested about 1/3 of the units not memory care with the remainder  
618 of approximately 30 units for memory care, or 35-50% of the remaining 85 units.

619 With no one else appearing to speak, Chair Boguszewski closed the public hearing at  
620 8:21 p.m.

621 **Commission Discussion**

622 After public comment, Chair Boguszewski opined that he was even more convinced that  
623 a traffic study was needed. While the preliminary plat met all code requirements and it  
624 was recognized that the plan was not written in stone at this point of the development,  
625 Chair Boguszewski stated that there may be other options found and conditions to  
626 address site access, parking and other amendments that could still meet requirements of  
627 city code and serve the site and neighborhood more effectively.

628 Mr. Lloyd acknowledged that comment; however, he clarified that a preliminary plat's  
629 intent was at its core required to address boundaries and easements; with the proposal  
630 for actual development illustrated in the meeting materials only intended as a concept  
631 and to help understand engineering work done to-date.

632 Chair Boguszewski noted conditions for approval of this preliminary plat already outlined  
633 in the staff report as defined by staff; and recognized the potential for additional  
634 conditions as well.

635 Member Daire sought clarification on the trigger requiring a developer to hold an open  
636 house and how that related to this proposal and preliminary plat.

637 Mr. Lloyd clarified that, since this development was under the subdivision threshold of  
638 four lots, with it currently being four lots creating two in replatting, the developer had not  
639 been required to hold an open house.

640 Member Daire noted that this public hearing may represent the only and first opportunity,  
641 given the number of neighbors present in tonight's audience, that the neighborhood had  
642 gotten details on the project.

643 Mr. Lloyd acknowledged that this may be the case; but further noted that the process was  
644 typical for a public hearing on a preliminary plat with a development proposal going along  
645 with it on the same parallel course. As Mr. Nelson stated earlier in his comments, Mr.  
646 Lloyd noted that this was the first opportunity for the neighbors to hear the details, and  
647 had offered to hold a non-required informational meeting with neighbors to address this  
648 project along with the one proposed further east of this project as well.

649 In his service on the City's Task Force reviewing and revising zoning notification areas,  
650 Member Daire noted that he had become very sensitive to the need to involve neighbors  
651 early on in discussions. As a matter of courtesy, Member Daire suggested it may have  
652 been prudent for the developer to hold an open house prior to tonight's public hearing.

653 **Mark Nelson**

654 Mr. Nelson reiterated the developer's commitment to holding an open house, but  
655 admitted the timing had gotten off track, and their original intent had been to discuss both  
656 projects at the same time. However, due to unforeseen issues, Mr. Nelson noted the  
657 former Owasso School site project had been running behind. Mr. Nelson expressed

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658 appreciation for the good feedback and good ideas heard during tonight's public  
659 comment, and the public process in general to facilitate this dialogue. Mr. Nelson stated  
660 the developer's commitment to hold an open house as the Owasso School project  
661 proceeds, and clarified that it was not nor had it ever been their intent to skirt any open  
662 house discussion with neighbors. Mr. Nelson assured neighbors and the commission that  
663 they would follow-up with an open house for both projects in the very near future.

664 Chair Boguszewski recognized that the developer was operating under current city code  
665 and not being required to hold an open house, and reiterated that the developer was not  
666 attempting to evade holding an open house.

667 Mr. Nelson noted that, for a considerable time during the planning process, the developer  
668 didn't even think there would be a need to plat the property for this project, other than  
669 through the administrative approval process. However, once it became evident that the  
670 road right-of-way and 1.5 acre overlap on 50' of Lot 2 needed to be cleaned up on the  
671 title, Mr. Nelson advised this initiated this more formal process to clarify those issues.

672 To further clarify for the benefit of the public, Chair Boguszewski noted that both he and  
673 Member Daire served on the Task Force previously referenced by Member Daire; and  
674 further noted that the Task Force was supported by Mr. Paschke and Mr. Bilotta of staff;  
675 with the general intent to look at the current process and triggers requiring notification of  
676 projects with the eye toward improving and probably enlarging the number of property  
677 owners and residents included in notices beyond that of today. Chair Boguszewski  
678 advised that over the last several years, efforts to improve good civic engagement and  
679 address resident issues with an apparent lack of transparency in the past had come forth  
680 based on common courtesy, that the current process needed modification. However,  
681 since nothing had yet been finalized or any recommendations formally presented to the  
682 City Council for formal action, Chair Boguszewski opined that it would be unfair in the  
683 middle of those discussions, to require a developer to meet those higher standards  
684 before they were adopted.

685 Chair Boguszewski noted that it was prudent that the Roseville public be aware that the  
686 City desired to continue improving the process.

687 Mr. Paschke noted, in this unique instance, the developer was not required to plat the  
688 property and they could have simply subdivided the property without any project. Mr.  
689 Paschke clarified that when talking about extending the notification process for projects  
690 requiring a formal review and approval process versus the normal administrative process  
691 as guided and zoned, it was not the intent to notify for each and every project coming  
692 forward unless it met certain triggers or thresholds.

693 Member Daire noted a recent parking lot resurfacing project occurring near a citizen's  
694 home and their questioning of why they were not notified of that occurring. Member Daire  
695 noted his surprise with that statement, and reiterated that it had made him sensitive to  
696 people needing to know what was going on around them. Member Daire clarified that he  
697 did not intend to suggest this developer was attempting in any way to avoid examination  
698 of their project.

699 While recognizing no fault with the developer, and specific to the work of the Task Force,  
700 Member Cunningham asked that her colleagues bring this particular example to the Task  
701 Force as evidence of the need to modify current practices and processes. Member  
702 Cunningham noted the need for the developer to be aware of and respond to questions  
703 and concerns of residents before a public hearing at the Planning Commission level.  
704 Member Cunningham expressed appreciation to residents accepting that this property  
705 would be developed and no longer be a vacant lot. However, Member Cunningham  
706 expressed confidence in the developer and their efforts in performing their due diligence  
707 in meeting current requirements; and offered her support of the project moving forward.

708 Member Stellmach noted that, since this property was zoned HDR, a much denser  
709 project could have been possible. Member Stellmach stated this represented a good  
710 project for the overall neighborhood, and offered his support for the proposal.

711 Member Gitzen stated the neighbors had brought forward good comments, and thanked  
712 Mr. Nelson for immediately responding to those concerns and comments; and offered his  
713 support of the project.

714 Member Bull expressed appreciation for the good information received and organization  
715 of the presentation and public comments; and offered his support of the project.

716 Finding himself generally supportive of the idea, Member Daire offered his support of the  
717 project as well.

718 Chair Boguszewski agreed with comments of his colleagues, and as noted by Member  
719 Stellmach something much worse than this proposal on this HDR-zoned parcel could  
720 occur. Chair Boguszewski noted that this addressed the needs for additional senior  
721 housing in the community, and – while not a determining factor – it further met the long-  
722 range goals of the community. As long as additional safeguards are added to the  
723 conditions as previously discussed, Chair Boguszewski stated he was comfortable in  
724 supporting the proposal.

725 Regarding resident comments regarding tree replacement, Chair Boguszewski noted that  
726 while suggestions for planting trees along the Woodhill Drive boulevard or on private  
727 property may be a future possibility, under current code, the developer was required to  
728 replace them on site depending on caliper calculations. Chair Boguszewski noted that  
729 again the City Council was in the process of commission a task force or committee to  
730 look at the current tree preservation process, rules and regulations; and one of the many  
731 ideas talked about going forward was the option for replacing trees off-site. However,  
732 Chair Boguszewski noted that, as written today, the City's tree preservation ordinance  
733 unfortunately did not allow for that option, but a future concept of a tree canopy for the  
734 overall good of Roseville, and ability to satisfy that replanting elsewhere in the community  
735 may be a recommendation.

736 On that note, Mr. Paschke advised that the September Planning Commission agenda  
737 tentatively scheduled a presentation of the current tree preservation ordinance and initial  
738 draft for an update, which may shed light on some of those very issues.

739 Member Daire noted the creative input provided by neighbors tonight in replacing aging  
740 or dying trees on private property using the tree preservation requirements, even though  
741 admitting he didn't know the legal or other ramifications for such an option. Member Daire  
742 noted the other comment suggesting separating pedestrian and vehicular traffic along a  
743 high volume road such as Lexington Avenue or Woodhill Drive had some validity.  
744 Member Daire questioned if Woodhill was still a county road or had been turned back to  
745 the city. Member Daire opined that separating pedestrian and vehicular traffic as volumes  
746 rise in general throughout the city was a good idea deserving of future consideration.

#### 747 MOTION

748 **Member Boguszewski moved, seconded by Member Cunningham to recommend to**  
749 **the City Council approval of the proposed PRELIMINARY PLAT dated August 3,**  
750 **2015 for Cherrywood Pointe at Lexington, generally comprising the property at**  
751 **2668 – 2688 Lexington Avenue; based on the comments, findings, and conditions**  
752 **contained the project report dated August 5, 2015; amended as follows:**

- 753 • ***Revise Condition C as presented in the staff report to state that “The applicant***  
754 ***shall pay park dedication fees in the amount of \$3,500 per unit.”***
- 755 • ***New Condition: “The applicant shall complete a traffic study for this project.***  
756 ***The traffic study will be reviewed by and any required mitigation efforts***  
757 ***approved by the City Engineer prior to issuance of a building permit.”***
- 758 • ***New Condition: “The applicant is hereby made aware that any future variance***  
759 ***requests will be evaluated on their individual merits; and this conditioned***  
760 ***preliminary plat approval does not nor will have any impact on that variance***  
761 ***process, if needed, in the future.”***

**Regular Planning Commission Meeting  
Minutes – Wednesday, August 5, 2015  
Page 16**

762  
763  
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765

**Ayes: 6  
Nays: 0  
Abstentions: 1 (Murphy)  
Motion carried.**

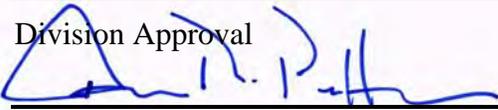
766  
767

This case is tentatively scheduled to come before the City Council at their August 24, 2015 meeting.

768  
769

**6. Adjourn**  
Chair Boguszewski adjourned at approximately 8:40 p.m.

Division Approval



Agenda Section  
**PUBLIC HEARINGS**

Item Description: Request for approval of a preliminary plat and amendment of Planned Unit Development Agreement 3608 (PF15-019)

**APPLICATION INFORMATION**

Applicant: Jones Lang LaSalle (JLL)  
Location: 1700 County Road B2 and 1705 Highway 36  
Property Owner: Compass Retail, Inc. and J. C. Penney Property, Inc 496  
Open House Meeting: None required (plat yields fewer than 4 lots)  
Application Submission: Received on August 7, 2015; considered complete on August 13, 2015  
City Action Deadline: October 6, 2015, for PUD Amendment and December 4, 2015, for preliminary plat

**GENERAL SITE INFORMATION**

Land Use Context

	Existing Land Use	Guiding	Zoning
Site	Retail and parking lot	RB	RB
North	Retail – Rosedale Commons and Crossroads of Roseville	RB	RB
West	Retail – Rosedale Marketplace and Fairdale Shoppes	RB	RB
East	Snelling Avenue, DOT Water’s Edge, and Cedarholm GC	O/PR	O/BP, PR
South	HWY 36, Rosewood Village, Sienna Green, Rosedale Towers, and retail	HR/O	HDR-1, O/BP

- 1 **Natural Characteristics:** The site is fully developed with a regional mall, parking
- 2 lots/structures, some trees and landscaping, and has varying elevation.
- 3 **History:** In January 2000, the City amended the Shopping Center District to include more
- 4 detailed site development standards: specifically, it regulated 24-hour uses within 300 feet of
- 5 residentially zoned property. In addition, the amendment established a Planned Unit
- 6 Development the included each existing site zoned Shopping Center District.
- 7 In 2004, the Shopping Center zone requirements were amended by ordinance #1304. This
- 8 amendment redefined the floor area ratio of occupiable building to land area as 1.0. (1 square
- 9 foot of building to 1 square foot of land area). It also provided for a height of 3 stories above the
- 10 main entry level.
- 11 **Planning File 3608:** (2005) Planned Unit Development approval for the lifestyle wing that
- 12 replaced the former Mervyn’s of California anchor.
- 13 **PROJ0004 - Comprehensive Plan:** In 2009, the City adopted a new Comprehensive Plan,
- 14 which identified the Rosedale retail area as Regional Business.

15 **PROJ0017 – Zoning Code Rewrite:** In 2010, the City of Roseville  
16 rezoned the City and adopted a new Zoning Code. Rosedale was zoned  
17 to Regional Business District and the PUD, as a development tool, was  
18 eliminated from the Code; however, amendments of existing PUD’s  
19 approvals/agreements remained.

20 **LEVEL OF CITY DISCRETION IN DECISION-MAKING**

Action taken on a plat request is **quasi-judicial** and action on a planned unit development is **legislative**; the City’s role is to determine the facts associated with the request, and weigh those facts against the legal standards contained in State Statute and City Code.



21 **PROPOSAL**

22 Jones Lang LaSalle (JLL) proposes to create a new lot, consolidate their existing 3 lots, and  
23 modify the size of the J.C. Penney lot, all in order to facilitate a 141,000 sq. ft. retail addition, a  
24 450-stall parking deck, and up to 5 - 7,000 to 8,000 sq. ft. commercial building pad sites. Since  
25 the proposal affects the former Planned Unit Development #3608, its legal description and  
26 components of the agreement are required to be amended. It is worth noting here that in  
27 December 2010, the City eliminated the PUD as a development tool within the Zoning Code.  
28 However, improvements such as those contemplated by JLL do trigger an amendment, which is  
29 covered under the current fee structure approved by the City Council. Regarding the possible  
30 tenants in the addition and out-parcels, it is our understanding that the tenant mix is confidential.

31 When exercising the so-called “quasi-judicial” authority on a plat request, the role of the City is  
32 to determine the facts associated with a particular request and apply those facts to the legal  
33 standards contained in the ordinance and relevant state law. In general, if the facts indicate the  
34 application meets the relevant legal standards and will not compromise the public health, safety,  
35 and general welfare, then the applicant is likely entitled to the approval. The City is, however,  
36 able to add conditions to a plat approval to ensure that the likely impacts to parks, schools, roads,  
37 storm sewers, and other public infrastructure on and around the subject property are adequately  
38 addressed. Proposals may also be modified to promote the public health, safety, and general  
39 welfare, and to provide for the orderly, economic, and safe development of land, and to promote  
40 housing affordability for all levels.

41 **PRELIMINARY PLAT ANALYSIS**

42 The proposed preliminary plat seeks to create Lot 1, Block 1, Rosedale Fifth Addition, which  
43 modifies the size of the J.C. Penney lot so that there is a no net loss of land area. The proposal  
44 also creates Lot 2, Block 1, Rosedale Fifth Addition, which will serve as the lot on which the  
45 new retail building will be constructed. The proposal also creates Lot 3, Block 1, Rosedale Fifth  
46 Addition, which is the combination of the remaining JLL lots into a new single property.

47 Plat proposals are reviewed primarily for the purpose of ensuring that all proposed lots meet the  
48 minimum size requirements of the zoning code, that adequate streets and other public  
49 infrastructure are in place or identified and constructed, and that storm water is addressed to  
50 prevent problems either on nearby property or within the storm water system. As a PRELIMINARY  
51 PLAT of a regional business-zoned property, neither the zoning nor subdivision codes establish  
52 minimum requirements for area or width of lots, but the proposal is subject to the easement  
53 standards and park dedication of the subdivision code, established in Chapter 1103 (Design  
54 Standards) of the City Code.

55 The proposed PRELIMINARY PLAT documentation is included with this report as Attachment C.  
56 Roseville’s Public Works Department staff has been working with the applicant to address the  
57 typical public needs related to overall site grading and attending to storm water management  
58 requirements. Regarding easements, no additional utility and drainage easements will be  
59 necessary on Lot 1 and 3, and the Public Works staff will not be requiring easements on the new  
60 Lot 2, given the uniqueness of the development.

61 City Code specifies that an approved tree preservation plan is a necessary prerequisite for  
62 approval of a preliminary plat, however, the proposed new lot area of Rosedale Mall does not  
63 include any trees. Therefore, the Planning Division is waiving this requirement for the platting  
64 process. A tree preservation plan will be required as a component of the parking deck permit  
65 application coming forward for review and approval in the future.

66 Given some recent building code issues on other developments, Roseville’s building official  
67 recommended that the project architect review the proposed lot and building placement with  
68 regard to Section 503, Area Limitations, and 705.8, Allowable Area or Openings, of the 2015  
69 Minnesota State Building Code to make sure the lot is appropriately sized and the design of  
70 structure meets all applicable requirements. Should it be determined that additional lot area is  
71 necessary, the lot could potentially increase from its current preliminary size.

72 As of the printing of this report there has not been a determination reached regarding park  
73 dedication. It is assumed that a payment in lieu of land dedication will be required.

74 Roseville’s Development Review Committee (DRC) met on August 13 and 20, 2015, to discuss  
75 this application. All of the feedback from members of the DRC is incorporated into the above  
76 comments pertaining to the zoning and subdivision codes and engineering requirements.

77 **PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT ANALYSIS**

78 PUD #3608 was approved by the City Council in 2005 to allow a 132,679 sq. ft. 2-story easterly  
79 expansion of the Mall. The expansion was added to the east end of the former Mervyn’s store  
80 and included 63,679 sq. ft. of shops and restaurants as well as a 69,000 sq. ft., 14-screen theater.  
81 The project also included the remodeling of the former Mervyn’s structure into additional shops,  
82 revised on-site parking, and revamped the main drive lane (ingress/egress) from County Road  
83 B2.

84 The 2015 amendment proposal includes the construction of a 450-space parking deck that  
85 crosses property lines, a new 141,000 sq. ft. retail building, up to 5 commercial pads for future  
86 7,000 to 8,000 sq. ft. commercial buildings, associated parking lot revisions/enhancements, and  
87 revised storm water management for the project.

88 **LEGAL DESCRIPTION ANALYSIS**

89 The Plaza, the common name of the 2005 lifestyle center development, consisted of three  
90 specific lots owned by JLL, described below:

91 **Lot 4, Block 1, Rosedale Center Fourth Addition**  
92 (Torrens Property – Certificate of Title No. 375111)

93 **Lot 3, Block 1, Rosedale Center Fourth Addition, except that part of overlying Lots 6 and**  
94 **Lot 7, Block 5, Leinen Heights Number 2**  
95 (Torrens Property – Certificate of Title No. 375111)

96 **That part of Lot 3, Block 1, Rosedale Center Fourth Addition, that overlies Lot 6 and Lot**  
97 **7, Block 5, Leinen Heights Number 2**  
98 **(Abstract Property)**

99 Since the above three lots or the remaining portions thereof are being combined into a single lot  
100 for the 2015 amendment, a new lot is being created for the retail addition, and the J.C. Penney lot  
101 is being modified to have no net loss of land area. The PUD Agreement's legal description must  
102 then change to the following:

103 **Lot 1, 2, and 3, Block 1, Rosedale Center Fifth Addition**

104 **PUD AGREEMENT ANALYSIS**

105 As stated previously, PUD #3608 covered the 2005 Plaza addition as well as associated site and  
106 building improvements and enhancements. The proposal being sought through this amendment  
107 calls for the construction of a new 450-space parking deck that crosses property lines,  
108 construction of a new 141,000 sq. ft. retail building, the addition of up to 5 commercial pads for  
109 7,000 to 8,000 sq. ft. commercial buildings, and associate parking lot, storm water, and site  
110 improvements.

111 PUD Agreement #3608 includes a number of items that specify what, where, and how  
112 development is to occur. These specific sections will be revised in order to support the proposed  
113 2015 changes being sought by JLL. Below is a brief review of the sections and the changes  
114 necessary to support the proposed project:

115 **Use – Permitted:** This section identifies what uses are allowed on each lot and what may or  
116 may not be allowed in the future. In the case of the Plaza, it was identified as a Shopping Center  
117 District, which no longer exists in our Zoning Code. This section will be revised to address a  
118 broader allowance and identify the existing Regional Business District; it will also specifically  
119 note any subsequent changes in zoning for the site. The section also identified the project  
120 specifications through exhibits (development plans) that assisted in identifying the perimeters for  
121 development.

122 The Regional Business District will be noted as will the proposed project of 141,000 sq. ft. retail  
123 addition, 450-vehicle parking deck, up to 5 additional outlot developments, and associated site  
124 enhancements/improvements. Reuse of additional developments will also be addressed in this  
125 section.

126 **Building Setbacks:** This area describes the details of building setbacks for each development.  
127 It is anticipated that all lots will allow flexible setbacks between 0 and 10 feet.

128 **Off-Street Parking Lot Setbacks:** This section describes the parking lot limitations, which  
129 staff will craft according to the proposed plans.

130 **Building Height and Design – Proposed Development:** This section will describe the  
131 proposed 141,000 sq. ft. retail addition, the parking deck, and future outlot developments, which  
132 will need to meet certain aspects of the Design Standards section of 1005.02. These include  
133 vertical and horizontal façade articulation, window and door openings, four-sided design,  
134 maximum building length, and rooftop mechanical equipment. As for building height, the  
135 Regional Business District limits height to 65 feet, however it is anticipated that the addition will  
136 be more in keeping with a 3-story addition, similar to the existing theater and anchor tenants.

137 **Building Materials:** The Planning Division will be seeking to establish a pallet of materials for  
 138 the main building addition and parking deck that are consistent with regional mall development  
 139 and most likely will allow the outlot development to meet Section 1005.01.F Materials, to afford  
 140 a broader selection that is consistent with out-parcel developments.

141 **Parking Requirements:** The existing PUD addressed parking in the following manner: *Upon*  
 142 *completion of the proposed redevelopment of the former Mervyn’s Department Store into a “life style*  
 143 *center” addition and a 2550 seat theater, Rosedale Mall will contain 1,071,702 sq. ft. of gross area of*  
 144 *which 896,150 sq. ft. is net leasable retail area requiring (per City Code) 4,480 spaces and the 2500 seat*  
 145 *theater adds a required 833 spaces (per City Code) for a total on-site parking requirement (including the*  
 146 *“amendment area”) of 5,314 parking spaces. As of this date the entire shopping center has 5,759 on-site*  
 147 *parking spaces.*

Tenant	Gross sq. ft.	Non-retail sq. ft.	Net Retail sq. ft.	Required Parking
Marshall Fields	259,453	20,254	239,199	1,196
Herberger’s	138,721	32,700	106,021	530
J.C. Penny’s	155,916	36,456	119,460	598
Proposed Retail 2005	123,708	18,556 (15%)	105,152	525
Interior Mall	393,904	67,586 (15%)	326,318	1,630
<b>Rosedale Mall Total:</b>	<b>1,071,702 sq. ft.</b>	<b>175,552 sq. ft.</b>	<b>896,150 sq. ft.</b>	<b>4,481</b>
Theater (1space /3 seats)	2500 seats			833
<b>Total Parking Required (NET)</b>				<b>5,314</b>
Gross Lease Area	1,151,063 sq. ft.			5,755
<b>Parking Provided (GROSS)</b>				<b>5,759</b>
<b>Bonus or Surplus</b>				<b>445</b>

148 In 2010, the City created new parking and loading requirements with the addition of Section  
 149 1019, Parking and Loading Areas, into the Zoning Code. These new requirements generally  
 150 reduced the number of on-site parking stalls for most uses. The City Planner has estimated the  
 151 required parking based on the current Code in the table below. This is only an estimate, as the  
 152 City Planner still needs to confirm all sit-down restaurant square footages to be removed from  
 153 the Plaza and Mall interior totals and then added back into the table as sit-down restaurants per  
 154 the different requirements of Table 1019.01. Staff anticipates the Rosedale will continue to have  
 155 an overall surplus number of parking spaces when the requirements are finalized. The table  
 156 below includes a parking requirement range for out-parcels, since it is unknown whether they  
 157 will be retail, restaurant, or office. The total required parking includes the higher parking  
 158 requirement.

159

Tenant	Gross Floor Area (gfa)	Required Parking
Macy's	259,453	798
J.C. Penney	155,916	480
Herberger's	138,721	427
The Plaza	123,708	381
Interior mall	393,904	1,212
2015 Proposal	141,000	434
Proposed out parcel Developments (5)	35,000-40,000	150-500
AMC Theater	2,500 seats	625
<b>Total Required Parking</b>		4,857
<b>Parking Currently Provided</b>		5,759

160 The next area of the PUD is a section discussing the overall development conditions. Here, staff  
 161 will revise and renumber the sub-sections to better address current Code requirements and  
 162 aspects of the proposed development that require heightened attention. The areas of focus in the  
 163 current PUD include Mitigation of Impact of Adjacent Uses, Storage, Site Constriction and  
 164 Fencing, Landscaping and Landscape Guarantee, Trash Handling, Service and Delivery, Off-  
 165 Street Parking, Signage, Lighting, Anticipated Development Schedule, and Transit. Since the  
 166 Zoning Code was amended in 2010, some of these items have changed both in regulation, as  
 167 well as title, and the Planning Division will assess whether other items need to be incorporated  
 168 into the amended PUD as it moves forward.

169 Another component of this proposal deals with traffic generation. JLL had their consultant  
 170 complete a traffic study that has been provided to the City Engineer for review. Generally, the  
 171 proposed addition and out lots are generating few new trips to the mall, however, the volumes  
 172 generated do impact some of the existing intersections at the mall and surrounding area. The  
 173 City Engineer has been in contact with Ramsey County and MnDOT regarding the proposed  
 174 improvements and the traffic management plan for the area. Based on the proposal, there may be  
 175 some required traffic mitigation that will be the responsibility of JLL.

176 Similarly, the City Engineer has been discussing storm water management with the applicant's  
 177 consultant, since the proposal calls for the existing system to be replaced in a new location. The  
 178 site improvements will be required to meet current watershed and City requirements for storm  
 179 water management, and the City has had initial discussions with JLL on providing additional  
 180 storm water management, which additional cost would be the responsibility of the City.

181 **PUBLIC COMMENT**

182 At the time this report was prepared, Planning Division staff has not received any  
 183 communications from members of the public about the proposal.

184 **RECOMMENDED ACTION**

- 185 1. **By motion, recommend approval of the proposed preliminary plat** of Lots 1, 2, and 3,  
 186 Block 1, Rosedale Fifth Addition at 1700 County Road B2 and 1705 Highway 36, based on  
 187 the comments and findings of this report, and subject to the following conditions:
  - 188 a. The Public Works Department shall approve easements, grading and drainage, storm  
 189 water management, and utility requirements as necessary to meet the applicable standards  
 190 prior to the approval of the final plat or issuance of permits for site improvements;

- 191 b. Storm water improvements will be signed off by the City Engineer prior to the issuance  
 192 of a building permit for the leasable space. The City may work with the developer and  
 193 the watershed district to provide additional storm water management that benefits a  
 194 broader area of the City.
- 195 c. Permits for site improvements shall not be issued without evidence of an approved permit  
 196 from the watershed district;
- 197 d. The City Engineer, Ramsey County, and MnDOT shall all approve the traffic  
 198 management plan and improvements prior to the final plat. There may be some required  
 199 traffic mitigation costs to be paid by the developer, associated with these improvements.
- 200 **2. By motion, recommend approval of the proposed amendment to Planned Unit**  
 201 **Development #3608** including:
- 202 a. Change in legal description from Lot 4, Block 1, Rosedale Center Fourth Addition  
 203 (Torrens Property – Certificate of Title No. 375111) Lot 3, Block 1, Rosedale Center  
 204 Fourth Addition, except that part of overlying Lots 6 and Lot 7, Block 5, Leinen Heights  
 205 Number 2 (Torrens Property – Certificate of Title No. 375111) That part of Lot 3, Block  
 206 1, Rosedale Center Fourth Addition, that overlies Lot 6 and Lot 7, Block 5, Leinen  
 207 Heights Number 2 (Abstract Property) to **Lots 1, 2, and 3, Block 1, Rosedale Fifth**  
 208 **Addition.**
- 209 b. The City shall determine the required on-site parking for Rosedale and incorporate these  
 210 requirements into the amended PUD Agreement.
- 211 c. All applicable sections of the current PUD Agreement shall be modified to account for  
 212 the 2010 zoning requirements.
- 213 d. The City Engineer, Ramsey County, and MnDOT shall all approve the traffic  
 214 management plan and improvements prior to the issuance of a building permit for the  
 215 leasable space. There may be some required traffic mitigation costs to be paid by the  
 216 developer, associated with these improvements.

217 **ALTERNATIVE ACTIONS**

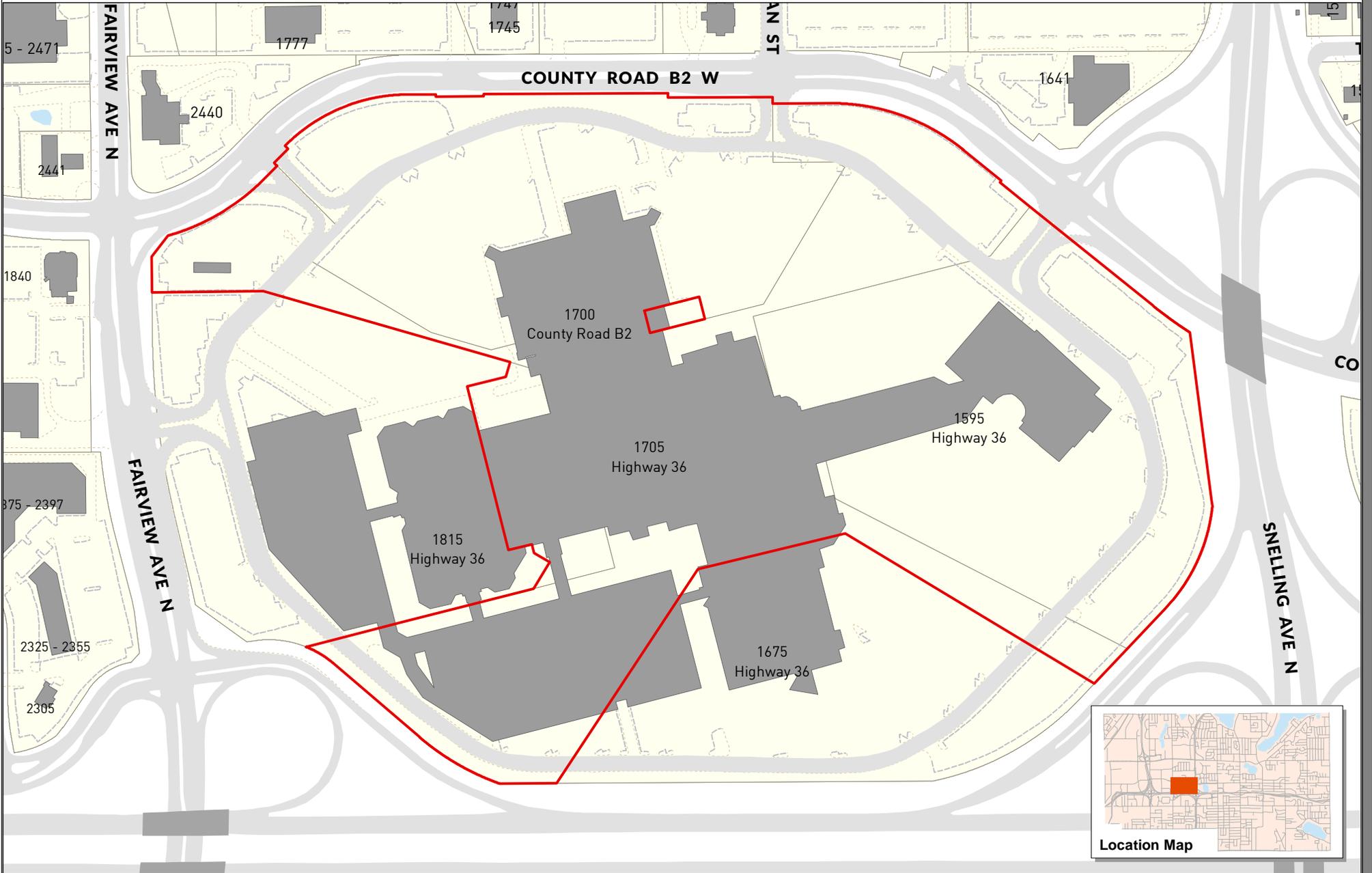
218 **Pass a motion to table the item for future action.** Tabling beyond October 6, 2015, for PUD  
 219 Amendment and December 4, 2015, for preliminary plat may require extensions of the action  
 220 deadline established in State Statutes (120 days for preliminary plat and 60 days for the PUD  
 221 amendment).

222 **By motion, recommend denial of the proposal.** A recommendation to deny should be  
 223 supported by specific findings of fact based on the Planning Commission’s review of the  
 224 application, applicable City Code regulations, and the public record.

**Prepared by: City Planner Thomas Paschke 651-792-7074 | thomas.paschke@cityofroseville.com**  
 Attachments: A: Area map D: Proposed Development Plans  
 B: Aerial photo E: PUD Agreement #3608  
 C: Preliminary plat



# Attachment A for Planning File 15-019



Prepared by:  
 Community Development Department  
 Printed: August 17, 2015



### Site Location

Comp Plan / Zoning  
 Designations  
 LR / LDR-1

### Data Sources

\* Ramsey County GIS Base Map (8/2/2015)  
 For further information regarding the contents of this map contact:  
 City of Roseville, Community Development Department,  
 2660 Civic Center Drive, Roseville MN

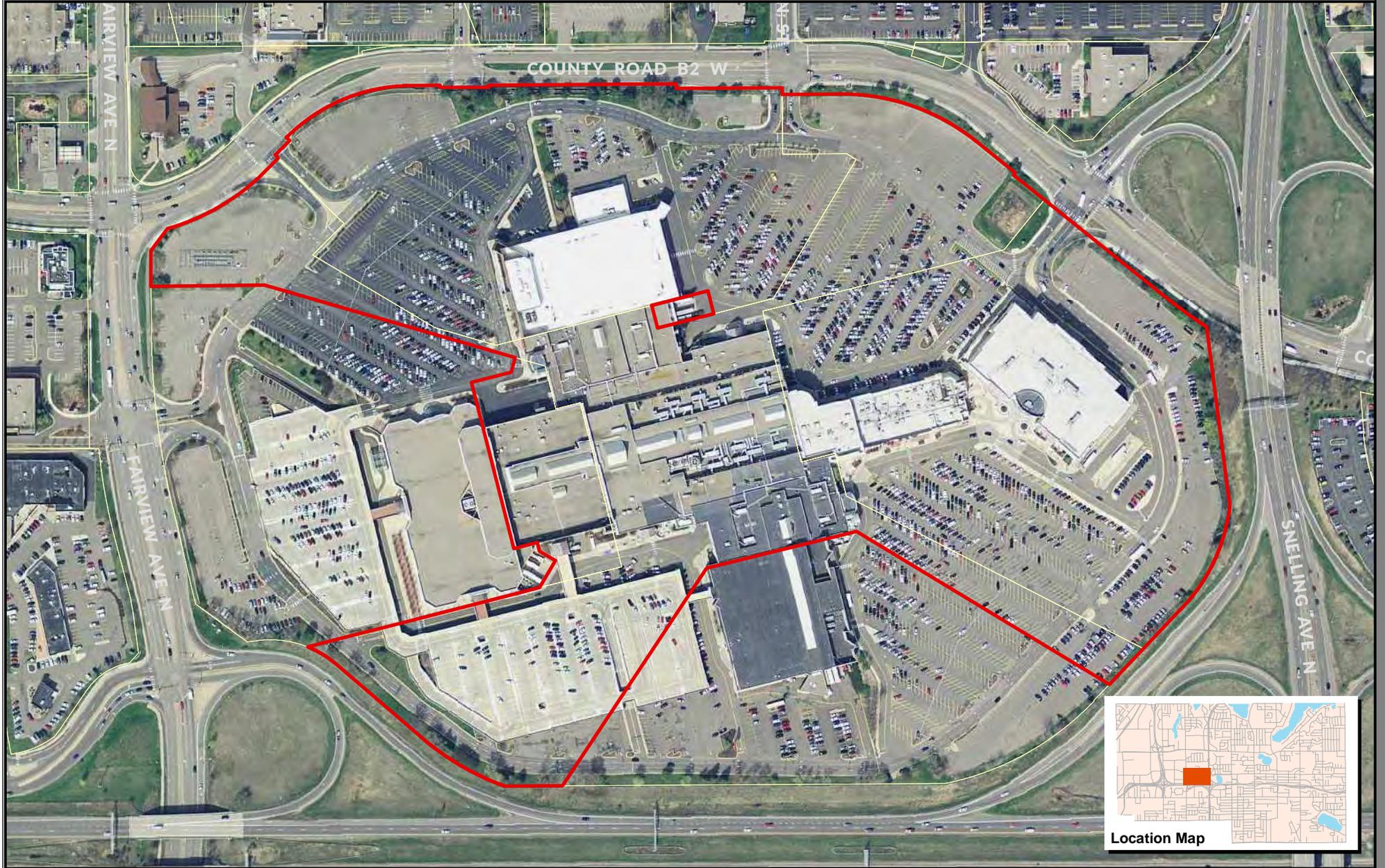
### Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.



mapdoc: planning\_commission\_location.mxd

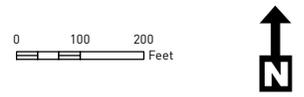
# Attachment B for Planning File 15-019

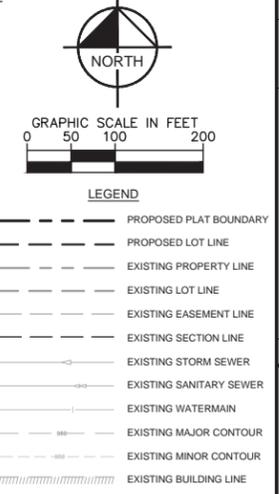
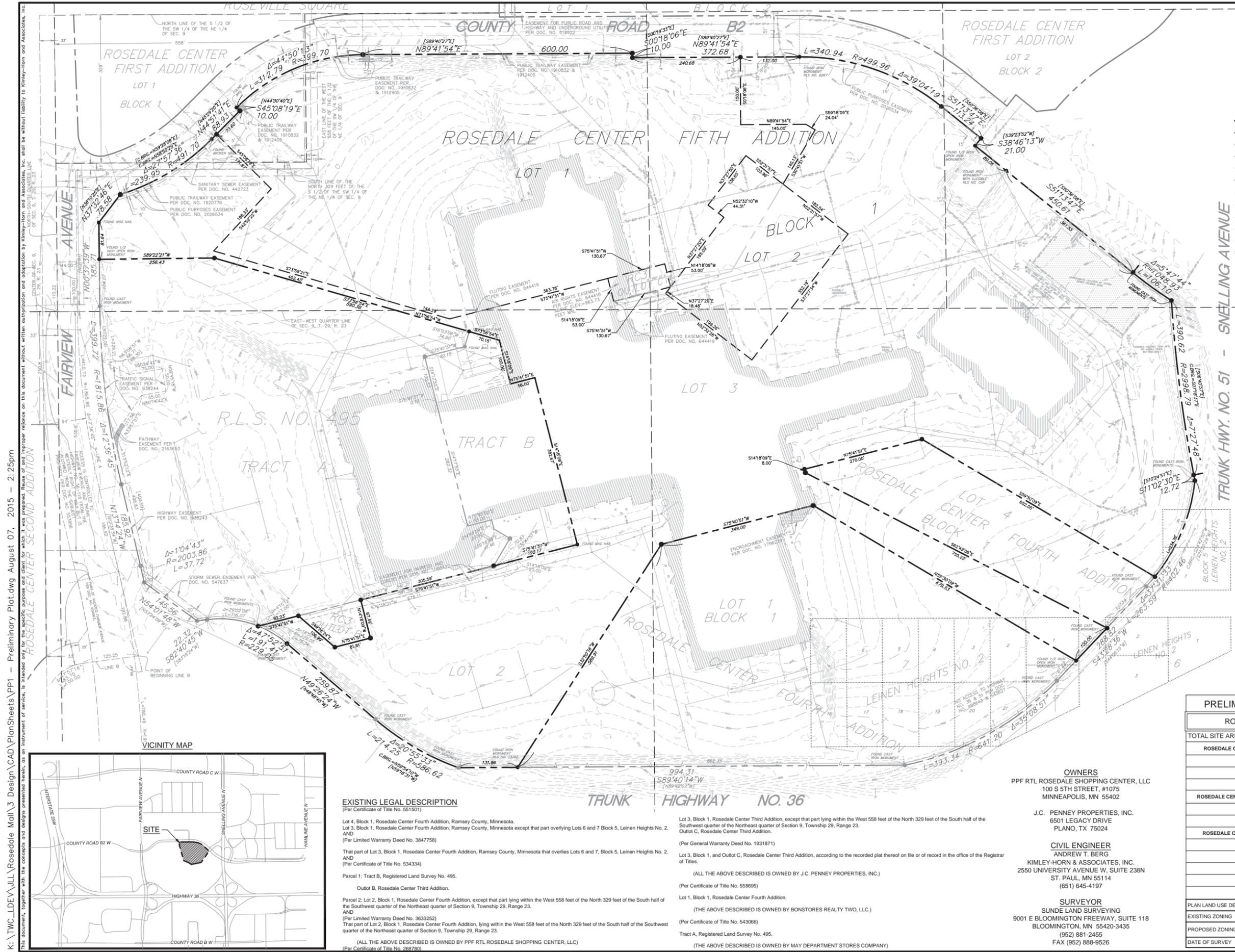


**ROSEVILLE**  
 Prepared by:  
 Community Development Department  
 Printed: August 18, 2015

**Data Sources**  
 \* Ramsey County GIS Base Map (8/2/2015)  
 \* Aerial Data: MnGeo (4/2012)  
 For further information regarding the contents of this map contact:  
 City of Roseville, Community Development Department,  
 2660 Civic Center Drive, Roseville MN

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 2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114  
 PHONE: 651-645-4197  
 WWW.KIMLEY-HORN.COM

PLANNING PROJECT: 160796000  
 DATE: 08/07/15  
 SCALE: AS SHOWN  
 DESIGNED BY: MSL  
 DRAWN BY: MSL  
 CHECKED BY: ATB  
 MIN. LIC. NO.: 47980  
 ANDREW T. BERG

**PRELIMINARY PLAT ROSEDALE CENTER FIFTH ADDITION**

**ROSEDALE MALL EXPANSION ROSEVILLE, MN**

PRELIMINARY PLAT DATA TABLE	
ROSEDALE MALL EXPANSION	
TOTAL SITE AREA	3,188,527 SF (73.19 AC)
<b>ROSEDALE CENTER FIFTH ADDITION</b>	
LOT 1, BLOCK 1	566,109 SF (13.00 AC)
LOT 2, BLOCK 1	91,433 SF (2.10 AC)
LOT 3, BLOCK 1	1,289,549 SF (29.60 AC)
<b>ROSEDALE CENTER FOURTH ADDITION</b>	
LOT 1, BLOCK 1	464,351 SF (10.66 AC)
LOT 4, BLOCK 1	116,780 SF (2.68 AC)
<b>ROSEDALE CENTER THIRD ADDITION</b>	
OUTLOT B	9,851 SF (0.22 AC)
OUTLOT C	6,926 SF (0.16 AC)
TRACT A	544,097 SF (12.49 AC)
TRACT B	99,422 SF (2.28 AC)
<b>ZONING SUMMARY</b>	
PLAN LAND USE DESIGNATION	REGIONAL BUSINESS
EXISTING ZONING	PUD/REGIONAL BUSINESS
PROPOSED ZONING	PLANNED UNIT DEVELOPMENT (PUD)
DATE OF SURVEY	JULY 31, 2015

**EXISTING LEGAL DESCRIPTION**  
 (Per Certificate of Title No. 551501)

Lot 4, Block 1, Rosedale Center Fourth Addition, Ramsey County, Minnesota.  
 Lot 3, Block 1, Rosedale Center Fourth Addition, Ramsey County, Minnesota except that part overlying Lots 6 and 7, Block 5, Leinen Heights No. 2.  
 AND  
 (Per Limited Warranty Deed No. 3847758)  
 That part of Lot 3, Block 1, Rosedale Center Fourth Addition, Ramsey County, Minnesota that overlies Lots 6 and 7, Block 5, Leinen Heights No. 2.  
 AND  
 (Per Certificate of Title No. 534334)  
 Parcel 1: Tract B, Registered Land Survey No. 495.  
 Outlot B, Rosedale Center Third Addition.  
 Parcel 2: Lot 2, Block 1, Rosedale Center Fourth Addition, except that part lying within the West 558 feet of the North 329 feet of the South half of the Southwest quarter of the Northeast quarter of Section 9, Township 29, Range 23.  
 AND  
 (Per Limited Warranty Deed No. 3833252)  
 That part of Lot 2, Block 1, Rosedale Center Fourth Addition, lying within the West 558 feet of the North 329 feet of the South half of the Southwest quarter of the Northeast quarter of Section 9, Township 29, Range 23.  
 (ALL THE ABOVE DESCRIBED IS OWNED BY PPF RTL ROSEDALE SHOPPING CENTER, LLC)  
 (Per Certificate of Title No. 268780)

Lot 3, Block 1, Rosedale Center Third Addition, except that part lying within the West 558 feet of the North 329 feet of the South half of the Southwest quarter of the Northeast quarter of Section 9, Township 29, Range 23.  
 Outlot C, Rosedale Center Third Addition.  
 (Per General Warranty Deed No. 1931871)  
 Lot 3, Block 1, and Outlot C, Rosedale Center Third Addition, according to the recorded plat thereof on file or of record in the office of the Registrar of Titles.  
 (ALL THE ABOVE DESCRIBED IS OWNED BY J.C. PENNEY PROPERTIES, INC.)  
 (Per Certificate of Title No. 558695)  
 Lot 1, Block 1, Rosedale Center Fourth Addition.  
 (THE ABOVE DESCRIBED IS OWNED BY BONSTORES REALTY TWO, LLC)  
 (Per Certificate of Title No. 543066)  
 Tract A, Registered Land Survey No. 495.  
 (THE ABOVE DESCRIBED IS OWNED BY MAY DEPARTMENT STORES COMPANY)

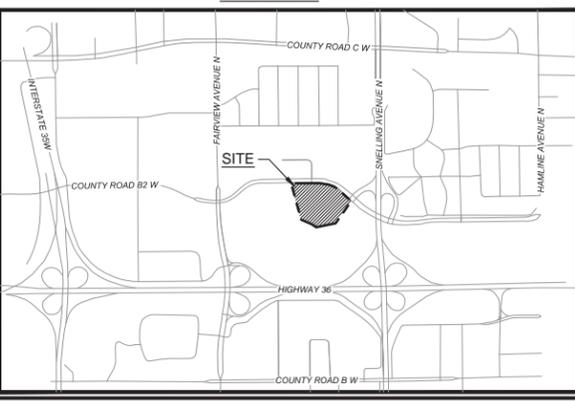
**OWNERS**  
 PPF RTL ROSEDALE SHOPPING CENTER, LLC  
 100 S 5TH STREET, #1075  
 MINNEAPOLIS, MN 55402

**J.C. PENNEY PROPERTIES, INC.**  
 6501 LEGACY DRIVE  
 PLANO, TX 75024

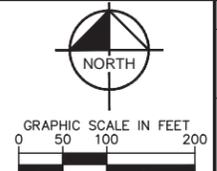
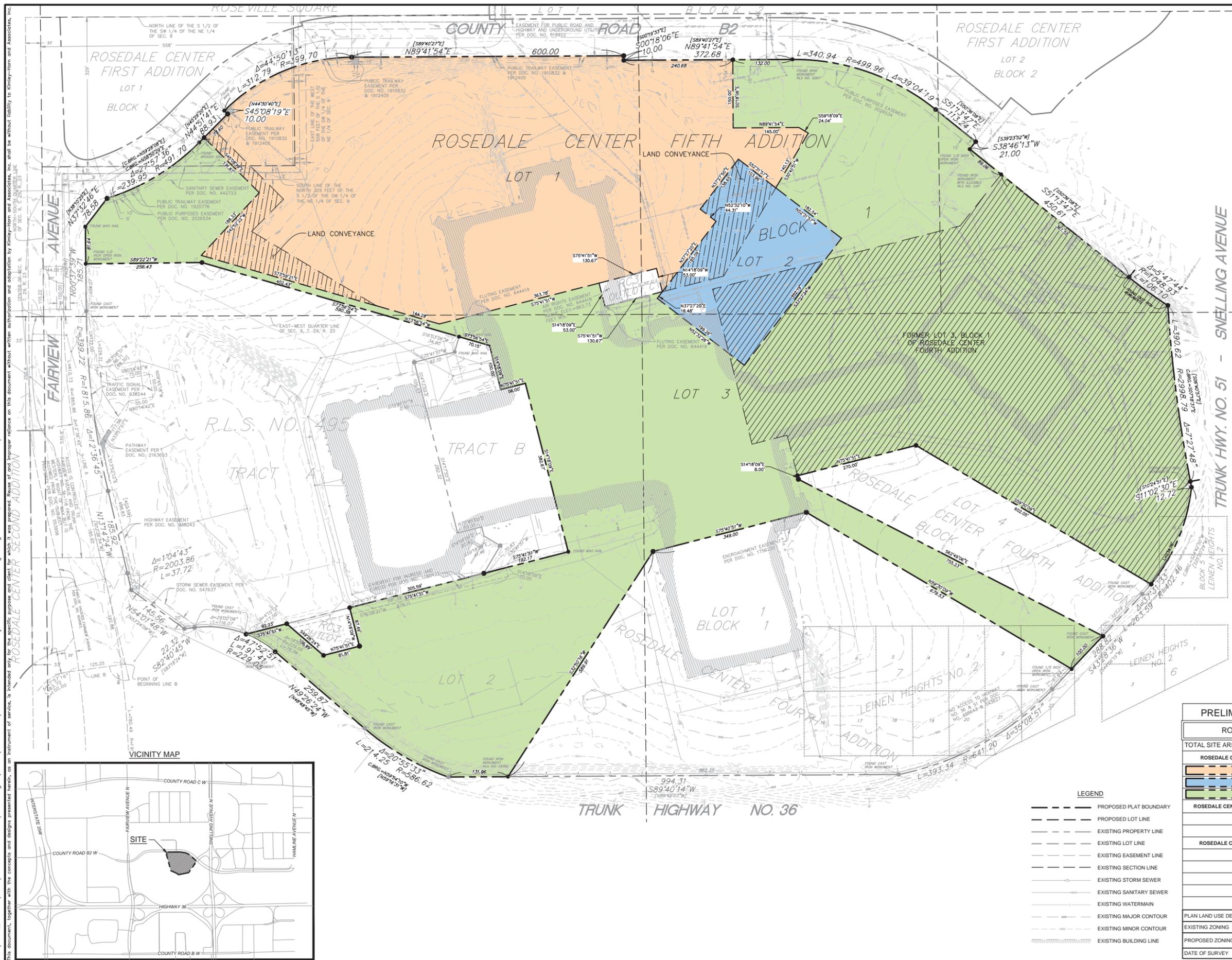
**CIVIL ENGINEER**  
 ANDREW T. BERG  
 KIMLEY-HORN & ASSOCIATES, INC.  
 2550 UNIVERSITY AVENUE W, SUITE 238N  
 ST. PAUL, MN 55114  
 (651) 645-4197

**SURVEYOR**  
 SUNDE LAND SURVEYING  
 9001 E BLOOMINGTON FREWAY, SUITE 118  
 BLOOMINGTON, MN 55420-3435  
 (952) 881-2455  
 FAX (952) 888-9526

K:\TWC\_DEV\JLL\Roseville Mall\3 Design\CAD\PlanSheets\PP1 - Preliminary Plat.dwg August 07, 2015 - 2:25pm



K:\TWC\_DEV\JLL\Rosedale Mall\3 Design\CAD\Exhibits\PPEx1 - Preliminary Plat Exhibit.dwg August 19, 2015 - 2:57pm  
 This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Release of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



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 PHONE: 651-665-4197  
 WWW.KIMLEY-HORN.COM

PROJECT NO.	160796000
DATE	08/07/15
SCALE	AS SHOWN
DESIGNED BY	MLS
DRAWN BY	MLS
CHECKED BY	ATB

PLAT EXHIBIT  
 ROSEDALE  
 CENTER FIFTH  
 ADDITION

ROSEDALE MALL  
 EXPANSION  
 ROSEVILLE, MN

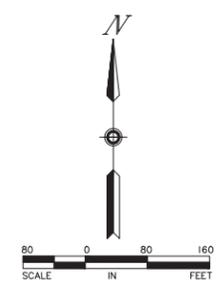
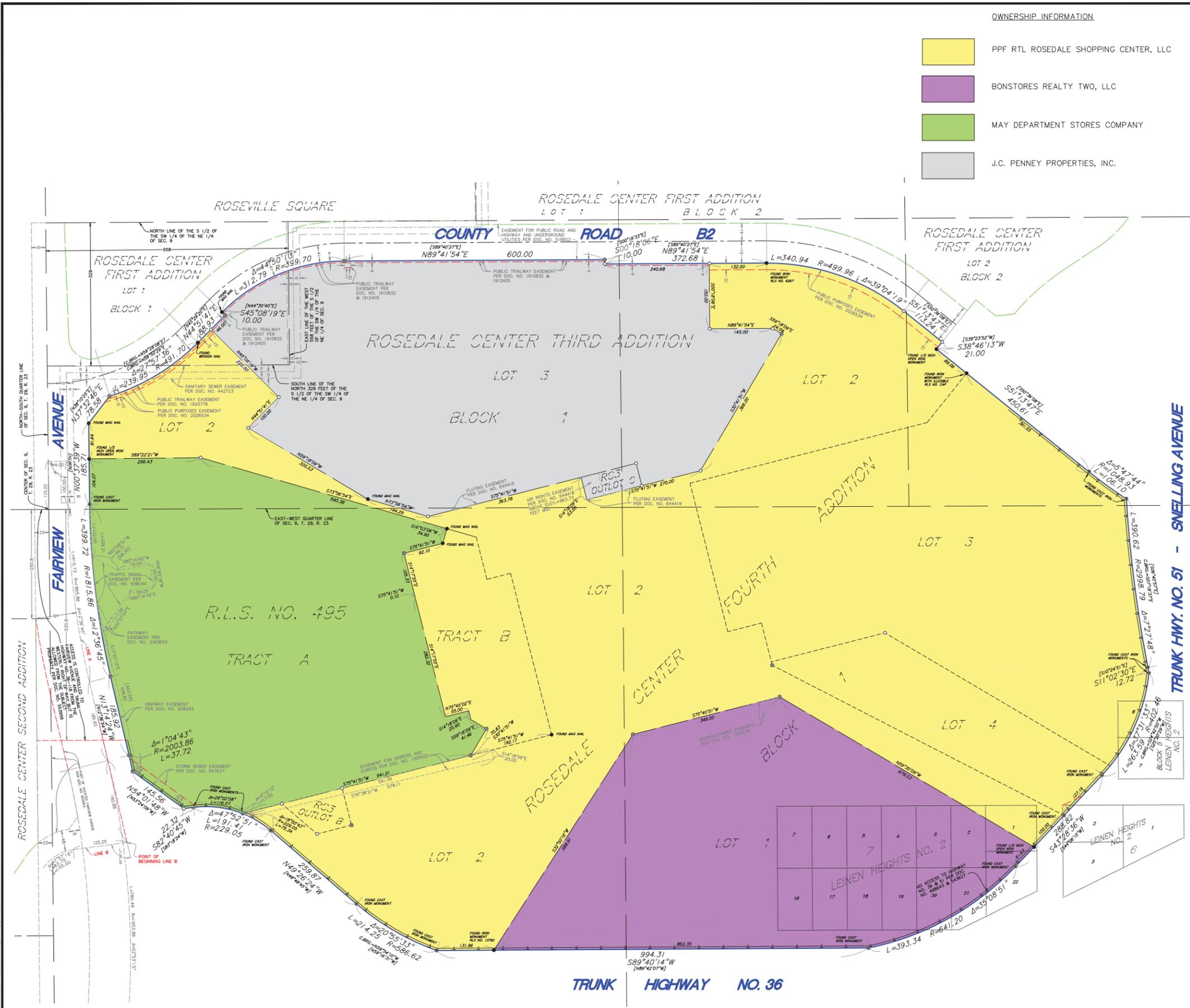
SHEET NUMBER  
 PPEX1

PRELIMINARY PLAT DATA TABLE	
ROSEDALE MALL EXPANSION	
TOTAL SITE AREA	3,188,527 SF (73.19 AC)
<b>ROSEDALE CENTER FIFTH ADDITION</b>	
LOT 1, BLOCK 1	566,109 SF (13.00 AC)
LOT 2, BLOCK 1	91,433 SF (2.10 AC)
LOT 3, BLOCK 1	1,289,549 SF (29.60 AC)
<b>ROSEDALE CENTER FOURTH ADDITION</b>	
LOT 1, BLOCK 1	464,351 SF (10.66 AC)
LOT 4, BLOCK 1	116,780 SF (2.68 AC)
<b>ROSEDALE CENTER THIRD ADDITION</b>	
OUTLOT B	9,851 SF (0.22 AC)
OUTLOT C	6,926 SF (0.16 AC)
TRACT A	544,097 SF (12.49 AC)
TRACT B	99,422 SF (2.28 AC)
<b>ZONING SUMMARY</b>	
PLAN LAND USE DESIGNATION	REGIONAL BUSINESS
EXISTING ZONING	PUD/REGIONAL BUSINESS
PROPOSED ZONING	PLANNED UNIT DEVELOPMENT (PUD)
DATE OF SURVEY	JULY 31, 2015

LEGEND	
---	PROPOSED PLAT BOUNDARY
---	PROPOSED LOT LINE
---	EXISTING PROPERTY LINE
---	EXISTING LOT LINE
---	EXISTING EASEMENT LINE
---	EXISTING SECTION LINE
---	EXISTING STORM SEWER
---	EXISTING SANITARY SEWER
---	EXISTING WATERMAIN
---	EXISTING MAJOR CONTOUR
---	EXISTING MINOR CONTOUR
---	EXISTING BUILDING LINE

OWNERSHIP INFORMATION

- PPF RTL ROSEDALE SHOPPING CENTER, LLC
- BONSTORES REALTY TWO, LLC
- MAY DEPARTMENT STORES COMPANY
- J.C. PENNEY PROPERTIES, INC.



LEGEND

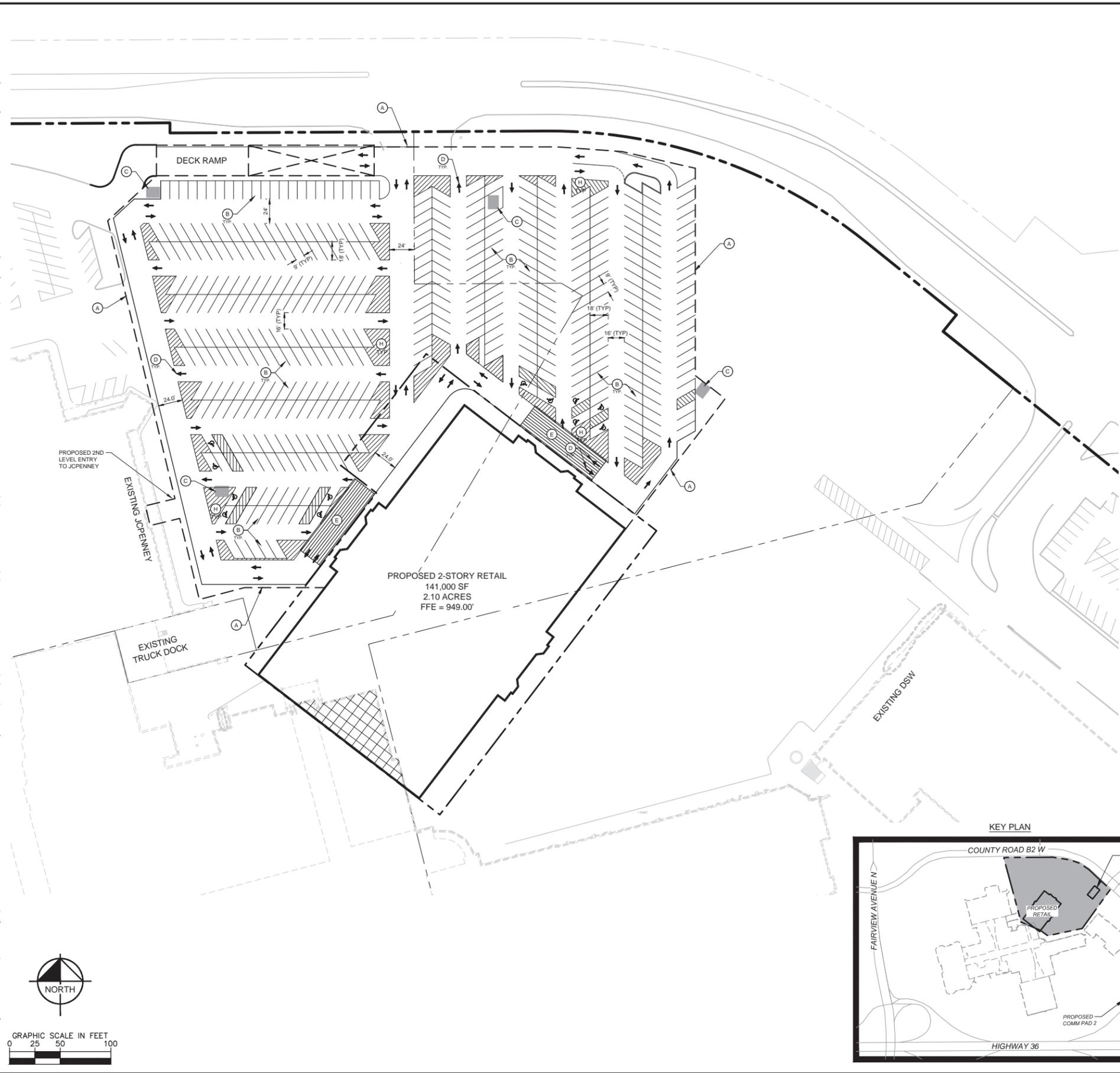
- Denotes iron monument set marked with P.L.S. No. 15480
- Denotes 1.17 inch diameter copper magnetized marker with disc affixed stamped LS-15480
- Denotes found iron monument
- RC3 Denotes Rosedale Center Third Addition
- Denotes controlled access per plat of Rosedale Center Fourth Addition

Dated this 31st day of July, 2015  
 Certified by: *Mark S. Hanson*  
 Mark S. Hanson, P.L.S. Minn. Lic. No. 15480

**SUNDE** LAND SURVEYING  
 Main Office: 9001 East Bloomington Freeway (398) + Suite 118  
 Bloomington, Minnesota 55425-3425  
 952-881-2455 (Fax: 952-888-9526)  
 West Office: Mandan, North Dakota 701-663-5562  
 File: 2015078-BND.dwg Sheet: 2 of 11



K:\TWC\_LDEV\Roseale Mall\3 Design\CAD\PlanSheets\C1.0 -Site Plan.dwg August 07, 2015 - 2:55pm  
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**SITE PLAN NOTES**

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
- ALL INNER CURBED RADII ARE TO BE 3' AND OUTER CURBED RADII ARE TO BE 10' UNLESS OTHERWISE NOTED. STRIPED RADII ARE TO BE 5'.
- ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
- SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY SUNDE LAND SURVEYING.
- TOTAL LAND AREA IS 72.19 ACRES AND THE PROPOSED RETAIL SITE IS 2.10 ACRES.

PROPERTY SUMMARY	
ROSEDALE MALL EXPANSION	
TOTAL SITE AREA	72.19 ACRES
TOTAL PROPOSED RETAIL PROPERTY	2.10 ACRES
TOTAL DISTURBED AREA	469,785 SF (10.8 AC)
EXISTING IMPERVIOUS AREA	410,836 SF (9.4 AC)
PROPOSED IMPERVIOUS AREA	432,918 SF (10.0 AC)
EXISTING PERVIOUS AREA	58,949 SF (1.4 AC)
PROPOSED PERVIOUS AREA	36,867 SF (0.8 AC)
ZONING SUMMARY	
EXISTING ZONING	PUD / REGIONAL BUSINESS
PROPOSED ZONING	PUD - PLANNED UNIT DEVELOPMENT

BUILDING DATA SUMMARY	
AREAS	
PROPOSED RETAIL	141,000 SF
PROPOSED COMMERCIAL PAD 1	7,000 SF
PROPOSED COMMERCIAL PAD 2	8,000 SF
BUILDING DEMOLITION	8,668 SF
EXISTING BUILDING AREA (TOTAL MALL)	1,148,854 SF GLA
PROPOSED BUILDING AREA (TOTAL MALL)	1,296,186 SF GLA
PARKING	
PROPOSED PARKING STALLS (GROUND)	651 STALLS
PROPOSED PARKING STALLS (DECK)	448 STALLS
EXISTING PARKING STALLS (TOTAL MALL)	5,675 STALLS (4.94 RATIO)
PROPOSED STALLS (TOTAL MALL)	5,756 STALLS (4.44 RATIO)

- KEYNOTE LEGEND**
- (A) PARKING DECK OUTLINE (ABOVE)
  - (B) 9x18' PARKING STALL
  - (C) PROPOSED STAIR LOCATION
  - (D) DIRECTIONAL ARROW
  - (E) PROPOSED CONCRETE CURB & GUTTER
  - (F) PEDESTRIAN CROSSWALK
  - (G) PROPOSED CONCRETE SIDEWALK
  - (H) PROPOSED STRIPED ISLAND

- LEGEND**
- MALL PROPERTY LINE
  - 2-STORY RETAIL PROPERTY LINE
  - LOT LINES
  - PARKING DECK OUTLINE (ABOVE)
  - PROPOSED CONCRETE CURB AND GUTTER
  - EXISTING CURB AND GUTTER
  - PROPOSED SIDEWALK
  - PROPOSED UNDERGROUND STORMWATER MANAGEMENT AREA
  - BUILDING DEMOLITION

NO.	REVISIONS	DATE	BY

**Kimley-Horn**  
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 2650 UNIVERSITY AVENUE WEST, SUITE 230N, ST. PAUL, MN 55114  
 PHONE: 651-646-4197  
 WWW.KIMLEY-HORN.COM

EVERY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

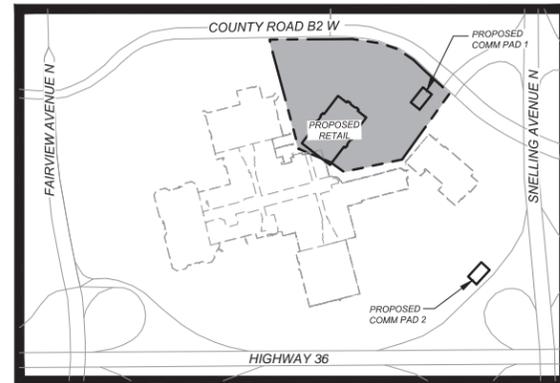
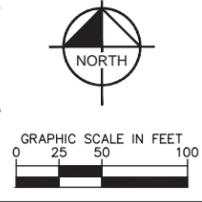
DATE: 08-07-2015 LIC. NO. 47980  
 ANDREW T. BERG  
 MIN. IN. 47980

**SITE PLAN - DECK LEVEL**

**ROSEDALE MALL EXPANSION**  
 ROSEVILLE, MN

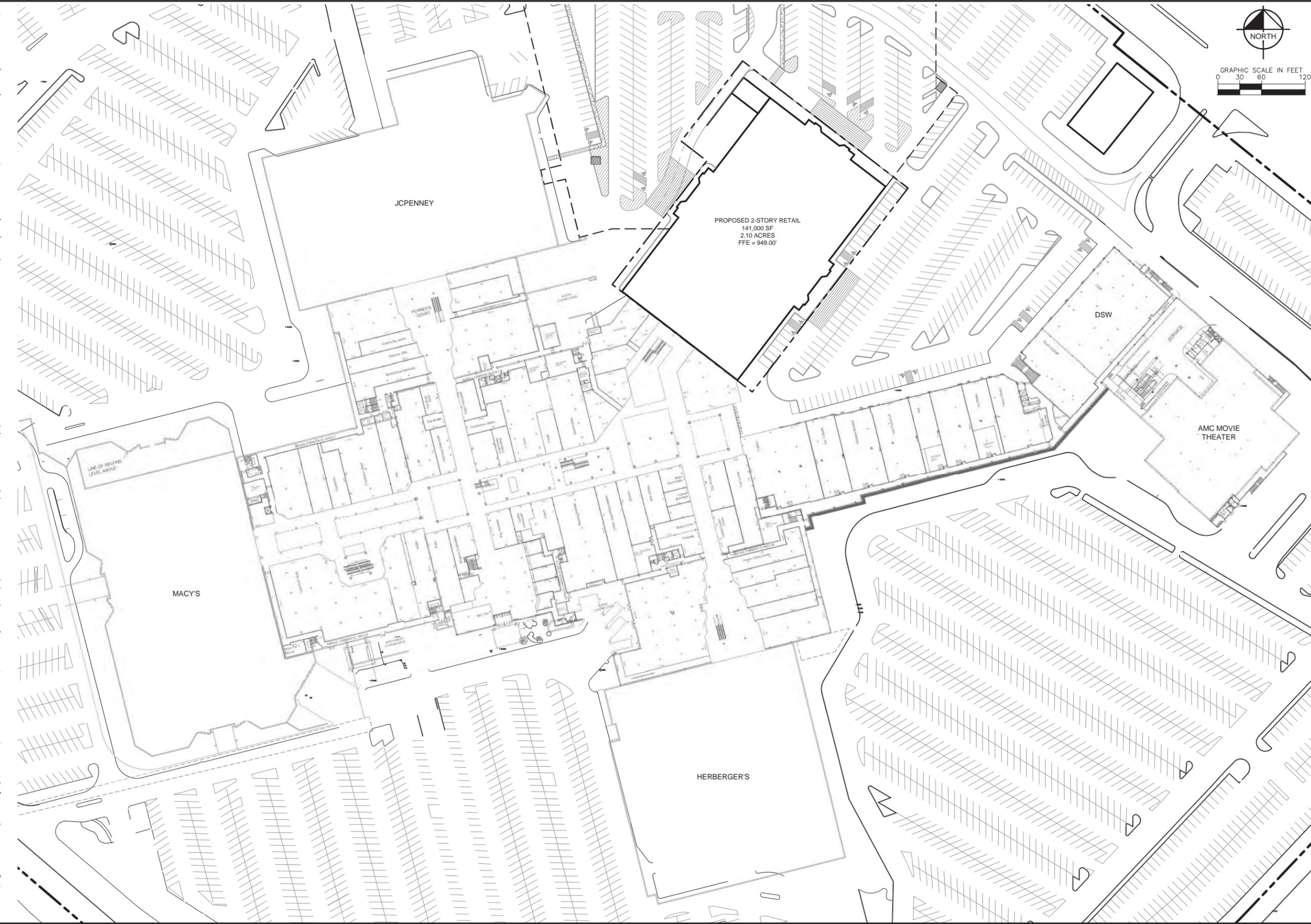
PRELIMINARY - NOT FOR CONSTRUCTION

SHEET NUMBER  
**C1.1**



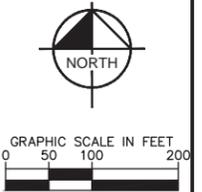
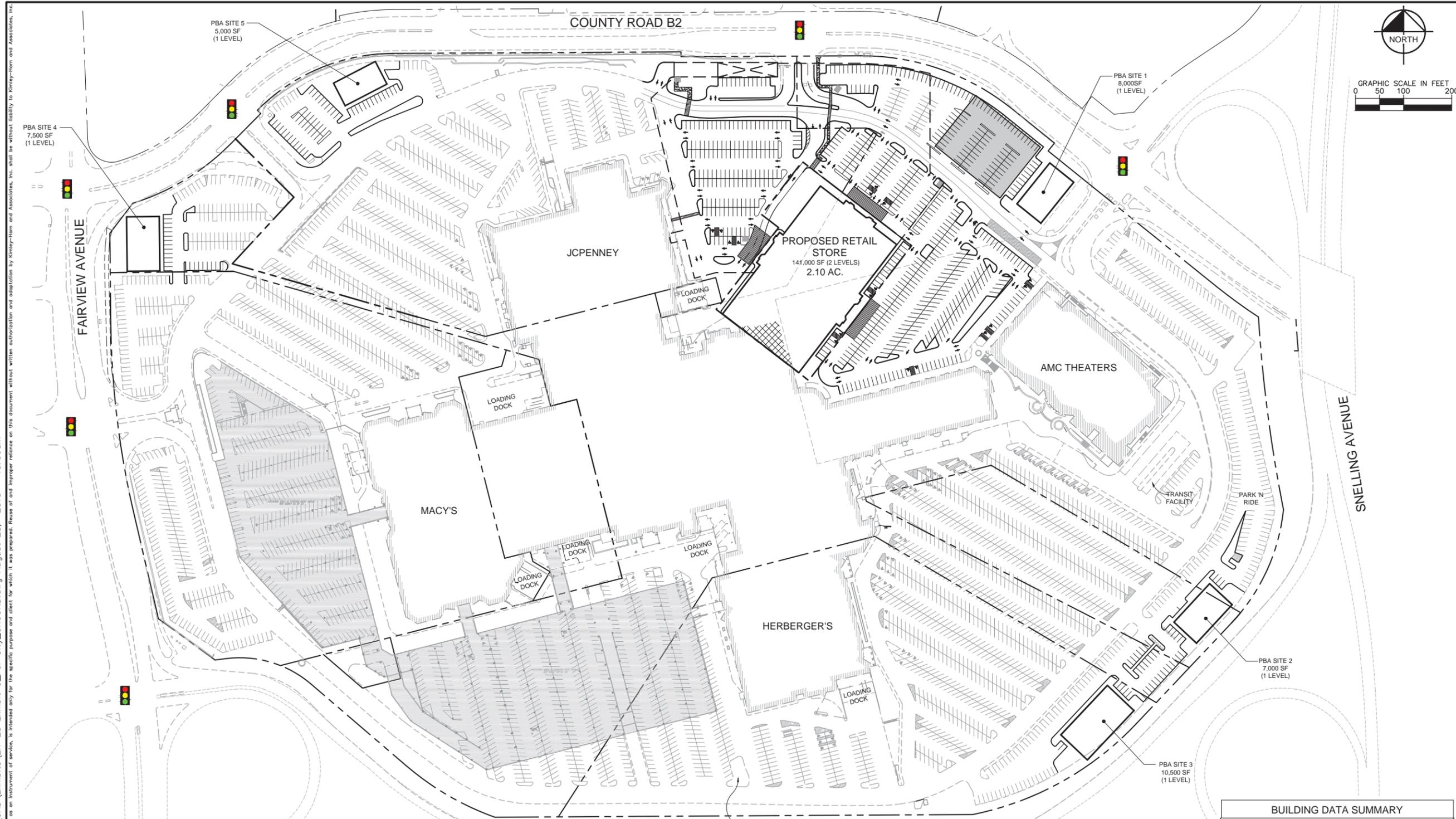
K:\TWC\_LDEV\JLL\Rosedale Mall\3 Design\CAD\Exhibits\EX-19 Proposed Lease Plan Exhibit.dwg August 07, 2015 - 8:35am

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<p><b>Kimley-Horn</b></p> <p>© 2015 KIMLEY-HORN AND ASSOCIATES, INC.          2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114          PHONE: 651-645-4197          WWW.KIMLEY-HORN.COM</p>		<p>NO.</p> <p>REVISIONS</p> <p>DATE</p> <p>BY</p>
<p>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</p>		<p>DATE</p> <p>DATE</p>
<p>KHA PROJECT</p> <p>160796000</p>	<p>DATE</p> <p>08/07/15</p>	<p>SCALE</p> <p>AS SHOWN</p>
<p>DESIGNED BY</p> <p>MLS</p>	<p>DRAWN BY</p> <p>MLS</p>	<p>CHECKED BY</p> <p>ATB</p>
<p>ROSEDALE MALL          EXPANSION          ROSEVILLE, MN</p>		<p>MN LIC. NO.</p>
<p>FLOOR PLAN          EXHIBIT</p>		<p>SHEET NUMBER</p> <p>EX-19</p>

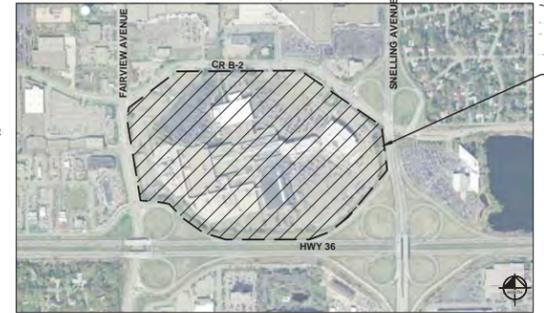
K:\TWC\_LDEV\ALL\Roseale Mall\3 Design\CAD\Exhibits\EX-23 Exhibit C\_For City\_GROUND.dwg August 28, 2015 - 10:06am



**LEGEND**

- MALL PROPERTY LINE
- 2-STORY RETAIL PROPERTY LINE
- LOT LINES
- PARKING DECK OUTLINE (ABOVE)
- PROPOSED CONCRETE CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED UNDERGROUND STORMWATER MANAGEMENT AREA
- BUILDING DEMOLITION

**VICINITY MAP**



**BUILDING DATA SUMMARY**

AREAS	
PROPOSED RETAIL STORE AREA	141,000 SF
PROPOSED COMMERCIAL PAD 1 (PBA)	7,000 SF
PROPOSED COMMERCIAL PAD 2 (PBA)	8,000 SF
PROPOSED COMMERCIAL PAD 3 (PBA)	10,500 SF
PROPOSED COMMERCIAL PAD 4 (PBA)	7,500 SF
PROPOSED COMMERCIAL PAD 5 (PBA)	5,000 SF
BUILDING DEMOLITION	8,668 SF
EXISTING BUILDING AREA (TOTAL MALL)	1,148,854 SF GLA
PROPOSED BUILDING AREA (TOTAL MALL)	1,319,186 SF GLA

PARKING	
PROPOSED PARKING STALLS (GROUND)	683 STALLS
PROPOSED PARKING STALLS (DECK)	427 STALLS
EXISTING PARKING STALLS (TOTAL MALL)	5,675 STALLS (4.94 RATIO)
PROPOSED STALLS (TOTAL MALL)	5,561 STALLS (4.22 RATIO)

**PROPERTY SUMMARY**

PROPOSED RETAIL STORE	
TOTAL SITE AREA	72.19 ACRES
TOTAL PROPOSED RETAIL STORE PROPERTY	2.10 ACRES

ZONING SUMMARY	
EXISTING ZONING	PUD / REGIONAL BUSINESS
PROPOSED ZONING	PUD - PLANNED UNIT DEVELOPMENT

**Kimley»Horn**  
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 PHONE: 651-645-4197  
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**PAD SITE EXHIBIT**

**ROSEDALE CENTER**  
 ROSEVILLE, MN

DATE  
**08/28/2015**  
 SHEET NUMBER  
**EXHIBIT 1**

Document# 1999224  
Certified Filed On 03/20/2007 1600  
Registrar of Titles, Ramsey County, MN  
Certificate# 551501  
1.3.2 201774

**CITY of ROSEVILLE  
PLANNED UNIT DEVELOPMENT AGREEMENT #3608**

This PLANNED UNIT DEVELOPMENT AGREEMENT ("AGREEMENT"), dated May 9, 2005 is entered into between the City of Roseville, a Minnesota municipal corporation, of 2660 Civic Center Drive, Roseville, Minnesota 55113 ("CITY") and PPF RTL Rosedale Shopping Center, LLC, by its agent Jones, Lang, LaSalle Properties, 1595 Highway 36 West, with offices at 10 Rosedale Center Roseville, MN 55113 ("DEVELOPER"). For reference the City of Roseville project file is PF3608.

**1.0 EFFECTIVE DATE of AGREEMENT:**

This AGREEMENT shall be effective upon completion of all of the following:

- 1.1 Passage and recording of this PUD AGREEMENT, amending the existing Rosedale Shopping Center PUD of January 1, 2000 (Ordinance # 1234), with specific terms and conditions for redevelopment/expansion of the Mall.
- 1.2 Execution of this AGREEMENT by the CITY and the DEVELOPER.
- 1.3 Approval of the Public Improvements Contract by the City Council of the CITY and recording of the Amended & Restated Transit Hub Agreement (Rosedale), dated June 20, 2005 and recording of any CITY approved public easements with the Ramsey County Recorder.

**2.0 REQUEST for PUD APPROVAL:**

The DEVELOPER has requested that the CITY approve an amendment to portions of the existing Rosedale Shopping Center Planned Unit Development (PUD) of January 1, 2000 (Exhibit A) that provides for the removal of the three story 170,000 sq. ft. east wing anchor department store (formerly known as Mervyn's) and redevelopment of approximately 182,000 sq. ft. of retail space in a three story format, which includes 123,708 sq. ft. (estimated) of retail space and a 58,678 sq. ft. (estimated) 14 screen movie theater on 14.97 acres wherein the building area expands by approximately 12,000 sq. ft., located at 1595 Highway 36 West, and legally described as:

Document# 4016531  
Recorded 03/20/2007 1600  
County Recorder, Ramsey County, MN  
1.3.2 201774

**CITY of ROSEVILLE  
PLANNED UNIT DEVELOPMENT AGREEMENT #3608**

**This PLANNED UNIT DEVELOPMENT AGREEMENT ("AGREEMENT"), dated May 9, 2005 is entered into between the City of Roseville, a Minnesota municipal corporation, of 2660 Civic Center Drive, Roseville, Minnesota 55113 ("CITY") and PPF RTL Rosedale Shopping Center, LLC, by its agent Jones, Lang, LaSalle Properties, 1595 Highway 36 West, with offices at 10 Rosedale Center Roseville, MN 55113 ("DEVELOPER"). For reference the City of Roseville project file is PF3608.**

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**Lot 4, Block 1, Rosedale Center Fourth Addition**  
(Torrens Property – Certificate of Title No. 375111)

**Lot 3, Block 1, Rosedale Center Fourth Addition, except that part of overlying Lots 6 and  
Lot 7, Block 5, Leinen Heights Number 2**  
(Torrens Property – Certificate of Title No. 375111)

**That part of Lot 3, Block 1, Rosedale Center Fourth Addition, that overlies Lot 6 and Lot  
7, Block 5, Leinen Heights Number 2**  
(Abstract Property)

**3.0 PUD APPROVAL:**

The CITY hereby grants approval of the amended Planned Unit Development (identified as **Exhibits A through K** in Section 4.0 of this AGREEMENT), subject to the DEVELOPER's compliance with the terms and conditions of this AGREEMENT. The City agrees to approve applications for building permits, if said applications are consistent with the plans identified in Section 4.0 below.

For any improvements not contemplated in this AGREEMENT, the CITY may require compliance with any amendments to the Comprehensive Guide Plan, official controls, platting or dedication requirements enacted after the date of this AGREEMENT.

**4.0 APPROVAL by the CITY:**

The CITY hereby approves the following plans and agreements (as Exhibits to the PUD AGREEMENT) on file with the City. The DEVELOPER shall develop the subject property in accordance with these plans and agreements. If, however, the plans or agreements are inconsistent with the written terms of this AGREEMENT, the written terms of this AGREEMENT shall control. If the plans address items not specifically addressed in this AGREEMENT, the plans shall govern with respect to those items. The plans are:

**Exhibit A** Existing Land Use, Zoning, and Site Conditions Surveys that indicates all conditions on the parcels including buildings and contours, dated January 1, 2000, and November 8, 2004 (Drawing C-1, C-1A & C-1B).

**Exhibit B** Amended & Restated Transit Hub Agreement (Rosedale), dated September 18, 2006 (signed version to be submitted to the CITY prior to issuance of any DEVELOPER's project building permit), which includes an attached site plan indicating:

- a. Transit bus routes and pick-up and drop-off at main Mall entry.
- b. Hub (center) improvements including bus routes, rider waiting/transfer, and driver and customer rest areas, customer shelter, bus waiting areas.

c. Park and ride lot, and customer shelter.

- Exhibit C** Site Development Plan that includes property boundary, building setbacks, structure location (including the trash enclosure), curbing, parking, parking setbacks, and proof of parking (Drawing No. C-2), dated May 26, 2005.
- Exhibit D** Grading and Ponding/Storage Plan illustrating existing grades and those proposed after completion of the proposed construction, drainage directions, spot elevations, catch basins for surface water catchment, ponds and storage basis (at and below surface) and the erosion control plan (Drawing No. C-3), dated May 26, 2005.
- Exhibit E** Utility Servicing Plan including sanitary sewer, water mains and hydrants, and storm sewer and illustrating all connections, pipe sizes, line locations, manhole locations, hydrant locations, and other applicable utility plan information (Drawing No. C-4), dated May 26, 2005.
- Exhibit F** Landscape Plan including materials list, sizes, and locations of all plant materials (Drawing No. C-5), dated May 26, 2005.
- Exhibit G** Building floor plans with dimensions of the facility (Drawings No. A-1 & A-2, dated May 26, 2005.
- Exhibit H** Building elevations with dimensions and materials identified (Drawings No. A-3 & A-4), dated May 26, 2005.
- Exhibit I** Anticipated site development schedule with estimated date of construction start, construction completion, utility, curb, gutter and landscape installation, and tentative occupancy date, dated June 2, 2005.
- Exhibit J** Public Improvements Contract approved by the City stipulating all requirements, terms, easements, and conditions with respect to public improvements including (but not limited to) any utility, roadway, pathway, storm water ponding, and boulevard restoration, dated June 20, 2005.
- Exhibit K** Snow Storage and Management Plan shall include staging locations for temporary snow storage and the manner in which snow is transferred to the melting machine. No temporary accessory fuel storage tank for the operation of the snow melting machine shall be permitted on premises, dated June, 2005.

**5.0 PLANNED UNIT DEVELOPMENT AMENDMENT:**

The CITY conducted a hearing on December 1, 2004 (Planning Commission - PUD Amendment and Concept Development Plan). On December 20, 2004 the City Council considered the proposed concepts within the Planned Unit Development zone and found the concepts to be consistent with the City Comprehensive Plan and City Code. The CITY agrees to amend the PUD (established January 1, 2000), subject to the DEVELOPER's strict compliance with the approved plans, and terms and conditions of this AGREEMENT.

Minor departures from the approved final development plans, which are consistent with this AGREEMENT and the underlying Shopping Center District zone and/or the Rosedale Shopping Center PUD amendment may be approved by the CITY's Development Review Committee and the Community Development Director or designee, as provided in the Roseville City Code (Section 1008). Substantial departures from the approved final development plans will require an amendment to the Planned Unit Development in accordance with Sections 1006, 1008, 1010, 1012 and 1015 of the Roseville City Code. Where not superseded by more restrictive requirements of this PUD, the standards of the underlying zones shall apply, as stated in Chapter 1006 of the Roseville City Code. Whether an issue is "minor" or "significant" shall be determined by the CITY as defined in Section 1008.09 of the City Code.

**6.0 DEVELOPMENT of PROPERTY:**

Failure by the DEVELOPER to commence and diligently undertake development activity in accordance with the final development plans within two years of the effective date of this Planned Unit Development will necessitate the DEVELOPER seeking approval of an extension of the development schedule by the City Council within 60 days after the conclusion of the two year period. If an extension is not applied for, the Council may instruct the Planning Commission to initiate rezoning to the original land use plan and zoning districts or to another zoning designation consistent with the Comprehensive Plan. For purposes of this provision, development activity shall be defined as obtaining a building permit, commencing and continuing with project construction on the site.

**7.0 COMPLIANCE with LAWS and REGULATIONS:**

The DEVELOPER represents to the CITY that, to the best of its knowledge, any site improvements pursuant to the proposed development will comply with all City, County, Watershed, Regional, Metropolitan, State, and Federal laws and regulations, including but not limited to the Roseville Subdivision Regulations, the Roseville Zoning Regulations, and all other applicable environmental regulations.

**8.0 SITE DEVELOPMENT REQUIREMENTS:**

To ensure that the proposed development meets the CITY'S requirements and standards for site development, the following provisions shall apply:

- 8.1 *Final Grading Plan.* The final grading plan for each property and/or site must be reviewed and approved by the Director of Public Works before any permits will be issued. All grading shall comply with the approved grading plans and shall be the responsibility of the DEVELOPER. The DEVELOPER's engineer shall provide to the CITY a letter certifying that the grading project was constructed and was completed as depicted in the approved grading plan (Exhibit D) prior to the issuance of a Certificate of Occupancy.
- 8.2 *Final Utility Servicing Plan.* The final utility servicing plan for each property and/or site must be reviewed and approved by the Director of Public Works prior to any permits being issued for the building (**Exhibit E**).
- 8.3 *Erosion Control.* Prior to site grading, and before any utility construction is commenced or building permits are issued, an erosion control plan must be submitted for approval by the Director of Public Works and/or the Rice Creek Watershed, and all erosion control actions shall be implemented, inspected and approved by the CITY (**Exhibit D**).
- 8.4 *Clean Up.* The DEVELOPER shall clean dirt and debris from public streets that has resulted from construction work by said DEVELOPER or DEVELOPER'S CONTRACTORS, its agents or assigns. The CITY will determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 24 hours verbal notice to the DEVELOPER, the CITY may complete or contract to complete the clean up at the DEVELOPER'S expense.
- 8.5 *Utility & Drainage Easements.* The DEVELOPER is responsible for creating, dedicating and/or granting specific easements pertaining to public utility services, as approved by the City and as described in the City of Roseville Public Improvements Contract, and storm water ponding and treatment as approved by Rice Creek Watershed.
- 8.6 *Public Roadway Easement.* The DEVELOPER is responsible for granting a 15 foot wide roadway easement along their north property line from American Street to the Snelling Avenue intersection and 10 feet of right-of-way along their north property line from Fairview Avenue to the first Mall access east of Fairview Avenue. These easements shall not require DEVELOPER to make any modifications to the existing vehicular entrances to the Mall property or the existing ring road within the Mall property, or result in a reduction in the existing number of on-site parking spaces on the Mall property.
- 8.7 *Public Transit.* The DEVELOPER and Metro Transit shall enter into a First Amendment to Transit Hub (Center) Agreement, in the form of the attached **Exhibit B**.

8.8 *Roadway Improvements.* The DEVELOPER hired a traffic consultant (Parsons) to conduct a detailed traffic analysis based on the approximately 182,000 sq. ft. Mervyn's replacement/expansion, which analysis indicated that the following improvements and modifications are necessary at an **estimated** cost to the DEVELOPER of \$293,000:

- **Eastbound TH 36/Fairview Avenue**
  - Optimized cycle lengths, splits and offsets
  - Lagging southbound left turn
- **Westbound TH 36 Ramp/Fairview Avenue**
  - Optimized cycle lengths, splits and offsets
  - Southbound through/left set as coordinated plan
  - Split phase east bound & westbound
  - Protected only northbound and southbound left turns
  - Lagging southbound left turn
- **West Mall Entrance/Fairview Avenue**
  - Optimized cycle lengths, splits and offsets
- **County Road B2/Fairview Avenue**
  - Optimized cycle lengths, splits and offsets
- **County Road B2/Wells Fargo/Northwest Mall Entrance**
  - Optimized cycle lengths, splits and offsets
- **County Road B2/Rosedale Commons**
  - Optimized cycle lengths, splits and offsets
- **County Road B2/American Street/North Mall Entrance**
  - Optimized cycle lengths, splits and offsets
  - Additional 170 foot southbound turn land
  - Lengthen to 300 feet westbound left turn lane
- **County Road B2/Southbound TH 51 Ramp/Northwest mall Entrance**
  - Optimized cycle lengths, splits and offsets
  - Eastbound left turn set as coordinated phase
  - Add 75 feet to southbound left turn lane
  - Lengthen to 340 feet eastbound left turn lane
  - Rosedale perimeter road transition to full left turn lane, full through land, and a 400 foot right turn lane
- **County Road B2/Northbound TH 51 Ramp**
  - Optimized cycle lengths, splits and offset

8.9 *Park Dedication.* Because no new lots of more than 1 acre are proposed, no park dedication is required for the project (as per Section 1104.04 of the City Code).

9.0 **PUD STANDARDS and CONDITIONS of APPROVAL:**

The Planned Unit Development (PUD) shall also comply with the following specific PUD standards:

9.1 **General Development Standards.** The certificate of survey, site development plan, landscape plan, grading and utility plan, and building elevations shall be part of the standards for PUD development of the subject property.

9.2 **Uses – Permitted: Lot 3 and 4, Block 1.** The permitted use of the subject property shall be those uses that are generally permitted by the underlying SC (Shopping Center) zoning district, subject to the following qualifications:

A. **A three story retail complex of 123,708 sq. ft. and a 59,678 sq. ft. movie theater complex of approximately 182,000 sq. ft. is hereby approved by the terms of this AGREEMENT.** This redevelopment shall be restricted to the dimensions and location/type of improvements specified in the site development plan, grading plan, utility plan, landscape plan, building floor plan, and building elevations (Exhibits C through H), and supporting documents submitted by the DEVELOPER. Where not inconsistent with this PUD AGREEMENT, the standards of the underlying SC (Shopping Center District) zoning district shall apply, as stated in Chapter 1006 of the Roseville City Code.

B. **Future Uses or Reuses:** The subject property may be reused and/or redeveloped, for any permitted use in the SC (Shopping Center) District that does not exceed a total of approximately 182,000 sq. ft. of retail uses, provided, however, that any permitted use which reduces the amount of available required parking or pervious area or, any use which is deemed by the Community Development Director or designee to create additional/potential noise generation, visual impact, and/or parking demands, will require a written amendment of this AGREEMENT. Any Conditional use permit will require a written amendment of this AGREEMENT.

9.3 **Building Setbacks: Lot 3 and 4, Block 1.** The minimum setback for the retail and theater development structures from property lines (as depicted on site development plan; Exhibit B) shall be consistent with Section 1005.01 of the Roseville City Code and as follows:

- **FRONT YARD (NORTH and EAST) SETBACK:**  
100 feet from the property line adjacent to County Road B-2 and Snelling Avenue, respectively
- **REAR YARD (SOUTH) SETBACK:**  
60 feet from the property line adjacent to Highway 36 and Lot 5

- **SIDE YARD (WEST) SETBACK:**  
Structure adjacent to or connected to the existing mall structures – no setback is required
- 9.4 **Off-Street Parking Lot Setbacks: Lot 3 and 4, Block 1.** The minimum setback from property line for the off-street parking lot shall be consistent with Section 1005.01 of the Roseville City Code and as follows:
- **FRONT YARD (NORTH AND EAST) SETBACK:**  
15 feet from the property lines
  - **REAR YARD (SOUTH) SETBACK:**  
5 feet from the property line unless parking is used jointly, then no setback
- 9.5 **Building Height and Design – Proposed Development.** The retail and theater complex shall not exceed three stories above grade and in no case exceed the existing height of the Mall structure as measured from the “at grade” level entry to the top of the wall height in the same location. Sloped roofs and architectural design elements above the third floor ceiling are permitted to an additional height of 33% of the wall height. The complex must be architecturally designed to have the scale and massing of structures consistent with the existing shopping center and the approved Final Development Plan to break-up the exterior masses, and must include architectural features, such as windows, pop-out panels, lighting, change in wall texture and color, and/or other variety, on all exterior walls of the building additions (**Exhibit H**).
- 9.6 **Building Materials: Lot 3 and 4, Block 1.** Exterior building materials shall include flat or sloped roof and may include a mixture including cultured stone or brick, architectural block, stucco, or other approved masonry product, architectural glass and metal on the building facade. The color scheme and mix of materials for the building shall be reviewed and approved by the Community Development Director or designee prior to issuance of any building permits, which approval shall not be unreasonably conditioned, withheld, or delayed. The exterior of the retail shops structure and theater must also include those building and site appurtenances such as awnings, canopies, clerestories, cornices, pilasters, false windows or light boxes, planters, benches, trellises, directional and information kiosk, plaza pavers, and other features consistent with the building elevations and site plan dated May 26, 2005 (**Exhibit H**).
- 9.7 **Number of Required Parking Spaces for the Amendment area and throughout the Shopping Center PUD.** The minimum number of parking spaces throughout the Shopping Center shall be 5 parking spaces for each 1,000 sq. ft. of gross leasable space. The City Code allows for deductions for non-retail or non-productive areas. (City Code Section 1018). The “amendment area” gross leasable area (within Lot 3 and 4, Block 1) contains 123,708 sq. ft. of retail space and 58,678 sq. ft. of theater – equivalent to 2,500 theater seats.

**Amendment Area Parking Spaces required:**

Retail parking spaces: 525 spaces (5 spaces per 1,000 sq. ft. of net leasable sq. ft.)

Theater parking spaces: 833 spaces (1 space per 3 seats)

Upon completion of the proposed redevelopment of the former Mervyn's Department Store into a "life style center" addition and a 2550 seat theater, Rosedale Mall will contain 1,071,702 sq. ft. of gross area of which 896,150 sq. ft. is net leasable retail area requiring (per City Code) 4,480 spaces and the 2500 seat theater adds a required 833 spaces (per City Code) for a total on-site parking requirement (including the "amendment area") of 5,314 parking spaces. As of this date the entire shopping center has 5,759 on-site parking spaces.

Tenant	Gross sq. ft.	Non-retail sq. ft.	Net Retail sq. ft.	Required Parking
Marshall Fields	259,453	20,254	239,199	1,196
Herberger's	138,721	32,700	106,021	530
J.C. Penny's	155,916	36,456	119,460	598
Proposed Retail 2005	123,708	18,556 (15%)	105,152	525
Interior Mall	393,904	67,586 (15%)	326,318	1,630
<b>Rosedale Mall Total:</b>	<b>1,071,702 sq. ft.</b>	<b>175,552 sq. ft.</b>	<b>896,150 sq. ft.</b>	<b>4,481</b>
Theater (1space /3 seats)	2500 seats			833
<b>Total Parking Required (NET)</b>				<b>5,314</b>
Gross Lease Area	1,151,063 sq. ft.			5,755
<b>Parking Provided (GROSS)</b>				<b>5,759</b>
<b>Bonus or Surplus</b>				<b>445</b>

**OVERALL DEVELOPMENT CONDITIONS:**

- 9.8 **Mitigation of Impact on Adjacent Uses.** All HVAC, mechanical, and energy support system structures must be roof top mounted and screened from view on each unit or within an interior mechanical room. For the purpose of this PUD AGREEMENT screening shall consist of integral wall extensions of similar materials to the building wall materials or trim.
- 9.9 **Storage.** Outdoor or exterior storage of any material, equipment, is prohibited for any duration including but not limited to: trucks and semi-trailers (except while delivering goods, services, and materials), boats, trailers, campers, snowmobiles, ice houses, junk, pallets, debris, inoperable and/or non-licensed vehicles. Temporary storage (piling) of snow and snow melting equipment shall be permitted in accordance with the snow storage and management plan (**Exhibit K**). The installation of sheds or other accessory buildings is prohibited. Outdoor sales and merchandising and equipment for the sale is exempt from this requirement (requires seasonal sales and display permit).

- 9.10 **Site Construction & Security Fencing.** The DEVELOPER is responsible for installing construction or security fencing and for its removal prior to occupancy. The exact location of the security fence and entrances must be approved by the Building Official and Fire Marshall, or designees, prior to the issuance of building or excavation permits.
- 9.11 **Site Landscaping.** Landscaping for the project shall include boulevard trees along County Road B-2 and Snelling Avenue within Lots 3 and 4, Block 1, Rosedale Center Fourth Addition, consistent with the Roseville Master Street Tree Plan and trees, shrubs and perennials throughout the site that enhance the development and break up the building wall mass. Where possible, the landscape plan shall include landscaped islands within the parking lot to a minimum of 5% of the paved area within (Lot 3 and 4), as well as screening (plants and/or berm) of the parking lot from public rights-of-way to a height of 30 inches above the parking lot curb height. The site landscaping (Lot 3 and 4) must be irrigated. The final landscape plan (**Exhibit F**) must be prepared by a state registered landscape architect per Section 1010 of the City Code.
- 9.12 **Landscape Letter of Credit.** Prior to the issuance of a grading, excavation, foundation, and/or building permit, the DEVELOPER shall provide the CITY with a landscape letter of credit, bond, or other security covering a minimum of one full growing season/calendar year which is acceptable to the City in an amount up to 150% (as determined by the Community Development Director or designee) of the full cost of all landscaping, irrigation, and site restoration (Section 1010.14E) as per Exhibit F. After one (1) complete growing season, DEVELOPER may request a partial release of the letter of credit or bond. The amount to be released shall be agreed upon between the DEVELOPER and the CITY acting reasonably. The CITY shall, if requested by the DEVELOPER, return the full or remaining letter-of credit or bond to the DEVELOPER after the landscape portion of the project has been closed out by the CITY.
- 9.13 **Trash Handling.** Section 1010.11D requires all trash handling equipment (trash and recycling dumpsters and/or compactors) to be contained within and under the principal structure. The submitted plan indicates that the underground service area will include the trash dumpster and compactor.
- 9.14 **Service/Delivery Area.** The CITY acknowledges that DEVELOPER has consulted with the City's Chief of Police regarding security arrangements. The service/delivery area proposed on the lower level of the addition shall have such security cameras as recommended by the DEVELOPER's security consultant and as approved by the CITY's Chief of Police or designee.
- 9.15 **Off-Street Parking.** Off-street parking areas within the subject property shall be improved as shown on the approved site development plan (**Exhibit C**), and shall include hard surfacing (bituminous), concrete perimeter curbing, and a drainage plan.

- 9.16 **Signage.** Within the subject property, facade signage for the new “life style” component shall be restricted to 1.5 sq. ft. times the lineal feet of tenant frontage. Facade signs shall be back-lit or internally-lit channel letters (can include corporate logo) or a wall mounted projection sign. Theater signage shall be permitted per the submitted elevations. Bookstore signage shall be allowed a north facing and south facing sign.
- 9.17 **Lighting.** Parking lot lighting adjacent to the new improvements shall be consistent with the remainder of the DEVELOPER’s owned property at Rosedale Shopping Center and meet the lighting requirements of Section 1010.12 of the City Code. Lighting of pedestrian accesses and the plaza shall be of a pedestrian scale and a decorative style.
- 9.18 **Anticipated Development Schedule.** The DEVELOPER shall supply the anticipated schedule for site work, structure construction, and tenant space occupation (**Exhibit I**).
- 9.19 **Transit. Public Transit.** The DEVELOPER and Metro Transit shall enter into a Amended & Restated Transit Hub Agreement (Rosedale), in the form of the attached (**Exhibit B**).

#### 10.0 DEVELOPER DEFAULT:

- 10.1 For purposes of this AGREEMENT, the failure of the DEVELOPER to perform any covenant, obligation or agreement of the DEVELOPER hereunder, and the continuance of such failure for a period of thirty (30) days after written notice thereof from the City shall constitute a DEVELOPER default hereunder. Within the sixty (60) day period after notice is given, a request may be made for a hearing (by either party) to be held before the City Council to determine if a default has occurred. Upon the occurrence of DEVELOPER default and failure to cure, the City may withhold any certificate of occupancy for improvements proposed to be constructed.
- 10.2 Notwithstanding anything herein to the contrary, the DEVELOPER may convey a parcel or parcels of land within the subject property to a third party, and the conveyed parcels shall remain subject to all of the terms of this PUD AGREEMENT specifically relating to said parcels. In that case, the parties agree as follows:
1. A default by the DEVELOPER, or its successors in interest, in the performance of the obligations hereunder, will not constitute a default with regard to the conveyed parcel and will not entitle the CITY to exercise any of its rights and remedies hereunder with respect to such conveyed parcel, so long as the owner of the conveyed parcel otherwise complies with applicable provisions of this PUD AGREEMENT.
  2. A default with regard to a conveyed parcel will not constitute a default with regard to the parcels retained by the DEVELOPER or other conveyed parcels, so long as such retained or other conveyed parcels otherwise comply with applicable provisions of this AGREEMENT.

**11.0 MISCELLANEOUS:**

- 11.1 This AGREEMENT shall be binding upon the parties, their heirs, successors, tenants, or assigns, as the case may be.
- 11.2 Breach of any material term of this AGREEMENT by the DEVELOPER shall be grounds for denial of building permits, except as otherwise provided in Section 10.0.
- 11.3 If any portion, section, subsection, sentence, clause, paragraph or phrase of this PUD AGREEMENT is for any reason held invalid as a result of a challenge brought by the DEVELOPER, its agents or assigns, the balance of this AGREEMENT shall nevertheless remain in full force and effect.
- 11.4 This AGREEMENT shall run with the land and shall be recorded in the Ramsey County Recorder's Office by the CITY.
- 11.5 This AGREEMENT shall be liberally construed to protect the public interest.
- 11.6 Due to the preliminary nature of many of the plans and the timing of the overall development, addenda to this AGREEMENT may be required to address concerns not specifically set forth herein.
- 11.7 The DEVELOPER represents to the CITY that, to the best of its knowledge, the Planned Unit Development is not of "metropolitan significance" and that a state environmental impact statement is not required. However, if the CITY or another governmental entity or agency determines that a federal or state impact statement or any other review, permit, or approval is required, the DEVELOPER shall prepare or obtain it at its own expense.
- 11.8 The DEVELOPER shall reimburse the CITY for the following expenses: outside consultants' time and reasonable city attorney's fees that the CITY incurs in assisting in the preparation of any contracts, agreements or permits. The CITY shall supply an itemized cost of such expenses to the DEVELOPER for payment prior to issuance of building permits.

**12.0 NOTICES:**

Required notices to the DEVELOPER shall be in writing and shall be either hand delivered to the DEVELOPER, its employees or agents, or mailed to the DEVELOPER by certified or registered mail at the following address:

Morgan Stanley Real Estate Advisor, Inc.  
3424 Peachtree Road NE, Suite 800  
Atlanta, GA 30326  
Attention: Asset Manager

Notices to the CITY shall be in writing and shall be either hand delivered to the Community Development Director, or mailed by certified or registered mail, in care of the Community Development Director at the following address:

Community Development Director  
2660 Civic Center Drive  
Roseville, MN 55113

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF ROSEVILLE

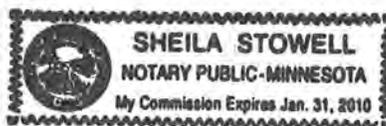
By: Craig Klausung  
Craig Klausung, Mayor

By: William J. Malinen  
William J. Malinen, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF ROSEVILLE )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2007, by Craig Klausung and by William J. Malinen, respectively the Mayor and City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Sheila Stowell  
NOTARY PUBLIC



IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PPF RTL ROSEDALE SHOPPING CENTER  
LLC, a Delaware limited liability company

By: PPF Retail, LLC, its sole member

By: PPF OP, LP its sole member

By PPF OPGP, LLC its General Partner

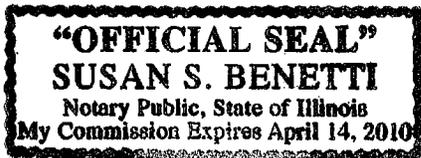
By: Prime Property Fund, LLC its sole member

By: Morgan Stanley Real Estate Advisor, Inc., its Manager

By: [Signature]  
Printed: John C. Schoser  
Title: Executive Director

STATE OF ILLINOIS )  
)ss.  
COUNTY OF WILL )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of January 2007, by John C. Schoser, the Executive Director, of PPF RTL Shopping Center, LLC, A Delaware limited liability company, on behalf of the company.

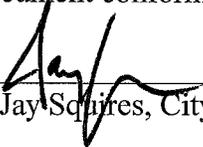


[Signature]  
Notary Public

THIS INSTRUMENT DRAFTED BY:

City of Roseville  
2660 Civic Center Drive  
Roseville, Minnesota 55113

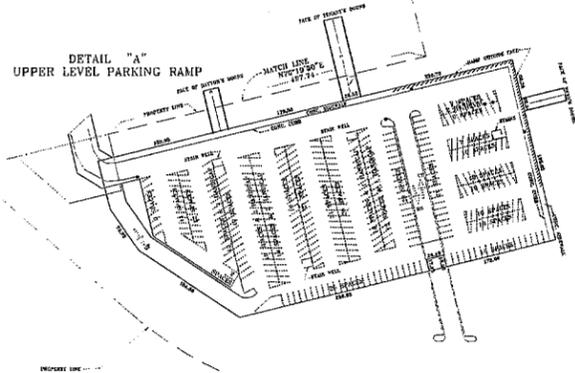
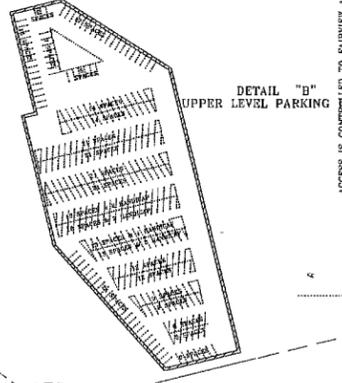
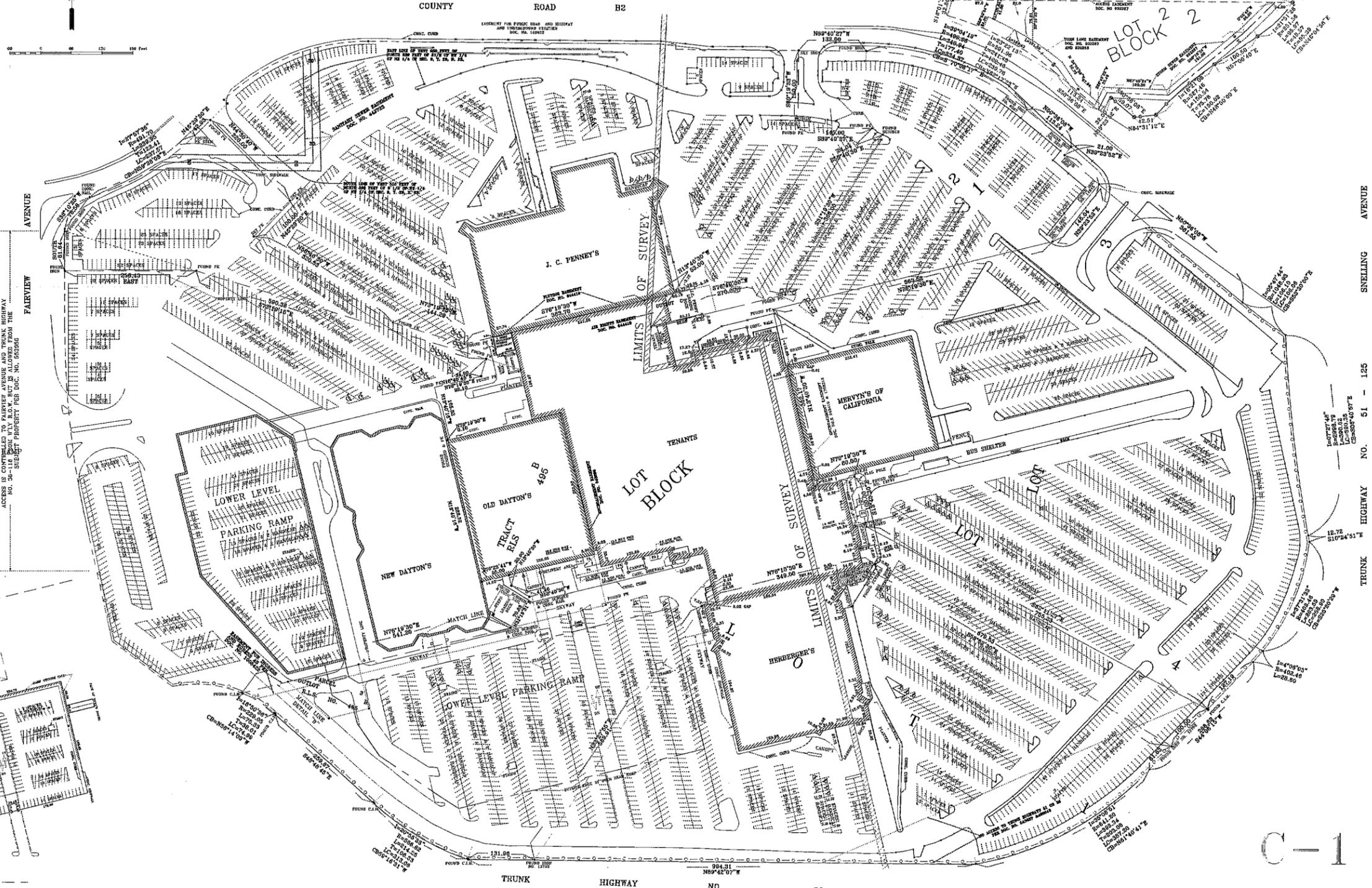
This document conforms to the City requirements "as to form and content".

By:       1/31/07  
Jay Squires, City Attorney      Date

# EXISTING CONDITIONS SURVEY FOR: ROSEDALE SHOPPING CENTER

ROSEDALE SHOPPING CENTER PROJECT  
BOUNDARY, BUILDINGS, PARKING RAMPS  
PARKING, EASEMENTS AND LEGAL DESCRIPTIONS

LEGEND  
U PROPERTY CORNER  
CIN CAST IRON MONUMENT  
CIN HANDICAP PARKING SPACE  
CIN DRIVEWAY CONTROLLED ACCESS TO TRUNK HIGHWAY NO. 36-118 PER DOCUMENT NO. 3006967.



LEGAL DESCRIPTION:  
Lots 3 and 4, Block 1, Rosedale Center Fourth Addition,  
Ramsey County, Minnesota.

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

NOTE: THIS SURVEY CERTIFICATE IS NOT VALID WITHOUT A RAISED SEAL.  
COPYRIGHT © 2004, C.E. COULTER & ASSOCIATES, INC.

DATE TIME/AM	C. E. COULTER & ASSOCIATES, INC.	SCALE: 1" = 80'
PERSON	LICENSED LAND SURVEYORS BY MINNESOTA, WISCONSIN AND ILL.	200 NO. 1213W
	Wood Park I Suite 216	RS NO. 9-32
	1000 East 148th St.	
	Brooklyn Park, Minnesota 55427-4456	
	Phone: 952-833-3839 FAX: 952-853-3971	
	E-mail: coulter@ceca.net	

Date: 11/08/01 Lic. No. 13702

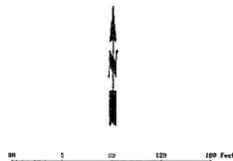
C-1

# EXISTING CONDITONS SURVEY FOR: ROSEDALE SHOPPING CENTER

ROSEDALE SHOPPING CENTER PROJECT  
CONTOURS AND SPOT ELEVATIONS

LEGEND

- PROPERTY CORNER
- CAST IRON MONUMENT C/M
- HANDICAP PARKING SPACE
- DENOTES CONTROLLED ACCESS TO TRUNK HIGHWAY NO. 36-118 PER DOCUMENT NO. 3000067.



- NOTES:
1. ALL BEARINGS SHOWN ARE ASSUMED DATUM.
  2. UTILITY LINES SHOWN ARE BASED ON AVAILABLE INFORMATION FROM UTILITY COMPANIES.
  3. THE PROPERTY AS SURVEYED DOES NOT LIE WITHIN A FLOOD ZONE.
  4. THIS PROPERTY IS NOT WITHIN A JURISDICTIONAL WETLAND REGULATED UNDER SECTION 404 OF THE FEDERAL WATER POLLUTION CONTROL ACT.
  5. SOME UTILITY LINES SERVING THE SUBJECT PROPERTY CROSS ADJACENT PROPERTIES TO GAIN ACCESS TO THE SUBJECT PROPERTY.



FAIRVIEW AVENUE

SNELLING AVENUE

NO. 51

HIGHWAY NO.

TRUNK

TRUNK HIGHWAY NO. 36 - 118

## C-1A

NOTE: THIS SURVEY CERTIFICATE IS NOT VALID WITHOUT A RAISED SEAL.  
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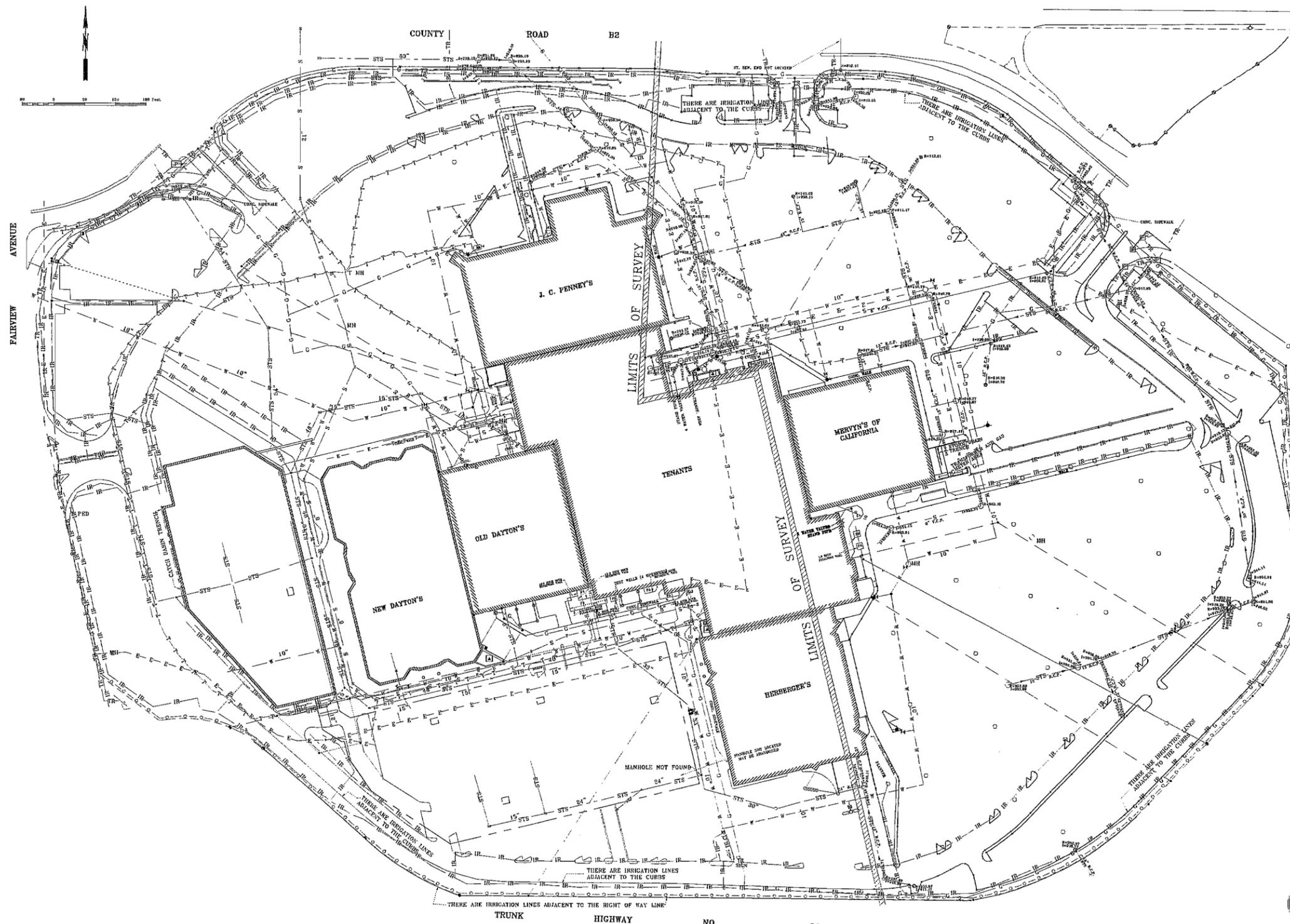
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.		C. E. COULTER & ASSOCIATES, INC. LICENSED LAND SURVEYORS IN MINNESOTA, WISCONSIN AND IOWA Wood Park 1 Suite 216 1090 East 149th St. Burnsville, Minnesota 55337-1250 Phone: 952-853-0636, FAX: 952-853-3571 E-mail: ceoulter@ceda.net	DATE: 11/02/04 SHEET NO. 12/109 SHEET 2 OF 3
Date: 11/02/04 Lic.No.: 13792			SCALE: 1" = 87' JOB NO. 12/109 SHEET NO. 9-31

# EXISTING CONDITONS SURVEY FOR: ROSEDALE SHOPPING CENTER

ROSEDALE SHOPPING CENTER PROJECT  
UTILITIES

- LEGEND**
- U PROPERTY CORNER
  - W CAST IRON MANHOLE CUM
  - H HANDICAP PARKING SPACE
  - TR DENOTES CONTROLLED ACCESS TO TRUNK HIGHWAY NO. 36-118 PER DOCUMENT NO. 3008867.
- WATER**
- M GATE VALVE (WATER)
  - W WATER MAIN
  - HY HYDRIANT
  - ST STAND PIPE
  - IR IRRIGATION LINE
  - IV IRRIGATION VALVE
- STORM**
- STS STORM SEWER
  - CS CATCH BASIN (SQUARE ROUND)
  - MH MANHOLE
  - FS STORM DRAIN SECTION
  - FR FLARED END SECTION
  - PR PARKING RAMP DRAINS
- SANITARY**
- CO CLEAN OUT
  - CS SANITARY SEWER
  - SM SANITARY MANHOLE
- GAS**
- G GAS MAIN
  - GV GAS VALVE
  - GW GAS BOX (UNDER GROUND WELL)
  - GM GAS METER
  - GP GAS PIPE
  - VP VENT PIPE
- ELECTRIC**
- E ELECTRIC MAIN
  - ESL EMBEDDED SIDEWALK LIGHT
  - EM ELECTRIC MANHOLE
  - EP POWER POLE
  - EO ELECTRIC OUTLET
  - LI LIGHT POLE
  - EMR ELECTRIC METER
  - TR TRANSFORMER
  - EPN ELECTRIC PANEL
- TELEPHONE**
- TM TELEPHONE MANHOLE
  - TE TELEPHONE TELESTAL
  - TC TELEPHONE CABLE
- TRAFFIC**
- TS TRAFFIC SIGNAL
  - TCB TRAFFIC CONTROL BOX
  - TRB BURIED CABLE

- NOTES:**
- 1.) ALL BEARINGS SHOWN ARE ASSUMED DATUM.
  - 2.) UTILITY LINES SHOWN ARE BASED ON AVAILABLE INFORMATION FROM UTILITY COMPANIES.
  - 3.) THE PROPERTY AS SURVEYED DOES NOT LIE WITHIN A FLOOD ZONE.
  - 4.) THIS PROPERTY IS NOT WITHIN A JURISDICTIONAL WETLAND REGULATED UNDER SECTION 404 OF THE FEDERAL WATER POLLUTION CONTROL ACT.
  - 5.) SOME UTILITY LINES SERVING THE SUBJECT PROPERTY CROSS ADJACENT PROPERTIES TO GAIN ACCESS TO THE SUBJECT PROPERTY.



# C-1B

NOTE: THIS SURVEY CERTIFICATE IS NOT VALID WITHOUT A RAISED SEAL.  
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I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date: 11/02/04 Lic. No. 13782

DATE: 11/02/04	REVISIONS:	C. E. COULTER & ASSOCIATES, INC.	SCALE: 1" = 40'
		LICENSED LAND SURVEYORS IN MINNESOTA, WISCONSIN AND IOWA	JOB NO. 12.100
		Wood Park 1 Suite 218	PL. NO. 9-32
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		E-mail: coulters@tda.net	

TRUNK HIGHWAY NO. 51 - 125

NO. 36 - 118

**AMENDED AND RESTATED TRANSIT HUB AGREEMENT**

Between

**PPF RTL ROSEDALE SHOPPING CENTER, LLC**

and

**METROPOLITAN COUNCIL**

and

**CITY OF ROSEVILLE, MINNESOTA**

\_\_\_\_\_, 2006

DRAFTED BY AND AFTER  
RECORDING RETURN TO:  
Dorsey & Whitney LLP (MEH)  
Suite 1500  
50 South Sixth Street  
Minneapolis, MN 55402-1498

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EXECUTION

DRAFTED BY AND  
AFTER RECORDING RETURN TO:  
Dorsey & Whitney LLP (MEH)  
Suite 1500  
50 South Sixth Street  
Minneapolis, MN 55402-1498

**AMENDED AND RESTATED TRANSIT HUB AGREEMENT  
(Rosedale)**

THIS AMENDED AND RESTATED TRANSIT HUB AGREEMENT (this “Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_ 2006 (the “Effective Date”), by and between PPF RTL ROSEDALE SHOPPING CENTER, LLC, a Delaware limited liability company (“Developer”); METROPOLITAN COUNCIL, a \_\_\_\_\_ (“Metro Transit”); and CITY OF ROSEVILLE, MINNESOTA, a Minnesota municipal corporation (“City”).

RECITALS:

- A. City and The Equitable Life Assurance Society of the United States (“Equitable”) are parties to that certain Transit Hub Agreement (Rosedale), dated July 23, 1991 (the “Original Agreement”), which governs an existing public transit hub and park and ride area at Rosedale Shopping Center (“Rosedale”) in Roseville, Minnesota.
- B. As of the Effective Date, City desires to assign its interest under the Original Agreement to Metro Transit, and Metro Transit desires to assume City’s obligations under the Original Agreement.
- C. Metro Transit has assumed the functions of the Regional Transit Board of the State of Minnesota with respect to the Original Agreement.
- D. The Regional Transit Board of the State of Minnesota has provided a grant of funds to City for the purpose of generally connecting City to the regional transit system by establishing a public transit hub at Rosedale (Regional Transit Board of the State of Minnesota having executed a grant agreement dated July 23, 1991).

E. As a condition of the receipt of the subsidy for establishment of the transit hub, City is required to obtain a legally enforceable agreement that certain transit hub capital improvements will be made, the transit hub will be available for public transit use, and sufficient parking area will be made available for park and ride activities, which requirement was satisfied by the Original Agreement.

F. Developer is the successor-in-interest to Equitable under the Original Agreement.

G. Developer intends to redevelop portions of Rosedale, and in connection with such redevelopment, Developer and Metro Transit wish to amend and restate the Original Agreement in its entirety pursuant to the provisions hereof.

NOW, THEREFORE, in consideration of the foregoing Recitals and of other consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereto amend and restate the Original Agreement in its entirety and agree as follows:

AGREEMENT:

ARTICLE I

ASSIGNMENT AND ASSUMPTION

1.1 Assignment and Assumption. As of the Effective Date, City assigns all of City's right, title and interest in and to the Original Agreement to Metro Transit, and Metro Transit accepts such assignment and agrees to assume and perform City's obligations under the Original Agreement from and after the Effective Date.

ARTICLE II

MALL ENTRANCE

2.1 Drop-Off and Pick-Up at Mall Entrance. Subject to Section 5.4 of this Agreement, Metro Transit may drop-off and pick-up riders of Metro Transit's Busses utilizing the Bus Route only at the entrance to Rosedale shown as the "Mall Entrance" on the Site Plan. Notwithstanding the foregoing, Metro Transit may also drop-off and pick-up riders of Metro Transit's Busses at the Waiting Area Bus Shelter and the Park and Ride Bus Shelter.

ARTICLE III

CONSTRUCTION OF TRANSIT HUB IMPROVEMENTS

3.1 Definitions.

(a) "Transit Hub Improvements," as used herein, shall mean and include:

(i) the concrete waiting area (the "Waiting Area") for rubber-tired public transit busses (the "Busses") in the location shown on the site plan attached hereto as Exhibit A and hereby made a part hereby (the "Site Plan"), including

without limitation, asphalt removal and construction of concrete pad for bus waiting area;

(ii) the bus shelter (“Waiting Area Bus Shelter”) in the location near the Waiting Area shown on the Site Plan including, without limitation, construction of the shelter (the “Shelter Building”), excavation for and construction of retaining walls, demolition of existing adjoining landscaped and hard surfaced areas and reconstruction and reinstallation of landscaped and surface areas;

(iii) the pedestrian lighting in the locations shown on the Site Plan along the Waiting Area (the “Lighting”);

(iv) necessary realignment and reconstruction of the driveways and roads (and the traffic and landscaping islands therewith) in Rosedale to be used by the Busses (the “Bus Route”) as shown on the Site Plan, to accommodate the size and weight of the Busses, and including necessary restriping of parking stalls and relocation of lights;

(v) repair and resurfacing of the existing waiting area currently being used for the Busses as shown on the Site Plan, areas adjacent thereto affected by such parking, and including restriping, new landscaping, relocation of lighting, and relocation of and signing for handicapped areas, and new and relocated signage necessary due to the change in location of the parking area for the Busses, all so as to place such current parking area and adjacent areas in a condition and state of repair at least equal to the balance of the Rosedale parking areas as such balance has been or is to be reconstructed or remodeled in connection with the 2005 renovation of Rosedale;

(vi) the bus shelter (“Park and Ride Bus Shelter”) in the location near the Park and Ride Area, as defined in Section 6.1 hereof;

(vii) striping and/or signing the Park and Ride Area to clearly define its location and boundaries; and

(viii) the signs shown in the plans and specifications to be prepared pursuant to paragraph 3.2 hereof, which shall include a lighted “T” sign and a lighted “Rosedale Transit Hub” sign on the Waiting Area Bus Shelter, and lighted signs on the Park and Ride Bus Shelter similar to the lighted signs on the Waiting Area Bus Shelter.

(b) “Transit Facilities,” as used herein, shall mean and include the Waiting Area, the Bus Shelters, the Lighting and the Bus Route.

(c) “Bus Shelters” as used herein shall mean and include the Waiting Area Bus Shelter and the Park and Ride Bus Shelter.

(d) “Mall Entrance” is defined in Section 2.1 hereof.

3.2 Design. Metro Transit shall design, and prepare the plans and specifications for, the Shelter Building. Developer shall design, and prepare the plans and specifications for, the balance of the Transit Hub Improvements. Metro Transit's and Developer's designs, and the plans and specifications for the Transit Hub Improvements, shall be generally consistent with the Site Plan and shall be subject to approval by the other, which approval shall not be unreasonably withheld or delayed. The following Transit Hub Improvements shall be designed to the following minimum criteria:

- (a) the Waiting Area shall have 6 inches of class 5 material and a concrete pad of at least 8-inches of non-reinforced concrete;
- (b) the Waiting Area Bus Shelter shall be of a material, design and color which is compatible, in the opinion of Developer, with the other buildings in Rosedale, and shall include a glass-enclosed display case;
- (c) the Bus Route shall be constructed or reconstructed of a 2-inch hot-mix wear course, a 4-1/2-inch hot-mix binder course and an 11-inch class 5 base; and
- (d) the Park and Ride Bus Shelter shall be of a material, design and color which is compatible, in the opinion of Developer, with the other buildings in Rosedale shall include a glass-enclosed display case, and otherwise shall be constructed pursuant to the standard bus shelter specifications used by Metro Transit.

Metro Transit shall submit its design, and the plans and specifications, for the Shelter Building to Developer for approval when done. If Developer does not disapprove of the design, or the plans and specifications, by written notice given to Metro Transit within 30 days after submission thereof to Developer specifying the reasons for the disapproval, then they shall be deemed approved in all respects. If so disapproved by Developer, Metro Transit shall revise the design, or the plans and specifications, as the case may be, and resubmit them to Developer for approval and Developer shall disapprove in writing within 15 days after submission or be deemed to have approved the design, or plans and specifications, as the case may be, as submitted. The foregoing process shall be continued until the design, and plans and specifications, are approved or deemed approved by Developer. It is understood and agreed that the design shall be first approved, and that the plans and specifications, based on the approved design, shall be subsequently approved, all as above provided. Once the plans and specifications are approved or deemed approved, as above provided, they shall be changed only by written change orders duly signed by Metro Transit and Developer, or its agent. This Agreement is further governed by the Design and Construction provisions set forth on the attached Exhibit B. To the extent of any inconsistencies between this Agreement and Exhibit B, the provisions of this Agreement shall prevail.

Developer shall submit its design, and the plans and specifications, for the balance of the Transit Hub Improvements to Metro Transit for approval when done. If Metro Transit does not disapprove of the design, or the plans and specifications, by written notice given to Developer within 30 days after submission thereof to Metro Transit specifying the reasons for the disapproval, then they shall be deemed approved in all respects. If so disapproved by Metro Transit, Developer shall revise the design, or the plans and specifications, as the case may be,

and resubmit them to Metro Transit for approval and Metro Transit shall disapprove in writing within 15 days after submission or be deemed to have approved the design, or plans and specifications, as the case may be, as submitted. The foregoing process shall be continued until the design, and plans and specifications, are approved or deemed approved by Metro Transit. It is understood and agreed that the design shall be first approved, and that the plans and specifications, based on the approved design, shall be subsequently approved, all as above provided. Once the plans and specifications are approved or deemed approved, as above provided, they shall be changed only by written change orders duly signed by Metro Transit and Developer, or its agent.

3.3 Relocation of Transit Hub Improvements. Developer will relocate the existing Transit Hub Improvements, as defined in the Original Agreement, which include, without limitation, the original Transit Facilities, as defined in the Original Agreement, from their respective locations shown on Exhibit A to the Original Agreement (by demolition of such improvements and restoring such locations to substantially the conditions that existed prior to the construction of such improvements) to the respective locations shown on the Site Plan (by construction of the new Transit Hub Facilities). Developer will complete such demolition of the existing Transit Hub Improvements and restoration of the locations thereof, and construction of the new Transit Hub Improvements no later than the grand opening of Developer's redevelopment of the former Mervyn's site at Rosedale. Metro Transit agrees to begin using the new Transit Hub Improvements within 7 days after notice from Developer of the completion thereof.

3.4 Relocation of Park and Ride Area. Developer will relocate the existing Park and Ride Area from its location shown on Exhibit A of the Original Agreement to the area shown on the Site Plan. Developer will relocate the existing Park and Ride Area to the new Park and Ride Area no later than the grand opening of Developer's redevelopment of the former Mervyn's site at Rosedale. As shown on the Site Plan, the new Park and Ride Area shall contain 375 parking spaces.

3.5 Construction of Transit Hub Improvements. Developer will be responsible for constructing: (a) the roadway improvements necessary for Metro Transit's Busses on the Bus Route within Rosedale that are above and beyond the standard and customary pavement that Developer uses at Rosedale for automobile vehicular traffic; (b) the Bus Shelters, the Waiting Area and a driver's restroom, including without limitation, all heating, ventilating, mechanical, electrical, plumbing, and life safety systems and equipment and all lighting and signage related thereto; and (c) the sidewalks and crosswalks that are part of the Transit Hub Improvements.

3.6 Payment to Developer.

(a) It is understood and agreed that the design of and preparation of plans and specifications for the Transit Hub Improvements, except for the Shelter Building, and construction of the new Transit Hub Improvements shall be managed and done by Developer. Metro Transit agrees to pay to Developer pursuant to Article VIII of the attached Exhibit B. If Developer's invoice is not paid in full by Metro Transit within the thirty (30) day period specified in Exhibit B, then the unpaid portion of the invoice shall

bear interest at 12% per annum from the date of the invoice until paid, and any partial payment of the invoice shall be applied first to accrued interest and then to principal.

(b) Developer, once the plans and specifications for the Transit Hub Improvements have been approved, or deemed approved, by Developer as above provided, shall obtain bids for the construction of the Transit Hub Improvements.

3.7 Ownership. Notwithstanding payment therefor by Metro Transit, the Transit Hub Improvements shall be and remain the property of the party upon whose land they are located, and its successors and assigns.

#### ARTICLE IV

#### MAINTENANCE

4.1 Responsibilities of Metro Transit. Except for obligations specifically allocated to Developer under this Agreement, Metro Transit shall maintain, repair, and replace the Transit Hub Improvements at its sole expense.

4.2 Waiting Area. Metro Transit shall do routine day to day maintenance of the Waiting Area consisting of sweeping, picking up litter, snow removal and striping, without cost or charge to Developer. All other maintenance and repair, including, without limitation, reconstruction or resurfacing, or repairing of cracks or holes, shall be done by Metro Transit, without cost or charge to Developer or any owner, lessee or occupant of Rosedale, and Developer shall have no obligation to do any such other maintenance or repair in connection therewith.

4.3 Bus Shelters. Metro Transit shall do routine day to day maintenance of the Bus Shelters consisting of sweeping, picking up litter and snow removal, without cost or charge to Developer. All other maintenance and repair, including, without limitation, replacing of glass, repair of damage, repair of replacement of lights or heating elements, painting, repairing or replacing of the Bus Shelters shall be done by Metro Transit, without cost or charge to Developer or to any owner, lessee or occupant of Rosedale, and Developer shall have no obligation to do any such other maintenance or repair in connection therewith.

4.4 Bus Route. After realignment and reconstruction of the Bus Route pursuant to Article III hereof, the Bus Route shall be maintained, repaired and reconstructed by Developer when and as determined necessary or desirable by Developer and without cost or charge to Metro Transit, and Metro Transit shall have no obligation to do any maintenance, repair or reconstruction in connection therewith.

4.5 Park and Ride Area. Subject to the provisions of paragraph 4.1 hereof, Developer shall do routine day to day maintenance of the Park and Ride Area consisting of sweeping, picking up litter, snow removal and striping. All other maintenance and repair and reconstruction of the Park and Ride Area also shall be done by Developer. All such maintenance and repair shall be done when and as determined necessary or desirable by Developer and without cost or charge to Metro Transit and Metro Transit shall have no obligation to do any

maintenance, repair or reconstruction in connection therewith. The provisions of this Section are subject, however, to the provisions of Section 6.4 hereof.

4.6 Signage; Advertising.

(a) All signs placed on Rosedale as a part of the Transit Hub Improvements or otherwise placed by, or at the request of, Metro Transit pursuant to this Agreement in connection with the use of Rosedale as a transit hub (the "Signage") shall be placed, maintained, repaired and replaced by Metro Transit, without cost or charge to Developer or any owner, lessee or occupant of Rosedale, and Developer shall have no obligation of any kind relative to such signs. No Signage shall be placed or maintained by Metro Transit on Rosedale unless shown in the plans and specifications to be prepared pursuant to paragraph 3.2 hereof, or unless first approved by Developer in writing as to location, design, size, color and message. Any signs not so shown or approved shall be removed by Metro Transit upon written demand given by Developer to Metro Transit.

(b) No advertising shall be placed, allowed or maintained on the Bus Shelters except advertising of Rosedale or of or by lessees or occupants of Rosedale, and then only with the prior written approval of Developer, and any advertising not so approved shall be removed upon written notice given by Developer to Metro Transit.

(c) The foregoing provisions of this Section 4.6 to the contrary notwithstanding, it is agreed that Metro Transit may post schedules for Busses and advertising for the riding of Busses, and that Developer may post directories and advertising for stores in Rosedale, within the glass-enclosed display case to be located within each of the Bus Shelters.

4.7 Standard of Maintenance.

(a) Developer shall fulfill its obligations as above set out in this Article IV at the same time and upon the same schedule as it provides similar maintenance services to the balance of the property upon which the Transit Hub Improvements are located.

(b) Metro Transit shall fulfill its obligations as above set out in this Article IV in such manner and at such times so that the Bus Shelters, Waiting Area, Lighting and Signage at all times shall be in a neat, clean condition and in a good state of repair consistent with and at least equal to the quality and standard of maintenance and repair done and maintained on the balance of Rosedale and so as to be in compliance with the maintenance and repair provisions of the Operating Agreement as defined in paragraph 5.8 hereof; provided, however, that during times of maintenance, replacement or repair, the requirement of a neat and dean condition need not be complied with, but all such maintenance, replacement and repair shall be done in such manner that the premises being worked on are kept as neat and clean as reasonably possible under the circumstances.

(c) Any replacements or reconstruction of the Transit Facilities shall be done using the same materials and design as originally used, and using equipment and engineering standards equal to, or better than, those originally used. If, for any reason,

any of the Transit Facilities must be changed or modified in connection with replacement or reconstruction, including, without limitation, change of the initial design, no such change or modification shall be made or done without first receiving the prior written approval of Developer.

4.8 Utilities. Metro Transit will pay for all utilities used by the Transit Hub Improvements.

4.9 Entry Easements; Liens.

(a) Metro Transit, by themselves, or through their agents, employees or contractors, shall have, and are hereby given, the right to enter upon the Bus Route and the property on which the Transit Facilities are located with such personnel, equipment and materials as they may deem necessary, for the purposes of performing their obligations as set forth in this Article IV. Metro Transit shall not be required to provide notice to Developer for routine maintenance. For non-routine maintenance, such entry shall be made, and such performance shall be done, only after at least ten (10) days prior written notice to Developer and on a schedule and at times worked out with Developer; provided, however, that in the event an emergency exists, in the reasonable opinion of the entering party, such entry may be without such notice or agreed on schedule. Provided, further however, and in any event, any such entry shall be done in such manner and at such times as shall cause the least possible interference with the ongoing operation of Rosedale and the use of Rosedale by its owners, lessees and occupants and their respective customers, guests and invitees.

(b) All work done on Rosedale by Metro Transit pursuant to this Agreement shall be paid for by Metro Transit so as to keep Rosedale, and all parts thereof, free and clear of mechanics' and materialmen's liens arising or claimed to arise therefrom, and if any such lien be filed or recorded, it shall promptly be discharged of record by Metro Transit.

4.10 Casualty Insurance; Damage and Destruction.

(a) Metro Transit agrees to maintain, at its expense, property insurance covering the Transit Facilities, which insurance shall name Developer as loss payee. Such insurance shall be written on an "all-risk" basis, including earthquake, sprinkler leakage and plate glass coverage, covering all of Metro Transit's trade fixtures, furniture, furnishings, equipment not affixed to the Shelter Building, and the Shelter Building's HVAC system, and covering all of the improvements installed in the Shelter Building by or for Metro Transit, in an amount not less than 80% of the replacement cost thereof, without co-insurance.

(b) If the Transit Facilities are damaged or destroyed by a casualty insured against under the policy then maintained pursuant to paragraph (a) of this Section, then Developer may use the net insurance proceeds payable, due to, and allocable to, the damage or destruction of such Transit Facilities (except, however, the Bus Route) to repair and reconstruct the Transit Hub Improvements as provided below. Metro Transit

agrees to pay to Developer any deductible or self-insured retention (SIR), due to such damage or destruction.

(c) If the improvements in Rosedale are damaged or destroyed by fire or other casualty, and if 15% or more of the number of square feet located in Rosedale and designated by the owners thereof for occupancy by tenants immediately prior to such damage or destruction, is rendered untenable due to such damage and destruction, then this Agreement, at the option of Developer, to be exercised by notice to Metro Transit given within ninety (90) days of such damage or destruction, shall be terminated. Provided, however, that if Developer does not give such notice, then Developer shall repair and reconstruct the Transit Hub Improvements pursuant to the provisions of paragraph 4.10(c) hereof, but only to the extent that net insurance proceeds payable due to, and allocable to, the damage or destruction of such Transit Hub Improvements are actually received by Developer, plus such sums as are actually received by Developer from payments made by Metro Transit with respect to any deductible or SIR, plus any sums received from Metro Transit, in its discretion, to help pay the cost of such repair and reconstruction. If this Agreement is terminated as above provided in this paragraph, Developer shall pay to Metro Transit the net insurance proceeds actually received by Developer which are payable due to, and allocable to, the damage or destruction of the Transit Facilities, in full satisfaction of all obligations under this Agreement.

(d) For purposes hereof, net insurance proceeds means the total insurance proceeds payable due to a casualty less all costs incurred in obtaining such proceeds, including experts' fees and attorneys' fees, whether suit be brought or not.

4.11 Temporary Obstruction and Relocation. The use of any or all of the Transit Facilities may be temporarily obstructed, and any or all of the Waiting Area or Bus Route may be temporarily relocated, by Developer or Metro Transit to the extent reasonably necessary in connection with any work to be done pursuant to this Article. If relocation is on the Rosedale property such relocation shall be done only to such areas, and for time periods, as Developer shall designate in writing. If relocation is off the Rosedale property, the relocation area shall be designated in writing by Metro Transit. However, in no event shall any person block or unreasonably restrict access to any stores adjoining the Transit Facilities. Temporary relocation of the Park and Ride Area shall be done only pursuant to Article VI hereof.

4.12 Minimum Interference. Each party hereto shall exercise their respective rights hereunder reasonably and in such manner as to cause the least possible interference under the then circumstance with the use and enjoyment by the other party hereto of their rights hereunder and with the use and enjoyment of other properties in Rosedale by the owners, lessees and occupants thereof and their respective customers, guests and invitees.

4.13 Emergency Repair. Any provision of this Agreement to the contrary notwithstanding, it is agreed that if any repair or maintenance to be done by Developer or Metro Transit, is not done by the party obligated by this Agreement to do such repair or maintenance, and in the reasonable opinion of any other of said Developer or Metro Transit, an emergency exists which requires that such repair and maintenance be done immediately, then such repair and maintenance may be done by any other of said Developer or Metro Transit, and the cost,

including reasonable attorneys' fees, may be recovered by the party doing the repair or maintenance from the party obligated by this Agreement to pay for the cost of such repair and maintenance, such recovery to be made pursuant to the procedures and in the amount set out in paragraph 8.3(a)(i) or 8.3(b)(i), as the case may be.

4.14 Costs. All costs and expenses of Metro Transit performing its obligations under Article IV shall be borne entirely by Metro Transit.

## ARTICLE V

### USE AND TERM OF USE OF TRANSIT HUB IMPROVEMENTS

5.1 Use. Any provider of public transit service funded by or authorized by written contract with Metro Transit, and including the subcontractors of such authorized providers, within, originating from, passing through, or terminating in, Metro Transit, and using rubber-tired public transit busses, and their respective passengers, shall have the right, privilege and license to use the Transit Facilities and Park and Ride Area, subject, however, to the terms and conditions of this Agreement. The foregoing shall not include, however, any common carrier passenger transportation.

5.2 Term. The term (the "Term") of this Agreement shall commence as of the date hereof and shall continue for a period of twenty (20) term years commencing on the date notice is given by Developer to Metro Transit that the Transit Hub Improvements are substantially completed pursuant to the material provisions of the approved plans and specifications for the Transit Hub Improvements; subject, however, to earlier termination as herein provided. The parties hereto agree to execute and deliver a supplement hereto stating the beginning and ending date of said twenty (20) term year period determined as above provided, but such period shall be determined as above provided if such supplement is not executed and delivered. For purposes hereof, a term year shall mean each period beginning on the commencement date of the 20-year term as determined above in this Section, or on an anniversary of that commencement date, and ending on the day prior to the following anniversary of that date.

#### 5.3 Termination.

(a) This Agreement may be terminated in its entirety, at any time, by Metro Transit, by written notice thereof to Developer stating the date of termination, which shall be not earlier than 30 days after the date of such notice.

(b) This Agreement may be terminated, at any time, by Developer, by written notice thereof to Metro Transit stating therein the date of termination, which shall be not earlier than 365 days after the date of such notice; provided, however, unless this Agreement is terminated due to Metro Transit's voluntary termination or default, or due to a casualty or condemnation, (a) the bus stop at the Mall Entrance described in Section 2.1 and that portion of the Bus Route serving the Mall Entrance, shall not be subject to termination during the Term; and (b) the "Transit Hub," which shall be deemed to include the Waiting Area, the Waiting Area Bus Shelter, the Lighting, the signs related to

such areas, the driver's restroom, and that portion of the Bus Route serving such areas, shall not be subject to termination during the first 10 years of the Term.

5.4 Relocation. Developer may not, at any time, permanently relocate the Transit Facilities, in whole or in part, except, however, for the Bus Route which may be relocated at any time and from time to time, and either permanently or temporarily, by Developer by notice to Metro Transit, which notice shall state the effective date of such relocation (and, if temporary, the duration of such relocation), which effective date shall be not earlier than 60 days after the date of such notice. Such Bus Route shall be the Bus Route, as defined herein, after the effective date of such relocation. Any such relocated Bus Route, however, shall go through the Waiting Area and by the Park and Ride Bus Shelter. If so relocated by Developer, Developer shall relocate all signs from the prior Bus Route to the Bus Route which relate to the Bus Route or its use, without cost or charge to Metro Transit.

5.5 Reimbursement. If this Agreement is terminated by Metro Transit pursuant to paragraph 8.3(a)(ii) hereof, due to failure by Developer to perform its obligations, then Developer shall pay to Metro Transit an amount equal to the total cost paid by Metro Transit or Metro Transit to Developer pursuant hereto for the Shelter Building only, less, however, an amount equal to 1 /10th of such total cost for the Shelter Building only times the number of full term years (as defined in Section 5.2 hereof), and a pro rata portion of such 1 /10th for any pro rata portion of any full term year, which has elapsed since the date of commencement of the 20-year term determined pursuant to Section 5.2 hereof, to the date of such termination. In addition, if this Agreement is terminated by Developer pursuant to Section 5.3(b), or if this Agreement is terminated by Metro Transit pursuant to paragraph 8.3(a)(ii) hereof, due to failure by Developer to perform its obligations, then Developer shall pay to Metro Transit an amount equal to the total cost paid by Metro Transit or Metro Transit to Developer pursuant hereto for the Transit Hub Improvements, except the cost of the Shelter Building, less, however, an amount equal to 1 /20th of such total cost times the number of full term years (as defined in Section 5.2 hereof), and a pro rata portion of such 1 /20th for any pro rata portion of any full term year, which has elapsed since the date of commencement of the 20-year term determined pursuant to Section 5.2 hereof, to the date of such termination. In addition, if this Agreement is terminated by Metro Transit pursuant to paragraph 8.3(a)(ii) hereof, due to failure by Developer to perform its obligations, then Developer shall also pay to Metro Transit an amount equal to the total unamortized improvements pursuant to the Original Agreement as of the date of commencement of this Agreement, less, however, an amount equal to 1 /5th of such total times the number of full term years (as defined in Section 5.2 hereof), and a pro rata portion of such 1 /5th for any pro rata portion of any full term year, which has elapsed since the date of commencement of the 20-year term determined pursuant to Section 5.2 hereof, to the date of such termination. Such amounts determined as provided above shall be paid, without interest, on the date of termination.

5.6 Non-exclusive. The use of the Transit Facilities by Metro Transit and other persons allowed by Section 5.1 hereof, is and shall be non-exclusive, and Developer and other owners, lessees and occupants of Rosedale, and their customers, guests and invitees, may use the Transit Facilities for any purposes similar or dissimilar to the uses allowed by this Agreement; provided that such similar or dissimilar uses shall be subject to the prior and superior rights granted by this Agreement, including specifically, but without limitation, the rights granted by paragraphs 5.1 and Article VI hereof.

5.7 Use Regulations.

(a) Use of the Transit Facilities pursuant to this Agreement shall be subject to such rules and regulations as Developer may establish from time to time for the control and regulation of traffic and motor vehicles on Rosedale; provided, however, that Developer shall not establish for, or impose on, the Busses any rules and regulations which are more onerous or restrictive than those imposed generally on other traffic and motor vehicles at Rosedale.

(b) The provisions of the immediately preceding paragraph notwithstanding it is agreed that the use of the Transit Facilities shall be subject to the following specific rules:

(i) No Busses shall wait or park in any area in Rosedale except in the Waiting Area;

(ii) All passengers of Busses shall unload and load only in the Waiting Area, and at the Park and Ride Bus Shelter, and at such places along the Bus Route as may, from time to time, be agreed upon in writing by Developer and the Metro Transit, and which are appropriately signed as stops for Busses;

(iii) No Busses shall be washed, repaired or maintained in any part of Rosedale, including, without limitation, the Waiting Area, except, however, in an emergency and then only those repairs shall be made which are necessary to allow removal of the Bus from Rosedale;

(iv) No advertising or notices (other than Signage as provided in Section 4.6 hereof) shall be placed, allowed or maintained on any of the Transit Facilities except advertising of Rosedale or of or by lessees or occupants of Rosedale, and then only with the prior written approval of Developer, and any advertising not so approved shall be removed upon written notice given by Developer to Metro Transit; and

(v) All Busses shall use the Transit Facilities only for the transportation and unloading and loading of passengers, and no Bus shall park in the Waiting Area for time durations in excess of the time needed to load and unload passengers and to maintain or achieve the time schedule for the then route of that Bus.

5.8 Operating Agreement. Anything herein to the contrary notwithstanding, it is understood and agreed that the use of the Transit Facilities under and pursuant to this Agreement shall be subject to the terms, conditions and provisions of the Restatement of Operating Agreement dated July 24, 1976 and filed in the office of the Registrar of Titles, Ramsey County, Minnesota, as Document No. 622318, and filed in the office of the County Recorder, Ramsey County, Minnesota, as Document No. 1931872, as the same is now or hereafter amended (said Restatement of Operating Agreement, as now or hereafter amended, is herein called the "Operating Agreement"). If there at any time is any conflict between the provisions of this Agreement, and the provisions of the Operating Agreement, the provisions of the Operating

Agreement shall prevail and control. Developer hereby warrants and represents to Metro Transit that no provisions of the Operating Agreement prohibit the entering into or performance of this Agreement by Developer.

## ARTICLE VI

### PARK AND RIDE

6.1 Location and Use. Passengers of transit services provided by allowed users of the Transit Facilities as stated in Section 5.1 hereof may park in the area shown on the Site Plan as the park and ride area (the "Park and Ride Area").

6.2 Time of Use. Metro Transit will operate the Park and Ride Area Mondays through Fridays, 5:00 A.M. to 6:30 P.M. However, up to 100 parking spaces within the Park and Ride Area may be used by Park and Ride users until 10:00 P.M. on such days. The Park and Ride Area may not be used by Park and Ride users on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, no more than 100 parking spaces within the Park and Ride Area may be used by Park and Ride users on the Friday after Thanksgiving Day. As set forth in Section 4.11 and Section 6.4 of this Agreement, the Park and Ride Area may not be used by Park and Ride users during times of temporary obstruction or relocation. Any such passengers parked in the Park and Ride Area at times other than as above stated shall be subject to removal or such other action as is used, from time to time, by Developer to enforce its parking and use regulations at Rosedale.

6.3 Term. The term of use of the Park and Ride Area shall be the same as set out in Section 5.2, and shall terminate as provided in Section 6.5 hereof, or when this Agreement is terminated pursuant to any other provision of this Agreement, or by agreement of the parties hereto.

6.4 Temporary Relocation. Developer may temporarily change the location of the Park and Ride Area, at any time, and from time to time, and in whole or in part, by written notice given to Metro Transit, which notice shall state the beginning and ending dates of such relocation, which beginning date shall not be earlier than fifteen (15) days after the date of such notice, and which may be off of the Rosedale property. If relocation is on the Rosedale property, such relocation shall be done only to such areas, and for such time periods, as Developer shall designate in writing. If relocation is off the Rosedale property, the relocation area shall be designated in writing by Metro Transit. Such relocation may be made and done only (i) for purposes of maintenance, repair or reconstruction pursuant to Section 4.5 hereof, or (ii) if Developer determines, in its sole discretion, that the Park and Ride Area parking spaces are needed for customers of Rosedale tenants during all or any part of any holiday as defined by Minnesota Statutes, or from Thanksgiving to and including December 31 of any year. If relocated on the Rosedale property, the provisions of Section 4.5 hereof shall continue to apply as to the relocated Park and Ride Area. If relocated off of the Rosedale property, then Metro Transit, and not Developer, shall perform the maintenance, repair and reconstruction duties set out in Section 4.5 hereof as to the relocated Park and Ride Area. Reference herein to Park and Ride Area shall mean the area to which it is relocated so long as such relocation continues.

6.5 Permanent Termination. Developer may permanently terminate the use of the Park and Ride Area pursuant to this Agreement, at any time, and in whole or in part, by written notice given to Metro Transit which shall state the date of such termination or relocation, which shall not be earlier than 365 days after the date of such notice; provided, however, , unless this Agreement is terminated due to Metro Transit's voluntary termination or default, or due to a casualty or condemnation, the Park and Ride Area shall not be subject to termination during the first 5 years of the Term. Upon termination of the use of the Park and Ride Area, Metro Transit will take all measures necessary to prevent the continued use of the Park and Ride Area by park and ride bus passengers, including, but not limited to, leafletting of windshields and towing of cars.

6.6 No Reimbursement. If Developer terminates the use of the Park and Ride Area pursuant to Section 6.5 hereof, then Developer shall not be required to reimburse Metro Transit for any cost of the improvements paid for by Metro Transit under this Agreement with respect to the Park and Ride Area.

6.7 Removal of Vehicles. It is understood that some persons use the Park and Ride Area who are not passengers of transit services. Therefore, it is agreed that the vehicles of such persons shall be subject to removal or such other action as is used, from time to time, by Developer to enforce its parking and use regulations at Rosedale.

6.8 Use Regulations. Use of the Park and Ride Area pursuant to this Agreement shall be subject to such rules and regulations as Developer may establish from time to time for the control and regulation of traffic and motor vehicles in Rosedale; provided, however, that Developer shall not establish, or impose on, the Park and Ride Area any rules and regulations which are contrary to Section 6.2 hereof or which in operation effectively eliminate the use of the Park and Ride Area by passengers of Busses.

6.9 Non-Exclusive. The use of the Park and Ride Area by Metro Transit and other persons allowed by Section 6.1 hereof, is and shall be non-exclusive, and Developer and other owners, lessees and occupants of Rosedale, and their customers, guests and invitees, may use the Park and Ride Area for any purposes similar or dissimilar to the uses allowed by this Agreement; provided that such similar or dissimilar uses shall be subject to the prior and superior rights granted by this Article VI of this Agreement.

6.10 Shuttle Service.

(a) If the Park and Ride Area is relocated off of the Rosedale property pursuant to Section 6.4 hereof, Metro Transit shall provide and operate a shuttle service from the Park and Ride Area to the Waiting Area Bus Shelter. Such service shall operate only on the Bus Route and shall be subject to the provisions of Sections 5.1, 5.7 and 6.8 hereof.

(b) Developer shall pay one-half of the actual out-of-pocket costs incurred by Metro Transit after the Effective Date for operating such shuttle, but only as to such costs which meet all of the following conditions: (i) they must be for operation during weekdays only, (ii) they must be for shuttles from Park and Ride Areas relocated off of

the Rosedale property, and (iii) they must be for operation during holidays as defined by Minnesota Statutes or during the period from Thanksgiving to December 31 of any year. However, in any event, Developer shall not pay more than \$2,750.00 per month toward actual out-of-pocket costs of operating such shuttle. Metro Transit shall give to Developer each month a statement for costs incurred during the then prior month for operation of the shuttles for which Developer is to share payment, as above provided, such statement to be in such form and to show such detail and breakdown, and supported by such invoices and receipts and similar data, as Developer shall reasonably request. Developer shall pay its share of such monthly operating costs within thirty (30) days after Developer receives such statement in a form and with such detail and breakdown, and supported by such invoices, receipts and similar data, as Developer has then requested. If Developer's share is not paid in full within said thirty (30) day period, then the unpaid portion of the statement shall bear interest at 12% per annum from the end of said thirty (30) day period until paid, and any partial payment of a statement shall be applied first to accrued interest and then to principal. The remedy of Metro Transit for refusal of Developer to make any payment due pursuant to the provisions of this paragraph shall be limited to recovery of the amount due, with interest and costs of enforcement and collection pursuant to paragraphs 8.3(d) and (e) all other remedies being hereby waived and released.

6.11 Notice to Users of Relocated Park And Ride Area. Metro Transit also shall give notice, without cost or charge to Developer, to users of the Park and Ride Area of the then relocated Park and Ride Area for the purpose of directing users to the then relocated Park and Ride Area. Such notice shall be given upon the occurrence of each such relocation and shall be given each day for at least three business days before each such relocation. Such notice, at a minimum, shall include handouts to riders of the Busses serving the Park and Ride Area, and fliers on cars using the Park and Ride Area.

## ARTICLE VII

### TRANSIT CAPACITY AND TRANSIT POLICE

#### 7.1 Transit Capacity.

(a) Maximum Bus Capacity. The maximum number of Buses that may enter the Waiting Area shall not exceed the maximum design capacity of the Waiting Area (the "Maximum Bus Capacity"). Metro Transit shall arrange its bus schedules such that the Maximum Bus Capacity is not exceeded.

(b) Park and Ride. Metro Transit will assist Developer in controlling vehicles attempting to park-and-ride outside of the Park and Ride Area.

(c) Security Measures. Metro Transit will cooperate with Developer's security measures and procedures.

## ARTICLE VIII

## LIABILITY AND REMEDIES

8.1 Hold Harmless by Developer. Developer shall hold Metro Transit, and their respective officials, officers, agents, employees and representatives, harmless from and indemnified against any loss, cost, damage or expense, including reasonable attorneys' fees, arising out of any claims by persons not a party to this Agreement, which claims are due to, or alleged to be due to, the design of the Transit Hub Improvements (to the extent such design is attributable to Developer), the construction or maintenance to be done by Developer pursuant to this Agreement, or out of the failure, or alleged failure, of Developer to have done such maintenance as is to be done by Developer pursuant to this Agreement, or out of the act or neglect, or alleged act or neglect, of Developer, or its officers, agents, employees or representatives.

8.2 Hold Harmless by Metro Transit. Metro Transit agree to hold Developer, the owners and lessees of, and the managing agents of, the property on which the Transit Facilities are located, and their respective officers, agents, employees, representatives, guests and invitees, harmless from and indemnified against any loss, cost, damage or expense, including reasonable attorneys' fees, arising out of any claims by persons not a party to this Agreement, which claims are due to, or alleged to be due to, the design of the Transit Hub Improvements (to the extent such design is attributable to Metro Transit) the providing of public transit service at Rosedale, or out of the failure, or alleged failure, of Metro Transit to have done such repair and maintenance of the Transit Facilities as is to be done by either of them pursuant to this Agreement, or out of the act or neglect, or alleged act or neglect, of Metro Transit, or their respective officials, officers, agents, employees or representatives.

Any amount of indemnification or hold harmless provision provided by Metropolitan Council under Section 8.2 shall not exceed the limits provided by Minn. Stat. Chapter 466 and shall not include any Loss that the Metropolitan Council is immune from, provided by Minn. Stat. Chapter 466, and shall only apply to the extent that such Loss is directly caused by the Metropolitan Council's negligence.

8.3 Remedies.

(a) If Developer fails to do any construction or maintenance work to be done by it pursuant to this Agreement, or fails to fulfill any other obligations under this Agreement, and if such failure continues for a period of thirty (30) days after notice of such failure, specifying the same, is given to Developer, then Metro Transit may at its or their option either:

(i) enter upon the Bus Route and the property upon which the Transit Facilities are located to do the work which Developer has failed to do, or to fulfill such obligations, and Developer agrees to pay to Metro Transit, as the case may be, all costs incurred in doing such work or fulfilling such obligations, including reasonable attorneys' fees, in excess of the cost which is to be paid by Metro Transit as provided in Articles III and IV hereof, with interest on such excess cost

at 12% per annum from a date 30 days after notice of such costs is given to Developer, until paid; or

(ii) terminate this Agreement. If Metro Transit elects to terminate this Agreement, it shall do so by an additional notice to Developer so stating such intent, and if such failure continues for an additional ten (10) business days after such additional notice is given to Developer, then Metro Transit may proceed to terminate this Agreement by additional notice to Developer, which notice shall specify the date of termination, which shall be not earlier than 30 days after the date of such notice. If this Agreement be so terminated, then, after the date of such termination, Metro Transit, and all other persons authorized by Section 5.1 hereof to use the Transit Facilities and by Section 6.1 hereof to use the Park and Ride Area, shall cease using the Transit Facilities and the Park and Ride Area, and Developer and Metro Transit shall have no liability or obligation under this Agreement, except for obligations accruing prior to such termination, and except that Developer shall make reimbursement pursuant to Section 5.5 of this Agreement.

(b) If Metro Transit fails to do any construction, maintenance or repair work to be done by it pursuant hereto, or fails to fulfill any other obligation under this Agreement, and if such failure continues for a period of ten (10) business days after notice of such failure, specifying the same, is given to Metro Transit, then Developer may at its option, either:

(i) do such work which Metro Transit has failed to do, or fulfill such obligation, and Metro Transit agrees to pay all costs incurred by Developer in doing such work, or fulfilling such obligation, including reasonable attorneys' fees, with interest on such costs at 12% per annum from a date ten (10) days after notice of such costs is given to Metro Transit, until paid; or

(ii) terminate this Agreement. If Developer elects to terminate this Agreement, it shall do so by an additional notice to Metro Transit so stating such intent, and if such failure continues for an additional 10 business days after such additional notice is given to Metro Transit, then Developer may proceed to terminate this Agreement by additional notice to Metro Transit, which notice shall specify the date of termination, which shall be not earlier than 30 days after the date of such notice. If this Agreement be so terminated, then, after the date of such termination Metro Transit, and all other persons authorized by Section 5.1 hereof to use the Transit Facilities and by Section 6.1 hereof to use the Park and Ride Area, shall cease using the Transit Facilities and the Park and Ride Area, and Developer, and Metro Transit shall have no liability or obligation under this Agreement, except for obligations accruing prior to such termination, and specifically, without limitation, Developer shall have no obligation to make any reimbursement to any person pursuant to Section 5.5, or any other provision, of this Agreement.

(c) Metro Transit and Developer shall also have available all other remedies then allowed at law or in equity, including mandatory injunction, to enforce any of the obligations and duties of any party hereto or to recover damages for default therein.

(d) All of the remedies available to Metro Transit and Developer shall be usable and enforceable separately or concurrently, and the use of one remedy shall not waive or preclude the use of one or more of the other remedies. Also, the failure to exercise, or delay in exercising, any remedy shall not preclude any party from thereafter exercising any of its remedies for the same or a subsequent failure or refusal. Developer agrees to pay to Metro Transit, and Metro Transit agree to pay to Developer, any and all costs and expenses incurred by the other in enforcing this Agreement by use of the remedies set out herein or by other remedy or means available at law or in equity, including attorneys' fees, whether suit be brought or not, and with interest on all such costs and expenses at twelve percent (12%) per annum from the dates incurred until paid.

(e) Developer and Metro Transit, also agree to pay all costs of collection of any monies, including interest, due from or by it pursuant hereto, again including attorneys' fees and whether suit be brought or not, with interest at twelve percent (12%) per annum on such costs of collection from the dates incurred until paid.

ARTICLE IX

GENERAL PROVISIONS

9.1 Authority. Developer and Metro Transit represent that they are fully authorized to enter into this Agreement, and each represents that execution of this Agreement shall not constitute a default under any commitment made by it to persons or entities not a party to this Agreement.

9.2 Notices. Any notice, demand, request or other communication required or permitted to be given to Metro Transit or Developer shall be sufficiently given and served, and shall be effective and deemed properly given and served, two (2) days after it is deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, or on the next business day if deposited cost-paid with a nationally recognized overnight courier service, addressed as follows:

To Developer: PPF RTL Rosedale Shopping Center, LLC  
c/o Morgan Stanley Real Estate Advisors, Inc.  
Suite 800  
3424 Peachtree Road NE  
Atlanta, Georgia 30326  
Attention: Asset Manager

To Metro Transit: Metropolitan Transit  
560 Sixth Avenue North  
Minneapolis, MN 55411-4398  
Attention: \_\_\_\_\_

To City: City of Roseville, Minnesota  
 2660 Civic Center Drive  
 Roseville, MN 55113  
 Attention: City Manager

9.3 Entire Agreement; Amendments. This Agreement supersedes all prior agreements, oral and written, between any or all of the parties hereto relating to the use of Rosedale for public transit, and this Agreement is the entire agreement between the parties relating to use of Rosedale for public transit, and there are no other covenants, terms, provisions or understandings, written or oral, between any or all of the parties hereto relating to the use of Rosedale for public transit, and Metro Transit have and claims no rights to use Rosedale, or any part thereof, for public transit other than as set out in this Agreement. This Agreement may be amended and modified only by written agreement signed by the parties hereto with the same formality as this Agreement, and no amendment or modification shall be binding on the parties or have any effect unless so made.

9.4 No Gift or Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the interests or easements hereby created, or any portion thereof, to the general public, even though some of the interests and easements hereby created may be used for or by the general public.

9.5 Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

9.6 Consent or Approval. Except as may otherwise be specifically provided herein, whenever in this Agreement the consent or approval of any party is expressly or impliedly required or requested, such consent or approval shall not be unreasonably withheld or delayed. If any such consent or approval is withheld or delayed by a party and there is a dispute as to its reasonableness, the sole and exclusive remedy of the other parties hereto shall be declaratory judgment, mandatory injunction or specific performance, but no money damages shall be claimed or paid.

9.7 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application of any thereof to any person, or in any circumstances, shall in no way affect any of the other provisions hereof, or the application of any thereof to any other person or in any other circumstances, and the same shall remain in full force and effect.

9.8 Performance; Excusable Delays; Emergencies.

(a) Whenever performance is required of any party hereto, or Metro Transit, that party shall use all due diligence to perform, and take all necessary measures in good faith to perform, as soon as possible; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of materials or labor, or damage to work or other activity in progress by reason of fire or other casualty, adverse weather conditions, or the presence or perceived presence of soil contamination, toxic or

hazardous waste of any kind or nature, or failure or refusal of any party hereto to approve of designs or plans and specifications pursuant to paragraph 3.2 hereof, or to agree to payment of costs pursuant to paragraph 3.6(b) hereof, or other causes beyond the reasonable control of that party, then the time for performance as herein specified shall be appropriately extended by the length of the delay actually so caused. The provisions of this Section shall not operate to excuse any party from the prompt payment of any moneys required by this Agreement.

(b) Whenever a party hereto is obligated by this Agreement to act or perform, and an emergency exists, in the reasonable opinion of the other party, which can be abated or ended by such act or performance, and the obligated party fails or refuses to act or perform promptly, then the other party may act immediately to abate or end the emergency without giving notice or waiting for expiration of any applicable grace period, and the acting party may recover its costs and fees pursuant to Article VIII hereof.

9.9 Liability Limitation. The liability of Developer hereunder shall cease and terminate once it is no longer the record owner of the Developer Parcel as defined in the Restatement of Operating Agreement for Rosedale dated as of February 24, 1976, as the same may now or hereafter be amended, and as the definition of Developer Parcel may be now or hereafter changed by amendments of said Restatement of Operating Agreement, except, however, for liabilities that accrued while such a record owner. All future record owners of such Developer Parcel shall be deemed to have assumed and agreed to keep and perform the obligations of Developer hereunder while they are record owners of such Developer Parcel, but such liability shall cease and terminate when any such future record owner is no longer a record owner of such Developer Parcel except, however, for such liabilities that accrued while such a record owner.

9.10 Eminent Domain. If all or any part of Rosedale, or the Transit Facilities, or the Park and Ride Area shall be acquired, temporarily or permanently, by the power of eminent domain, or by conveyance under threat of eminent domain, no part of the award or consideration for such acquisition or conveyance shall belong to or be paid to Metro Transit. However, nothing herein shall preclude Metro Transit from seeking and recovering on its or their own account from the condemning or acquiring authority any award or compensation attributable to the taking or purchase of any improvements, chattels or fixtures belonging to Metro Transit, or for the removal or relocation of the bus routes of Metro Transit, or for the interruption of Metro Transit's business.

9.11 Severability. If any term, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, provision and condition to persons or circumstances other than those as to when or which it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement, and all of the terms, provisions and conditions hereof, shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

9.12 No Setoff. Any payment of money to be made by any party or person pursuant to this Agreement shall be made without setoff or reduction of any kind or for any reason, except for setoff or reduction by money obligations arising under this Agreement.

9.13 Counterparts. This Agreement may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

9.14 Recording. Either Developer or Metro Transit may record this Agreement in the appropriate office for recording real property records in Ramsey County, Minnesota, to memorialize the existence and terms of this Agreement.

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DEVELOPER:

PPF RTL ROSEDALE SHOPPING CENTER,  
LLC

- By: PPF Retail, LLC, its sole member
- By: PPF OP, LP, its sole member
- By: PPF OPGP, LLC, its General Partner
- By: Prime Property Fund, LLC,  
its sole member
- By: Morgan Stanley Real Estate Advisor, Inc.,  
its Manager

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

STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me on \_\_\_\_\_, 2006, by  
 \_\_\_\_\_, the \_\_\_\_\_ of Morgan Stanley Real  
 Estate Advisor, Inc., the Manager of Prime Property Fund, LLC, the sole member of PPF OPGP,  
 LLC, the General Partner of PPF OP, LP, the sole member of PPF Retail, LLC, the sole member  
 of PPF RTL ROSEDALE SHOPPING CENTER, LLC, a Delaware limited liability company, on  
 behalf of the limited liability company.

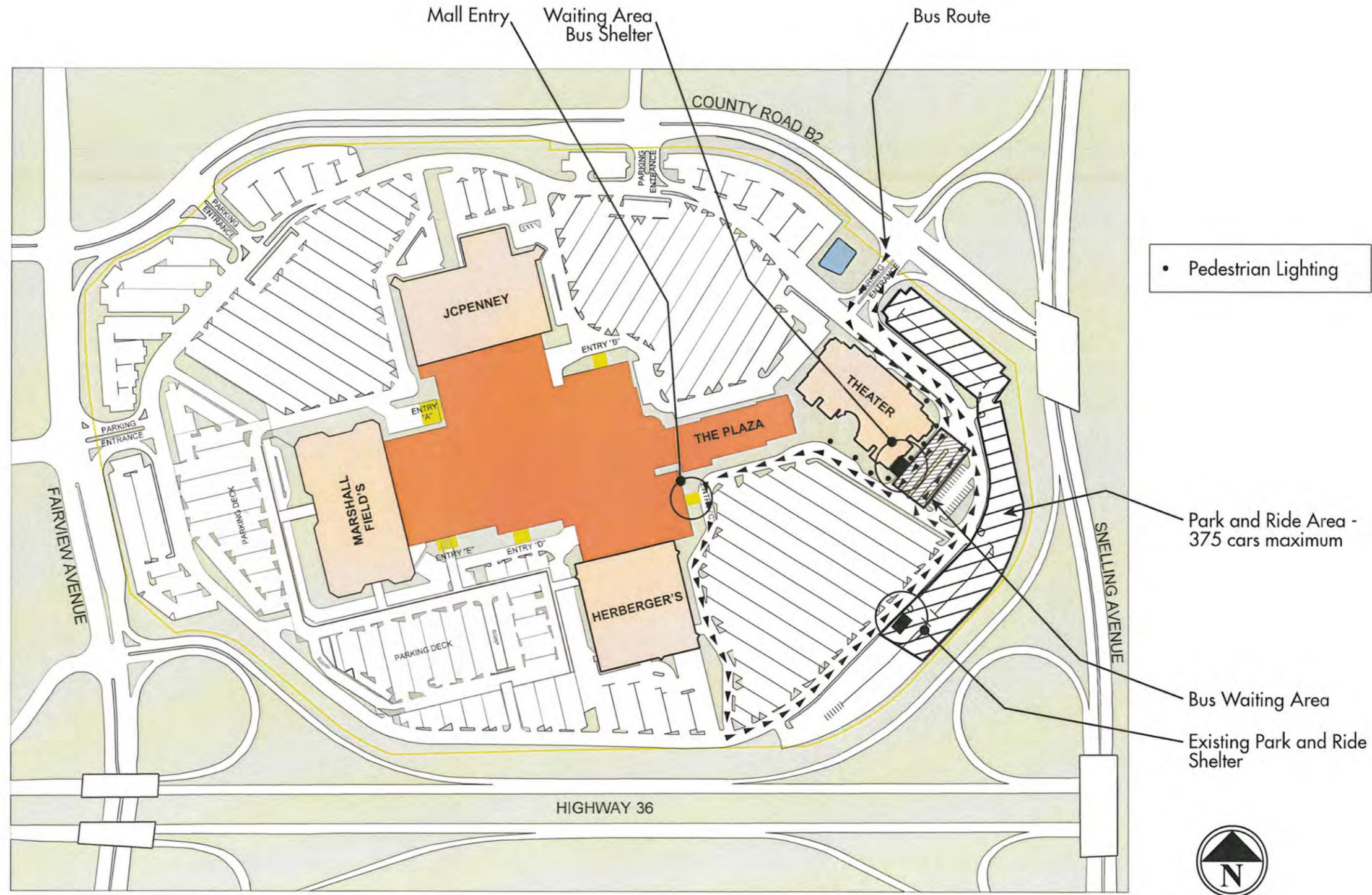
\_\_\_\_\_  
 Notary Public



EXHIBIT A

Site Plan





• Pedestrian Lighting

Park and Ride Area - 375 cars maximum

Bus Waiting Area

Existing Park and Ride Shelter



**Rosedale Center**  
 10 Rosedale Center  
 Roseville, Minnesota 55113

**JONES LANG LASALLE.**  
 3424 Peachtree Road, N.E.  
 Suite 300  
 Atlanta, Georgia 30326

**Site Plan - Exhibit A**

Revision Date  
**8/1/06**

**EXHIBIT B**

Design and Construction

**EXHIBIT B****CONSTRUCTION OF TRANSIT CENTER PROJECT****I. IDENTIFICATION OF PROJECTS**

**1.1 Rosedale Project.** The "Rosedale Project" shall mean the construction of approximately 123,700 square feet of retail development and approximately 58,600 square feet of theater space.

**1.2 Transit Center Project.** The "Transit Center Project" is related to but separate from the Rosedale Project and shall mean the construction of a building with a driver break room and passenger waiting area (the "Shelter Building"), along with pavement improvements for the bus waiting area (the "Bus Waiting Area") and bus route (the "Bus Route"), all as shown on the attached sketch, as part of the relocation and replacement of the existing transit center.

**II. DEVELOPMENT OF DESIGN AND CONSTRUCTION DOCUMENTS**

**2.1 Design and Construction Documents.** The architect selected by PPF RTL Rosedale Shopping Center, LLC ("Rosedale") for the Rosedale Project will prepare the "Design Documents" and "Final Construction Documents" for the Transit Center Project. The "Design Documents" and "Final Construction Documents" for the Shelter Building shall be prepared pursuant to a separate contract between such architect and the Metropolitan Council (the "Council"). Rosedale will submit or cause to be submitted to the Council and the Council will review and approve the Design Documents and the Final Construction Documents, including all plans, specifications and proposed construction schedule for the Transit Center Project.

**2.2 Liability Provisions.** Rosedale will include in the Final Construction Documents for the Shelter Building the following liability provisions:

- "(A) that the Contractor will defend, indemnify, and save harmless the Council, its members, officers, agents and employees from all claims, suits, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) arising out of or by reason of the performance of this Agreement, caused in whole or in part by any act or omission of the Contractor, including acts or omissions of its employees, subcontractors, or for anyone whose acts any of them

may be liable, except where caused by sole negligence of the Council;

- "(B) that the Contractor must provide and maintain insurance as provided on Exhibit C attached to and made a part of this Agreement and provide to the Council prior to commencement of construction a Certificate of Insurance evidencing the insurance coverage required in Exhibit C and naming the Council as additional insured; and
- "(C) that the Contractor is considered to be an independent contractor for the purposes of completing the work provided for in this Agreement."

**III. ADVERTISEMENT AND AWARD**

Rosedale's general contractor for the Rosedale Project will be the construction manager for the Shelter Building. Rosedale shall cause its general contractor to advertise for bids for the construction of the Shelter Building, receive and open bids pursuant to said advertisement, and Rosedale shall enter into a contract with the lowest responsive responsible bidder at the unit prices specified in the bid of such bidder in accordance with the law, and such successful bidder shall construct the Shelter Building in accordance with the Final Construction Documents.

Notwithstanding the foregoing, immediately upon receipt and opening of bids by Rosedale for construction of the Shelter Building, Rosedale will tabulate the bids and submit a recommendation for selection of a bidder and award of contract to the Council. Council shall have seven (7) days to review the bids and approve the bidder.

Rosedale's general contractor shall construct the balance of the Transit Center Project pursuant to a separate contract between Rosedale and such general contractor.

**IV. NOTICE OF COMMENCEMENT**

Not less than seven (7) days prior to commencement of the Transit Center Project by Rosedale, Rosedale will give written notice to the Council of its intention to commence construction, said notice to be directed as follows:

Tom Thorstenson  
Engineering and Facilities Manager  
Metro Transit  
560 6<sup>th</sup> Avenue North  
Minneapolis, MN 55411

With a copy to:

Peter A. Hanf  
Metropolitan Council  
230 East 5<sup>th</sup> Street  
St. Paul, MN 55101

## V. ADMINISTRATION OF CONSTRUCTION CONTRACT

**5.1 Rosedale Administration of Projects.** Rosedale will administer the aforementioned contract, inspect the construction of the contract work included in the aforesaid Transit Center Project, and cause the project to be completed in accordance with the Final Construction Documents. All direct payments to Rosedale's contractor for work performed on said Transit Center Project will be made by Rosedale; provided, however, the Council will reimburse Rosedale as provided in this Exhibit B.

**5.2 Rosedale Progress Reports.** Rosedale will prepare weekly progress reports as provided in the approved Final Construction Documents. A copy of said reports will be furnished to the Council upon request. Rosedale will coordinate such progress reports with the Council inspection schedule provided for in this Exhibit B.

**5.3 Review of Shop Drawings.** Rosedale shall submit, and the Council shall review, any shop drawings submitted by Rosedale's contractor for the Transit Center Project. The Council will report its review comments in written form to Rosedale's authorized representative within a reasonable period of time. However, the responsibility for ensuring compliance and accuracy of the shop drawings, relative to the Final Construction Documents approved by the Council for the Transit Center Project will remain with Rosedale.

**5.4 Council Inspection of Project.** The work may be periodically inspected by the Council if the Council provides Rosedale with reasonable prior notice thereof; provided, however, the Council will have no responsibility for the supervision of the work. The Council will provide Rosedale with a written inspection report within ten (10) working days of each such inspection.

**5.5 Corrections to Transit Center Project.** Rosedale will make corrections to the Transit Center Project noted in the Council's inspection reports to the extent said corrections are within the scope of the approved Final Construction Documents or any changes thereto authorized by the Council.

## VI. CHANGES/AMENDMENT TO TRANSIT CENTER PROJECT

**6.1 Amendments by Rosedale.** Rosedale will submit any amendments to or changes in those portions of the approved Final Construction Documents including the construction schedule which affect said Transit Center Project to the Council for review and approval, which approval will not be unreasonably withheld. Such amendments to the approved Final Construction Documents and/or changes in the construction schedule must be submitted to the Council at least fifteen (15) days prior to the implementation of such change. Rosedale agrees that it will not proceed with any amendment to or changes in the approved final construction documents of the Transit Center Project until the Council has consented to such change in accordance with its procedures and has approved such change in writing as evidenced by letter to Rosedale from the Council.

**6.2 Amendments by Council.** The Council may require Rosedale to make non-material changes to or modifications in the scope of the Transit Center Project and Rosedale hereby agrees to construct such required modifications or changes, provided however, that the entire cost of such change or modification shall be borne by the Council, including any costs incurred due to delays. Any change initiated by the Council that affects the critical path of the Rosedale Project or the Transit Center Project shall be deemed material. Notwithstanding the foregoing, in no event may the Council expand the footprint of the transit building, alter the bus route, the location of the bus staging area, or any other elements of the Transit Center Project shown on the site plan attached as Exhibit A to the Amended and Restated Transit Hub Agreement (Rosedale), to which this Exhibit B is attached.

## **VII. COMPLETION/ACCEPTANCE**

**7.1 Notice of Completion and Acceptance.** Rosedale will inform the Council in writing of the completion of the Transit Center Project. Within a reasonable time thereafter the Council will inform Rosedale in writing either that the Transit Center Project as constructed is acceptable to the Council or that the Transit Center Project is not acceptable to the Council.

**7.2 Unacceptable Work.** In the event said work is not acceptable to the Council, the Council will further inform Rosedale of the specific reasons for non-acceptance and what steps in the opinion of the Council must be taken by Rosedale to make the Transit Center Project acceptable to the Council.

**7.3 Final Acceptance.** The final decision on acceptability of the Transit Center Project will be made by the Council. The Council will not unreasonably withhold acceptance of the Transit Center Project. Acceptance of the Transit Center Project by the Council shall be final, binding and conclusive

upon the Council as to the satisfactory completion of said work. If Rosedale disagrees with the final decision by the Council the Council and Rosedale agree to resolve any dispute by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

**7.4 Existing Facilities to Remain Operational.** Until such time that the Council has accepted the Transit Center Project, Rosedale agrees that the Council's existing and temporary transit facility will remain fully operational.

#### VIII. REIMBURSEMENT/SCHEDULE FOR PAYMENT

**For the right to use Rosedale's land and for the right to use the Transit Center improvements, the Council agrees to make the following payments:**

**8.1 Construction Cost.** The Council shall pay Rosedale for all reasonable, actual, allocable and recorded expenses for the construction of the Transit Center Project. The Parties agree that the Engineer's Estimate is an estimate of the construction cost for the Transit Center Project and that the unit prices set forth in the contract with the successful bidder and the final quantities as measured by Rosedale shall govern in computing the total final contract construction cost.

**8.2 Total Cost.** It is estimated that the Council's "Total Cost" of the Transit Center Project will be \$560,000.00, comprised of \$25,000.00 for the architectural and engineering work related to the Transit Center Project (except for the design of the Shelter Building, which the Council is paying under a separate contract), \$250,000.00 for the Shelter Building, and \$285,000.00 for the incremental costs for constructing the Bus Waiting Area and the Bus Route.

#### **8.3 Payment.**

(A) **Bus Route and Bus Waiting Area Improvements.** Upon completion of the Transit Center Project and final acceptance of the project by the Council, Rosedale shall submit Rosedale's final actual costs for the roadway improvements portion of the Transit Center Project showing the Council's final share in the roadway improvements portion of the construction contract for the Transit Center Project.

(B) **Shelter Building.** Upon commencement of construction of the Shelter Building, the Council shall pay Rosedale Twenty Five (25) percent of the estimated cost of the construction of the Shelter Building. Upon completion of the Transit Center Project and final acceptance of the project by the Council, Rosedale shall submit Rosedale's final actual costs for the Shelter Building portion of the Transit Center Project.

The parties agree that the aforesaid computation and determination by Rosedale of the amount due from the Council hereunder shall be represented in an invoice prepared by Rosedale and submitted to the Council. The Council agrees to pay Rosedale the balance due on the Shelter Building and the Council's share of the Bus Waiting Area and Bus Route within thirty (30) days after receipt of Rosedale's invoice therefor.

#### **IX. OWNERSHIP/WARRANTIES**

**9.1 Ownership of Facilities.** Upon completion of the construction of the Transit Center Project and acceptance of said work by the Council pursuant to this Exhibit B, Rosedale shall own all the improvements.

**9.2 Warranties and Guarantees.** Upon completion of the construction of the Transit Center Project and acceptance of said work by the Council pursuant to this Exhibit B, all warranties and guarantees provided by the construction contractors and subcontractors associated with the Project, shall become the property of Rosedale.

**9.3 Record Drawings.** Upon completion of the construction of the Transit Center Project and acceptance of said work by the Council pursuant to this Exhibit B, Rosedale shall provide to the Council a complete set of reproducible record drawings of the Transit Center Project.

#### **X. PERMITS**

Rosedale will obtain and will initially bear all costs for obtaining all permits specifically necessary for the Transit Center Project, which costs will be invoiced to the Council for reimbursement.

#### **XI. RECORDS/DATA PRACTICES**

**11.1 Retention and Access to Records.** In accordance with Minnesota Statutes, section 16C.05, subdivision 5, Rosedale's books, records, documents, and accounting procedures and practices relevant to this Exhibit B are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Exhibit B.

**11.2 Data Practices.** All data collected, created, received, maintained or disseminated for any purpose by the activities of Rosedale and the Council pursuant to this Exhibit G shall be governed by Minnesota Statutes, Chapter 13, as amended, and the Minnesota Rules implementing such Act now in force or hereafter adopted.

**XII. LIABILITY/WARRANTY**

**12.1 Liability.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. The Council's liability is governed by the provisions of Minnesota Statutes, Chapter 466.

**12.2 No Waiver.** Nothing in this Exhibit B shall constitute a waiver by the Council of any statutory limits on or exceptions to liability.

**XIII. INDEPENDENT CONTRACTORS**

**13.1 Council Employees.** Any and all employees of the Council and all other persons engaged by the Council in the performance of any work or services required or provided for herein to be performed by the Council shall not be considered employees of Rosedale, and any and all claims that may or might arise under the Workers ' Compensation Act or the Minnesota Economic Security Law on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission of the part of said employees while so engaged, on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of Rosedale.

**13.2 Rosedale Employees.** Any and all employees of Rosedale and all other persons engaged by Rosedale in the performance of any work or services required or provided for herein to be performed by Rosedale shall not be considered employees of the Council, and that any and all claims that may or might arise under the Workers Compensation Act or the Minnesota Economic Security law on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission of the part of said employees while so engaged, on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the Council.

### EXHIBIT C

Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance set forth below, providing protection from claims which may arise out of or result from the Contractor's operations under the Contract and for which Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

#### 1. General Liability and Umbrella Insurance

1.1. Contractor shall maintain commercial general liability (CGL) on an occurrence form and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence and a general aggregate limit of not less than \$3,000,000. The general aggregate limit shall apply separately to this project.

1.1.1. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, contractual liability, and Explosion, Collapse, Underground (XCU).

1.1.2. The Metropolitan Council, its Architect/Engineer, its officers, agents and employees shall be included as an additional insured under the CGL, and under the commercial umbrella, if any. This insurance shall be primary and non-contributory with respect to any other insurance or self-insurance programs afforded to Metropolitan Council. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. This insurance shall also provide completed operations coverage.

#### 2. Automobile and Umbrella Liability Insurance

2.1. Contractor shall maintain automobile liability of not less than \$500,000 and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$2,000,000 each accident.

2.1.1. Policy shall provide coverage for, without limitation, physical damage (comprehensive and collision), Liability, PIP, and UM/UIM that may arise out of the operation or maintenance of Any vehicle (including owned, hired, and non-owned).

#### 3. Workers' Compensation and Employers Liability

3.1. Workers' Compensation pursuant to Statute

3.2. Employers Liability with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, \$1,000,000 policy limit for bodily injury by disease.

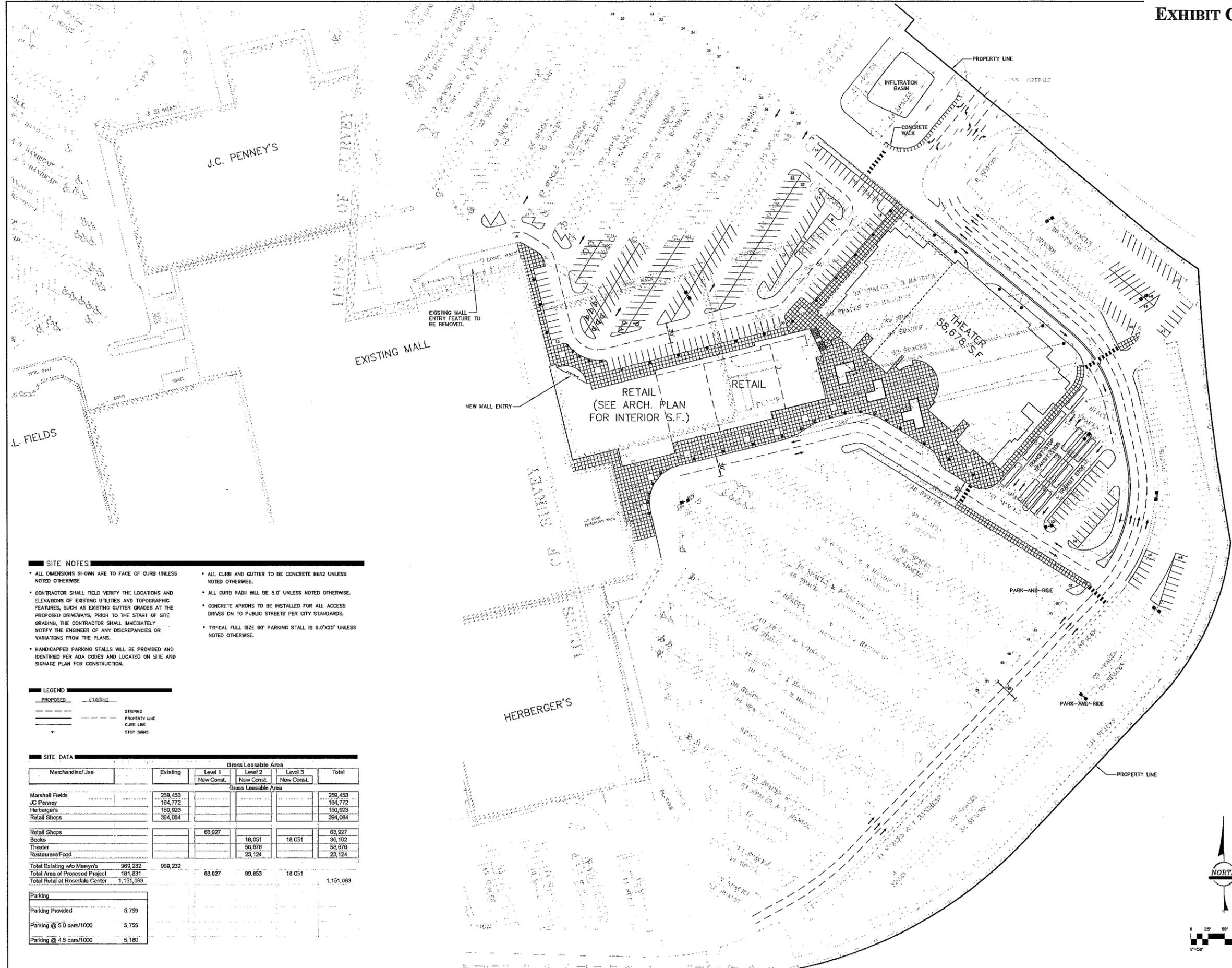
#### 4. Property Insurance

- 4.1. Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.
  - 4.2. It shall provide coverage for, but not be limited to, loss or damage to the Work, temporary buildings, falsework, Work materials and equipment stored off or on site and in transit.
  - 4.3. Include the interests of the Metropolitan Council, Contractor, Subcontractors, and A/E, each of whom is deemed to have an insurable interest.
  - 4.4. Policy shall be maintained in effect until Final payment and acceptance by the Metropolitan Council.
  - 4.5. Include an endorsement permitting partial utilization of the Work if Metropolitan Council finds it necessary to occupy or use a portion or portions of the Work completed prior to Finale Payment and Acceptance of the Work.
5. Pollution Legal Liability
- 5.1. Contractor shall maintain this coverage with limits not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, clean-up costs, products and/or completed operations, and contractual liability.
6. Other Insurance Provisions
- 6.1. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, except after thirty days' prior written notice, has been given to the Council at the following address:

**Metropolitan Council**  
**Attn: Risk Management**  
**230 East 5<sup>th</sup> Street**  
**Saint Paul, MN 55101**
  - 6.2. In addition to notifying its insurer(s) in accordance with the policy, Contractor shall provide prompt written notice (to the address above) as soon as reasonably possible of any accident or loss relating to work performed on behalf of the Metropolitan Council.
  - 6.3. Contractor, and its insurers through endorsement, shall waive all rights of subrogation against the Council, its members, agents and employees, for losses arising out of the performance of this contract.
  - 6.4. Insurance is to be placed with insurers with Best's rating of no less than A:VII.
  - 6.5. The Contractor shall furnish the Council with certificates of insurance and with copies of endorsements evidencing coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Council before work

commences. The Council reserves the right to require complete, certified copies of all required insurance policies at any time.

- 7. The Council does not represent in any way that the insurance specified in this contract, whether in scope of coverage or limits, is adequate or sufficient to protect the Contractor's business or interests. It is the sole responsibility of the Contractor to determine the need for and to procure additional coverage that may be needed in connection with this contract. Furthermore, the procuring of such required policy or policies of insurance shall not be construed to limit the Contractor's liability under this contract nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding any policy or policies of insurance, the Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising out of or resulting from acts or omissions in performing work under this agreement.**
8. Nothing in this contract shall be construed to waive the municipal immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other applicable state or federal law.



- SITE NOTES**
- ALL DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
  - CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES, SUCH AS EXISTING GUTTER GRADES AT THE PROPOSED DRIVEWAYS. PRIOR TO THE START OF SITE GRADING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
  - HANDICAPPED PARKING STALLS WILL BE PROVIDED AND IDENTIFIED PER ADA CODES AND LOCATED ON SITE AND SIGNAGE PLAN FOR CONSTRUCTION.
  - ALL CURBS AND GUTTER TO BE CONCRETE 6612 UNLESS NOTED OTHERWISE.
  - ALL CURB RADI MUST BE 5.0' UNLESS NOTED OTHERWISE.
  - CONCRETE APRONS TO BE INSTALLED FOR ALL ACCESS DRIVES ON TO PUBLIC STREETS PER CITY STANDARDS.
  - TYPICAL FULL SIZE 90° PARKING STALL IS 9.0'X20' UNLESS NOTED OTHERWISE.

**LEGEND**

—	PROPOSED	---	EXISTING
---	STRIPING	---	PROPERTY LINE
---	CURB LINE	---	STOP SIGNS

**SITE DATA**

Merchandise/Use	Existing	Gross Leasable Area			Total
		Level 1 New Const.	Level 2 New Const.	Level 3 New Const.	
Marshall Fields	259,453				259,453
JC Penney's	164,772				164,772
Herbergers	160,923				160,923
Retail Shops	304,084				304,084
Retail Shops		63,927			63,927
Books			18,051		18,051
Theater			58,678		58,678
Restaurant/Food			23,124		23,124
<b>Total Existing w/o Mervyn's</b>	<b>909,232</b>				
<b>Total Area of Proposed Project</b>	<b>161,631</b>	<b>63,927</b>	<b>69,653</b>	<b>18,051</b>	
<b>Total Retail at Rosedale Center</b>	<b>1,151,063</b>				<b>1,151,063</b>

Parking	
Parking Provided	5,759
Parking @ 5.0 cars/1000	5,755
Parking @ 4.5 cars/1000	5,180



**PARSONS**  
 111 Third Avenue South, Suite 350 • Minneapolis, Minnesota 55401 USA  
 Phone: (612)332-0421 • Fax: (612)332-6180

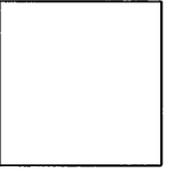
**DS&A**  
 Designer/Architect/Engineer  
 555 North Park Center Blvd  
 Atlanta, Georgia 30328  
 Tel: 770.657.7776  
 Fax: 770.657.7772

Developer:  
**JONES LANG LASALLE**

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# ROSEDALE CENTER

Roseville, Minnesota



No.	Description	Date
1	Concept F	03-31-05

Street Name:  
**SITE PLAN**  
 DSA Proj # 033002 Issue Date 03/06/05  
 Sheet No. **C-2**  
 Drawn by WTS Checked by DJA

NOT ISSUED FOR CONSTRUCTION

Call 48 Hours before digging  
**GOPHER STATE ONE CALL**  
 Twin Cities Area 651-454-0002  
 MN Toll Free 1-800-252-1166

**STORM WATER DATA**

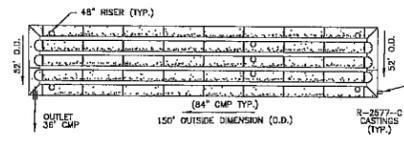
NOTE 1 EXISTING CONDITIONS  
 AREA OF DISTURBANCE BY IMPERVIOUS SURFACES = 11 AC  
 PER CITY REQUEST - A CURVE NUMBER OF 0.8 WAS ASSUMED FOR PRE-DEVELOPMENT CONDITION.

NOTE 2 PROPOSED CONDITIONS  
 STORM WATER FROM THE PROPOSED THEATER SHALL DISCHARGE TO AN INFILTRATION POND TO MEET PROJECTS INFILTRATION REQUIREMENTS PER ROWD RULES. REMAINDER OF DISTURBED AREA TO BE CONNECTED TO AN UNDERGROUND DETENTION FACILITY FOR RATE AND WATER QUALITY TREATMENT.

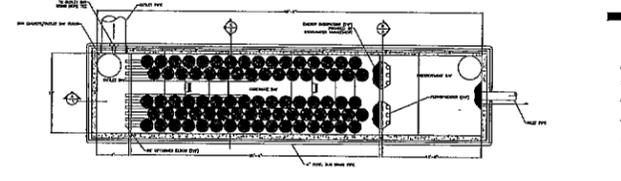
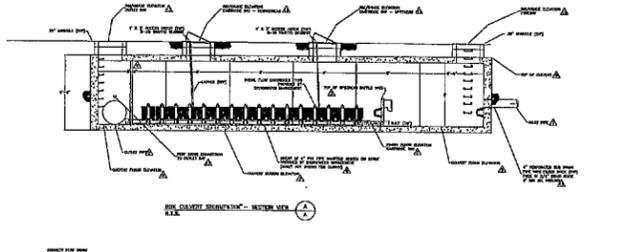
NOTE 3 STORM WATER STORAGE (PIPE GALLERY) TO CONTAIN UP TO THE 100-YEAR, 24 HOUR STORM EVENT FOR 11 AC. 100-YEAR PEAK DISCHARGE FROM PIPE GALLERY = 18 CFS

NOTE 4 A "STORMFILTER", OR APPROVED ALTERNATE, SHALL PROVIDE WATER QUALITY TREATMENT FOR THE UNDERGROUND STORAGE SYSTEM. TREATMENT WILL MEET AND/OR EXCEED MARI, CITY AND RCSD STANDARDS.

**STORM WATER STORAGE (PIPE GALLERY)**  
 51,500 CU. FT. STORAGE



**STORMFILTER (WATER QUALITY TREATMENT SYSTEM)**

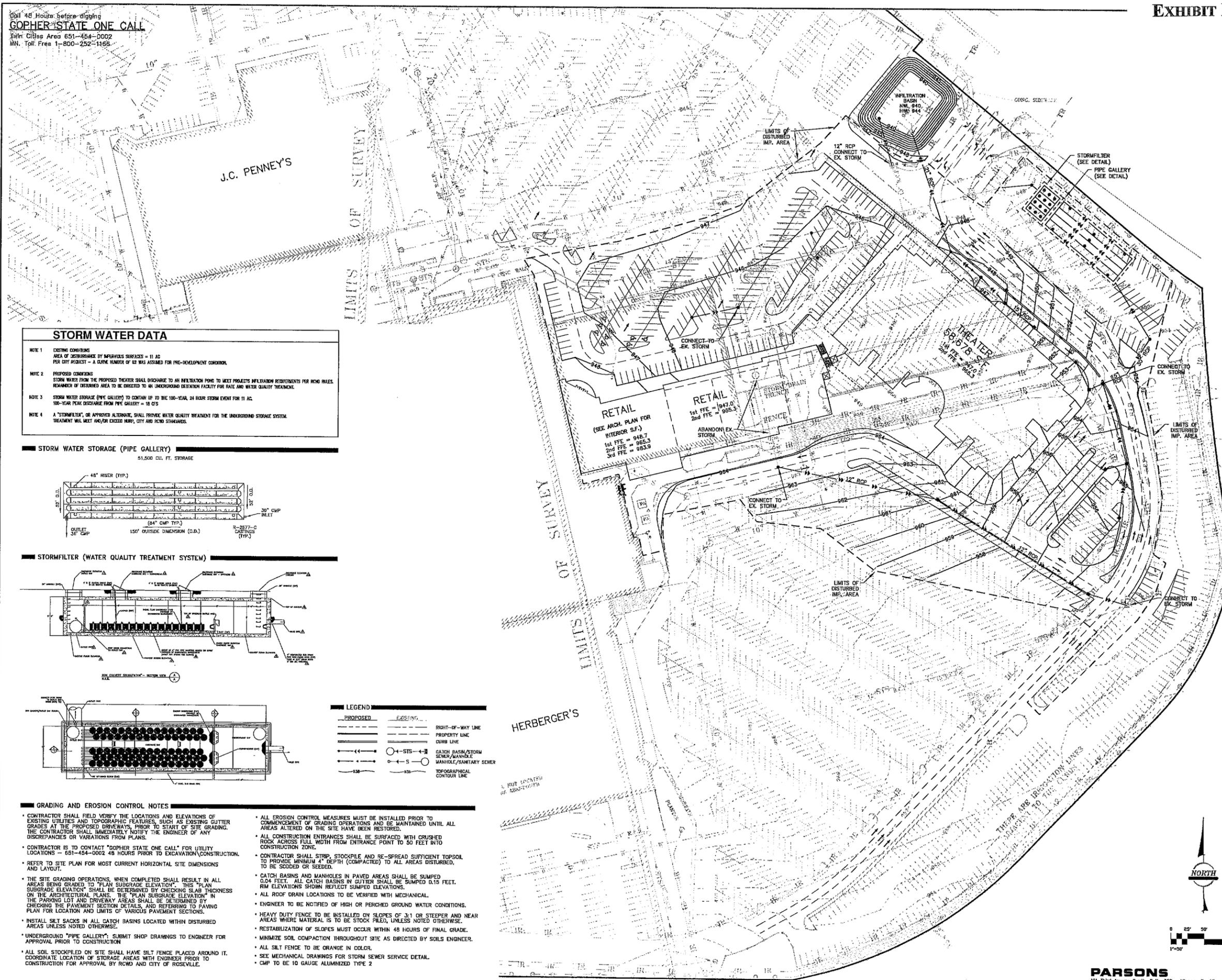


**LEGEND**

PROPOSED	EXISTING	
(Solid line)	(Dashed line)	RIGHT-OF-WAY LINE
(Dashed line)	(Dashed line)	PROPERTY LINE
(Dashed line)	(Dashed line)	CURB LINE
(Arrow pointing to a circle)	(Circle with 'S')	CATCH BASIN/STORM SEWER/MANHOLE
(Arrow pointing to a circle)	(Circle with 'S')	MANHOLE/SEWERY SEWER
(Dashed line)	(Dashed line)	TOPOGRAPHICAL CONTOUR LINE

**GRADING AND EROSION CONTROL NOTES**

- CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES, SUCH AS EXISTING GUTTER GRADES AT THE PROPOSED DRIVEWAYS, PRIOR TO START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLANS.
- CONTRACTOR IS TO CONTACT "GOPHER STATE ONE CALL" FOR UTILITY LOCATIONS - 651-454-0002 48 HOURS PRIOR TO EXCAVATION/CONSTRUCTION. REFER TO SITE PLAN FOR MOST CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.
- THE SITE GRADING OPERATIONS, WHEN COMPLETED SHALL RESULT IN ALL AREAS BEING GRADED TO "PLAN SUBGRADE ELEVATION". THIS "PLAN SUBGRADE ELEVATION" SHALL BE DETERMINED BY CHECKING SLAB THICKNESS ON THE ARCHITECTURAL PLANS. THE "PLAN SUBGRADE ELEVATION" IN THE PARKING LOT AND DRIVEWAY AREAS SHALL BE DETERMINED BY CHECKING THE PAVEMENT SECTION DETAILS, AND REFERRING TO PAVING PLAN FOR LOCATION AND LIMITS OF VARIOUS PAVEMENT SECTIONS.
- INSTALL SILT BAGS IN ALL CATCH BASINS LOCATED WITHIN DISTURBED AREAS UNLESS NOTED OTHERWISE.
- UNDERGROUND "PIPE GALLERY", SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
- ALL SOIL STOCKPILED ON SITE SHALL HAVE SILT FENCE PLACED AROUND IT. COORDINATE LOCATION OF STORAGE AREAS WITH ENGINEER PRIOR TO CONSTRUCTION FOR APPROVAL BY ROWD AND CITY OF ROSEVILLE.
- ALL EROSION CONTROL MEASURES MUST BE INSTALLED PRIOR TO COMMENCEMENT OF GRADING OPERATIONS AND BE MAINTAINED UNTIL ALL AREAS ALTERED ON THE SITE HAVE BEEN RESTORED.
- ALL CONSTRUCTION ENTRANCES SHALL BE SURFACED WITH CRUSHED ROCK ACROSS FULL WIDTH FROM ENTRANCE POINT TO 50 FEET INTO CONSTRUCTION ZONE.
- CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD SUFFICIENT TOPSOIL TO PROVIDE MINIMUM 4" DEPTH (COMPACTED) TO ALL AREAS DISTURBED, TO BE SODED OR SEEDDED.
- CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTER SHALL BE SUMPED 0.15 FEET. RIM ELEVATIONS SHOWN REFLECT SUMPED ELEVATIONS.
- ALL ROOF DRAIN LOCATIONS TO BE VERIFIED WITH MECHANICAL.
- ENGINEER TO BE NOTIFIED OF HIGH OR PERCHED GROUND WATER CONDITIONS.
- HEAVY DUTY FENCE TO BE INSTALLED ON SLOPES OF 3:1 OR STEEPER AND NEAR AREAS WHERE MATERIAL IS TO BE STOCK PILED, UNLESS NOTED OTHERWISE.
- RE-STABILIZATION OF SLOPES MUST OCCUR WITHIN 48 HOURS OF FINAL GRADE.
- MINIMIZE SOIL COMPACTION THROUGHOUT SITE AS DIRECTED BY SOILS ENGINEER.
- ALL SILT FENCE TO BE ORANGE IN COLOR.
- SEE MECHANICAL DRAWINGS FOR STORM SEWER SERVICE DETAIL.
- CMP TO BE 10 GAUGE ALUMINIZED TYPE 2



**DSA**  
 Design & Survey Associates, Inc.  
 355 North State Center Blvd  
 Minneapolis, MN 55401  
 Phone: (612) 332-5421 Fax: (612) 332-5162

Developer:  
**JONES LANG LASALLE**

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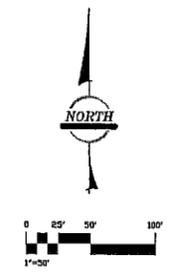
**ROSEDALE CENTER**  
 Roseville, Minnesota

No.	Description	Date
1	Concept F	03-31-05

Sheet Name:	
033002	GRADING PLAN
03/08/05	Issue Date:

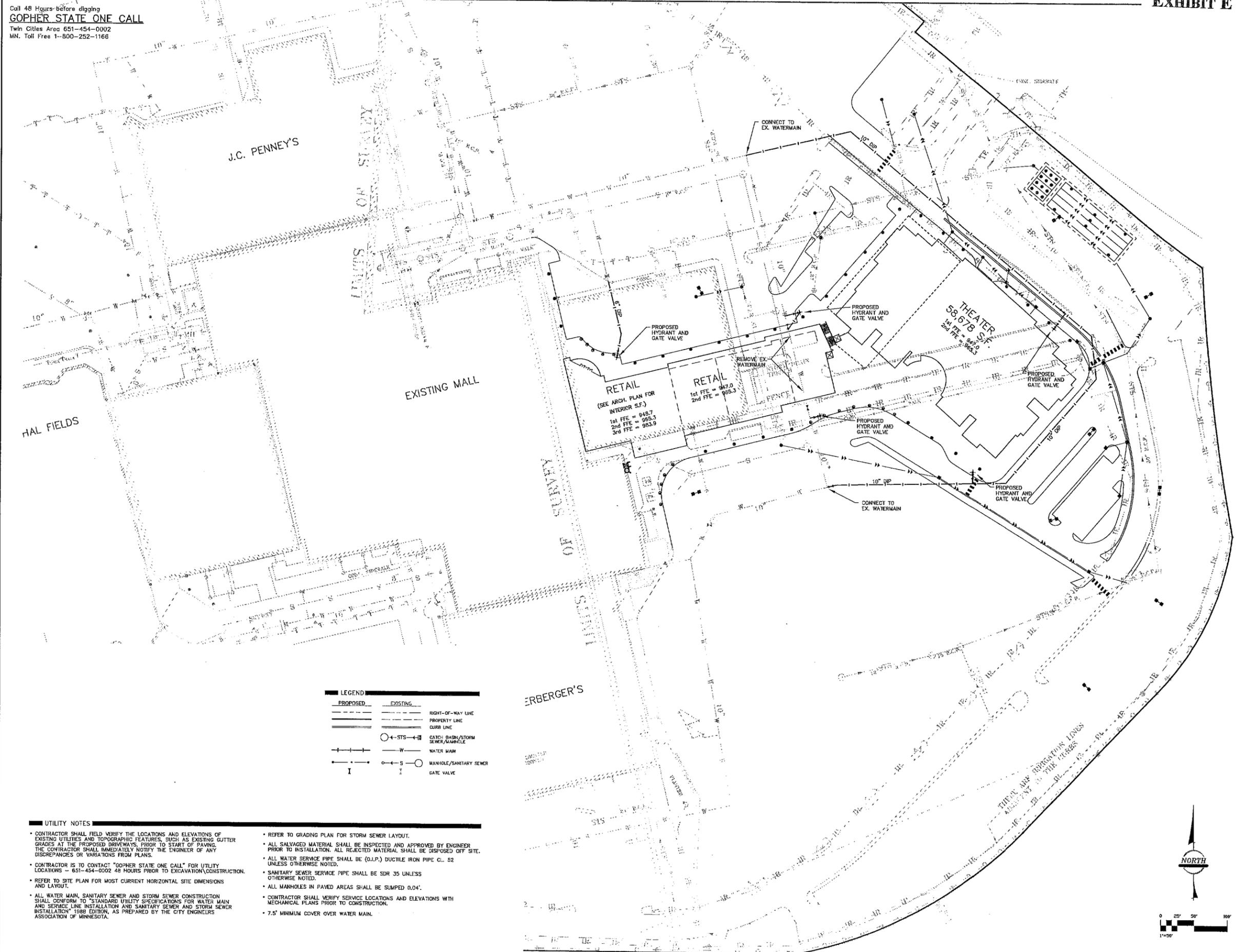
Drawn by: WTS  
 Checked by: DJA

**PARSONS**  
 111 Third Avenue South, Suite 350 • Minneapolis, Minnesota 55401 USA  
 Phone: (612)332-5421 • Fax: (612)332-5162



NOT ISSUED FOR CONSTRUCTION

Call 48 Hrs. before digging  
**GOPHER STATE ONE CALL**  
 Twin Cities Area 651-454-0002  
 MN. Toll Free 1-800-252-1166



**LEGEND**

PROPOSED	EXISTING	
—	—	RIGHT-OF-WAY LINE
—	—	PROPERTY LINE
—	—	CURB LINE
—	—	CATCH BASIN/STORM ZONE/MANHOLE
—	—	WATER MAIN
—	—	MANHOLE/SANITARY SEWER
—	—	GATE VALVE

- UTILITY NOTES**
- CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES, SUCH AS EXISTING GUTTER GRADES AT THE PROPOSED DRIVEWAYS, PRIOR TO START OF PAVING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLANS.
  - CONTRACTOR IS TO CONTACT "GOPHER STATE ONE CALL" FOR UTILITY LOCATIONS - 651-454-0002 48 HOURS PRIOR TO EXCAVATION/CONSTRUCTION.
  - REFER TO SITE PLAN FOR MOST CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.
  - ALL WATER MAIN, SANITARY SEWER AND STORM SEWER CONSTRUCTION SHALL CONFORM TO "STANDARD UTILITY SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" 1988 EDITION, AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
  - REFER TO GRADING PLAN FOR STORM SEWER LAYOUT.
  - ALL SALVAGED MATERIAL SHALL BE INSPECTED AND APPROVED BY ENGINEER PRIOR TO INSTALLATION. ALL REJECTED MATERIAL SHALL BE DISPOSED OFF SITE.
  - ALL WATER SERVICE PIPE SHALL BE (D.I.P.) DUCTILE IRON PIPE C. 52 UNLESS OTHERWISE NOTED.
  - SANITARY SEWER SERVICE PIPE SHALL BE SDR 35 UNLESS OTHERWISE NOTED.
  - ALL MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04'.
  - CONTRACTOR SHALL VERIFY SERVICE LOCATIONS AND ELEVATIONS WITH MECHANICAL PLANS PRIOR TO CONSTRUCTION.
  - 7.5' MINIMUM COVER OVER WATER MAIN.

**DSA**  
 Design/Construct Associates, Inc.  
 255 North Hennepin Avenue  
 Minneapolis, MN 55401  
 Phone: (612) 332-0421 • Fax: (612) 332-0188

Developer:  
**JONES LANG LASALLE**

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**ROSEDALE CENTER**  
 Roseville, Minnesota

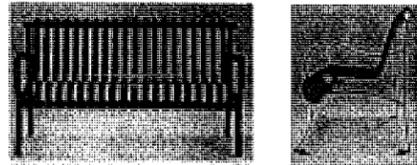
No.	Description	Date
1	Concept: F	03-31-05

UTILITY PLAN	
DSA Proj. #	033002
Issue Date	03/08/05
Sheet No.	C-4
Drawn by	WTS
Checked by	DJA

NOT ISSUED FOR CONSTRUCTION

PLANT SCHEDULE

CODE	QTY	COMMON NAME/LATIN NAME	SIZE	ROOT	REMARKS
<b>TREES / SHRUBS</b>					
<b>LARGE DECIDUOUS TREES</b>					
FA	5	AUTUMN BLAZE ASH	3"	B+B	
FN	14	FRAXINUS AMERICANA 'AUTUMN BLAZE'	3"	B+B	
TC	11	NORTHERN BLAZE ASH	3"	B+B	
		FRAXINUS AMERICANA 'NORTHERN BLAZE'	3"	B+B	
		GREENSPICE LINDEN	3"	B+B	
		TILIA CORORATA 'GREENSPICE'	3"	B+B	
<b>ORNAMENTAL TREES</b>					
MR	10	RED BARRON CRAB	1.5"	B+B	
		MALUS RED BARRON	1.5"	B+B	
<b>CONIFEROUS TREES</b>					
PG	10	BLACK HILLS SPRUCE	8"	B+B	
		PICEA BLAUCA DOUGLASSI	8"	B+B	
<b>DECIDUOUS SHRUBS</b>					
AA	109	REGENT SERVICEBERRY	#5	POT	
		AMELANCHIER ALBOVARIA 'REGENT'	#5	POT	
CS	34	ISANTIS HOGWOOD	#5	POT	
		GORNUS SERICEA 'ISANTIS'	#5	POT	
SR	59	ANTHONY WATERER SPIREA	#5	POT	
		SPERAZA BIMALDA 'ANTHONY WATERER'	#5	POT	
<b>PERENNIALS</b>					
FG	448	FESTUCA GLAUCA 'ELIA BLUE'	4"	POT	
		BLUE FESCUE	4"	POT	
EM	110	ECHINACEA PURPUREA 'MAGNUS'	4"	POT	
		MAGNUS ECHINACEA	4"	POT	
ER	110	ECHINACEA PURPUREA 'RUBYSTAR'	4"	POT	
		RUBY STAR ECHINACEA	4"	POT	
RF	110	RUNDECKIA FULGIDA 'GOLDSTURM'	4"	POT	
		BLACK EYED SUSAN	4"	POT	
SS	225	SCHIZANTHUS SCOPARIUM	4"	POT	
		LITTLE BLUESTEM	4"	POT	
<b>ANNUALS</b>					
		PORTULACA GRANDIFLORA			
		MOSS ROSE			
		SCHLIGER CANTERBURY			
		DUSTY MILLER			
		TAGETES SP.			
		WINDMILL			
		ZINNIA ELEGANS			
		ZINNIA			



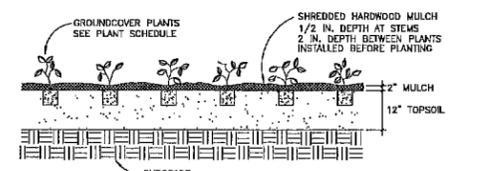
Batch, Trash and Ash Cylinder by Hines III

Cast Stone Planter by Benchmark

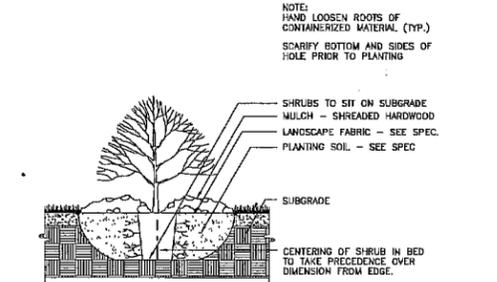
Finish with black WGBR2761-S HL Trash and Ash Cylinder with Weather Finish W03C-0243-9-8-14 HSL. Ash Cylinder W03C-0243-9-8-14 HSL. Color: Match existing of other structures and drop-off zones.

Ashes Swirls Model Number 0218, 42" diameter x 30" height. Color: French Limestone Dark Andes.

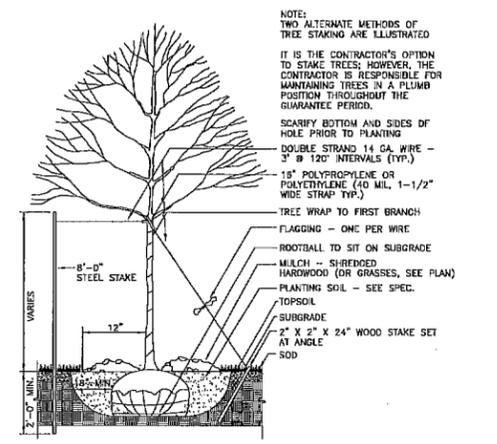
PERENNIALS



DECIDUOUS SHRUB



DECIDUOUS TREE

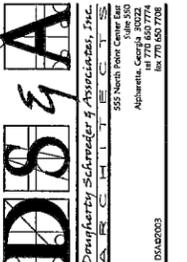
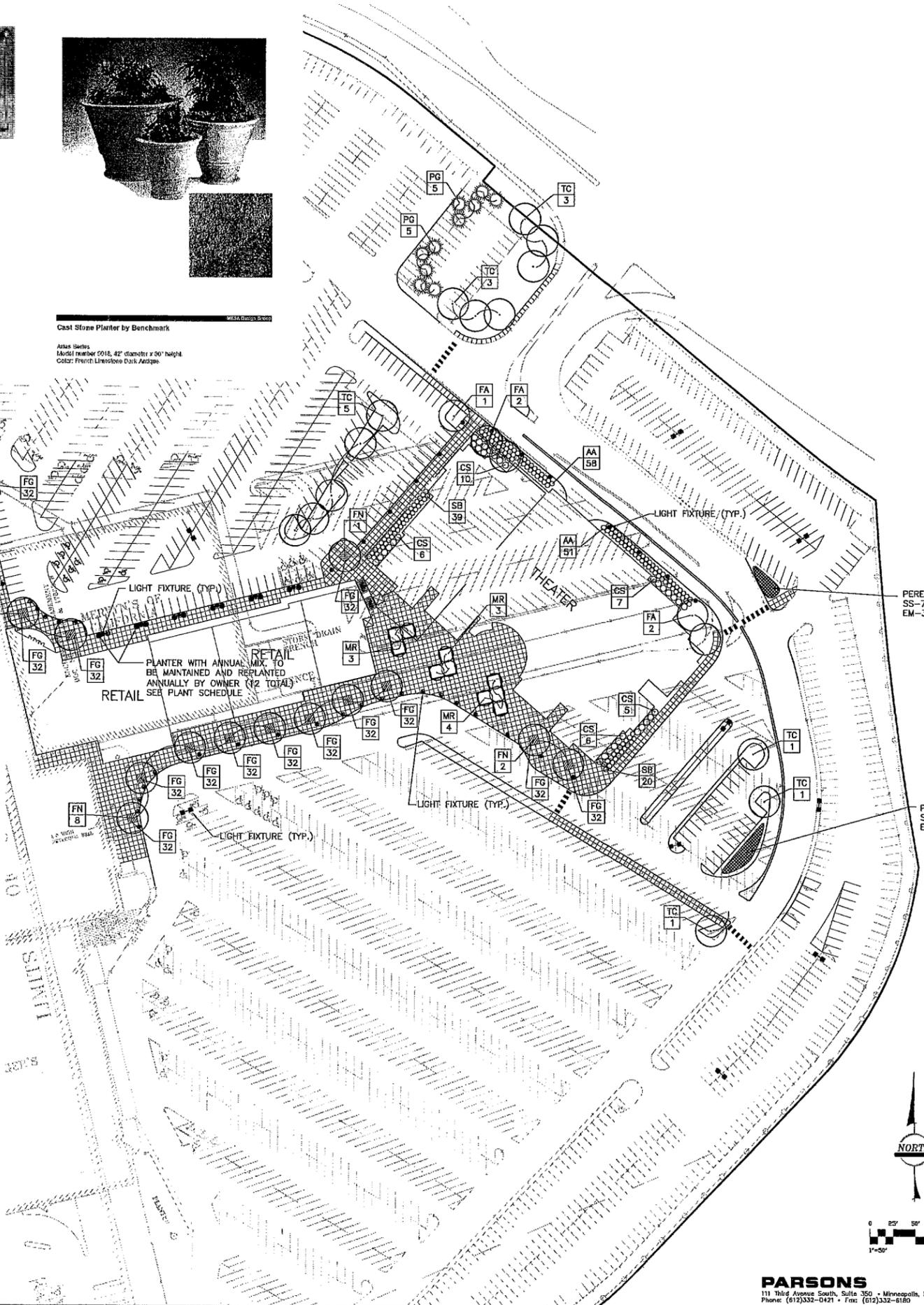


IRRIGATION NOTES

- UNLESS OTHERWISE NOTED ALL NEW SOD AND PLANTING AREAS INDICATED ON PLAN SHALL BE 100% IRRIGATED.
- VERIFY EXISTING/PROPOSED IRRIGATION SYSTEM LOCATION.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SHOP DRAWING ILLUSTRATING AN IRRIGATION PLAN AND SPECIFICATION AS PART OF THE SCOPE OF WORK. THESE DRAWINGS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

GENERAL NOTES

- LANDSCAPE CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS ON PROPERTY WITH THE GENERAL CONTRACTOR AND BY CALLING 'DIGERS HOTLINE' PRIOR TO STAKING PLANT LOCATIONS.
- COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATIONS WITH OTHER CONTRACTORS WORKING ON SITE.
- WHERE EXISTING TREES AND/OR SIGNIFICANT SHRUBS MASSINGS ARE FOUND ON SITE, WHETHER SHOWN ON THE DRAWING OR NOT, THEY SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED AND/OR ARE IN AN AREA TO BE GRADED. ANY QUESTION REGARDING WHETHER PLANT MATERIAL SHOULD REMAIN OR NOT SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
- B+B TREES AND SHRUBS ARE BALLED AND BURLAPED.
- NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND/OR ORDER.
- ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.
- CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL PROVIDE A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION.
- WARRANTY FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.
- CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE WITH ALL REPLACEMENTS TO BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.



Developer:  
**JONES LANG LASALLE**

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**ROSEDALE CENTER**  
Roseville, Minnesota

No.	Description	Date
1	Concept F	03-31-05

Sheet Name:  
**LANDSCAPE PLAN**

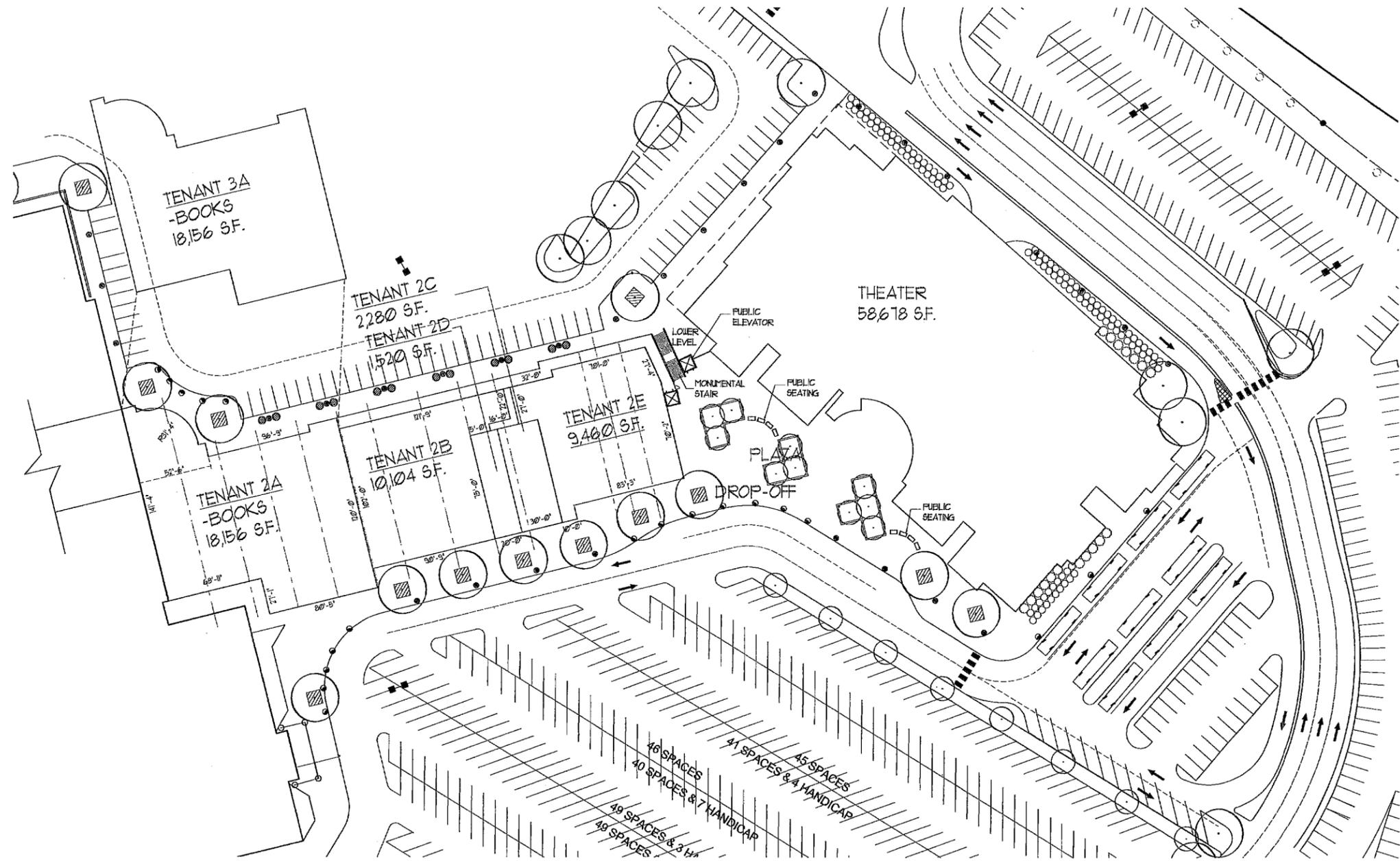
CSA Proj # 033002 Issue Date 03/08/05

Sheet No.: **C-5**

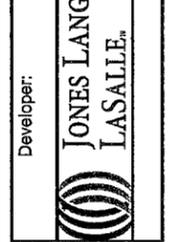
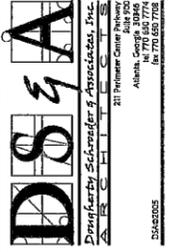
Drawn by: JLM Checked by: DJA

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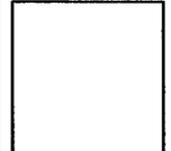


UPPER LEVEL PLAN



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**ROSEDALE CENTER**  
Roseville, Minnesota



No.	Description	Date
P.L.D. REV. DEVELOPMENT PLAN 02-25-02		

Sheet Name: PARTIAL SITE PLAN - LEVEL 2	
CSA Proj #: 033002	Issue Date:
Sheet No.:	

<b>A-2</b>	
Drawn by: XXX	Checked by: XXX

NOT BEARING FOR CONSTRUCTION







**CITY OF ROSEVILLE  
PUBLIC IMPROVEMENT CONTRACT  
ROSEDALE REDEVELOPMENT SITE**

AGREEMENT, dated June 20, 2005, is entered into between the CITY OF ROSEVILLE, a Minnesota municipal corporation, of 2660 Civic Center Drive, Roseville, Minnesota 55113 ("CITY"), and PPF RTL ROSEDALE SHOPPING CENTER, LLC, a Delaware limited liability company ("DEVELOPER").

1. **P.U.D. Approval.** The CITY has approved the Planned Unit Development in an agreement dated **May 9, 2005** (the "PUD Agreement"). The land which is the subject of this Agreement is legally described as follows:

**Lot 4, Block 1, Rosedale Center Fourth Addition**  
(Torrens Property – Certificate of Title No. 375111)

**Lot 3, Block 1, Rosedale Center Fourth Addition, except that part of overlying Lots 6 and Lot 7, Block 5, Leinen Heights Number 2**  
(Torrens Property – Certificate of Title No. 375111)

**That part of Lot 3, Block 1, Rosedale Center Fourth Addition, that overlays Lot 6 and Lot 7, Block 5, Leinen Heights Number 2**  
(Abstract Property)

2. **Conditions of Approval.**

- A. County Road B-2 road improvements: The DEVELOPER hired a traffic consultant to conduct a detailed traffic analysis based on the approximately 182,000 square foot Mervyn's replacement/ expansion, which analysis indicated that the following improvements and modifications are necessary at an estimated cost to the DEVELOPER of \$293,000:
1. EASTBOUND TH 36/ FAIRVIEW AVENUE
    - a. Optimize cycle lengths, splits and offsets
    - b. Lagging southbound left turn
  2. WESTBOUND TH 36/ FAIRVIEW RAMPS
    - a. Optimized cycle lengths, splits and offsets
    - b. Southbound through/ left set as coordinated plan
    - c. Split phase east bound & west bound
    - d. Protected only northbound and southbound left turns
    - e. Lagging southbound left turn
  3. WEST MALL ENTRANCE/ FAIRVIEW AVENUE

- a. Optimized cycle lengths, splits and offsets.
4. COUNTY ROAD B2/ FAIRVIEW AVENUE
  - a. Optimized cycle lengths, splits and offsets.
5. COUNTY ROAD B2/ WELLS FARGO/ NORTHWEST MALL ENTRANCE
  - a. Optimized cycle lengths, splits and offsets.
6. COUNTY ROAD B2/ ROSEDALE COMMONS
  - a. Optimized cycle lengths, splits and offsets.
7. COUNTY ROAD B2/ AMERICAN STREET/ NORTH MALL ENTRANCE
  - a. Optimized cycle lengths, splits and offsets.
  - b. Additional 170 foot southbound turn lane
  - c. Lengthen to 300 feet westbound left turn lane
8. COUNTY ROAD B2/ SOUTHBOUND TH 51 RAMP/ NORTHWEST MALL ENTRANCE
  - a. Optimized cycle lengths, splits and offsets.
  - b. Eastbound left turn set as coordinated phase
  - c. Add 75 feet to southbound left turn lane
  - d. Lengthen to 340 feet eastbound left turn lane
  - e. Rosedale perimeter road transition to full left turn lane, full through lane and a 400 foot right turn lane
9. COUNTY ROAD B2/ NORTHBOUND TH 51 RAMP
  - a. Optimized cycle lengths, splits and offsets.

The DEVELOPER shall complete the improvements described above at its cost.

- B. Non-vehicular transportation corridors: The DEVELOPER has agreed to grant to the CITY a Public Trailway Easement and Agreement over a 5.00 strip of land adjoining County Road B-2, as described in the PUD Agreement. In addition, private pathways and sidewalks shall be incorporated throughout the site as shown in the plans attached to the PUD Agreement. The cost for all work related to the private pathways and sidewalks will be the responsibility of the DEVELOPER. Snow removal on all facilities shall be the responsibility of the DEVELOPER. The CITY shall be responsible for long term maintenance and replacement of all public facilities.
  - C. Erosion control measures shall be constructed in accordance with City and Rice Creek Watershed District requirements including Ramsey County Soil and Water Conservation District Best Management Practices.
  - D. Hazardous materials clean up as necessary, shall be completed according to acceptable MnPCA standards.
3. **Development Plans.** The Amended PUD improvements shall be undertaken in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plan A, the plans may be prepared, subject to CITY approval, after

entering the Contract, but before commencement of any work authorized by the PUD. If the plans vary from the written terms of this Contract, the written terms herein shall control. The CITY shall approve in writing all the referenced plans. The plans are:

- Plan A – Site Plan
- Plan B – Erosion Control Plan and Schedule
- Plan C – Plans and Specifications for Public Improvements
- Plan D – Grading Plan (w/ building Locations and Elevations)

4. **Improvements.** The DEVELOPER shall install or cause to be installed and pay for the following:

A. Public Streets- The public improvements described in Section 2 above.

The improvements shall be installed in accordance with CITY standards, ordinances and plans and specifications which have been prepared by a competent registered professional engineer furnished to the CITY and approved by the City Engineer, Ramsey County and MNDOT. The DEVELOPER shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and other agencies before proceeding with construction. The DEVELOPER shall provide field inspection to ensure an acceptable level of quality control to the extent that the DEVELOPER's engineer will be able to certify that the construction work meets the approved CITY standards as a condition of CITY acceptance. The DEVELOPER or engineer shall schedule a preconstruction meeting at a mutually agreeable time at the City Council chambers with all the parties concerned, including city staff, to review the program for the construction work. Within thirty (30) days after the completion of the improvements and before the security is released, the DEVELOPER shall supply the CITY with a complete set of reproducible "Record Plan" drawings.

5. **Security.** To guarantee compliance with the terms of this Agreement, payment of the costs of all improvements described herein and construction of all described improvements, the DEVELOPER shall furnish a letter of credit for \$366,250 in a form to be approved by the CITY. The amount of the letter of credit shall cover the public improvements described in Section 2 above.

6. **Time of Performance.** The DEVELOPER shall install all required improvements enumerated herein by November 1, 2006. The DEVELOPER may, however, forward a request for an extension of time to the CITY. If an extension is granted, it shall be conditioned upon updating the security posted by the DEVELOPER to reflect cost increases and the extended completion date.

7. **Grading Plan/Site Grading.** The DEVELOPER shall submit to the CITY a site grading and drainage plan acceptable to the CITY showing the grades and drainage for the project prior to installation of the improvements. Site grading shall be completed by the

DEVELOPER at its cost and approved by the City Engineer. DEVELOPER shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as- constructed survey) of the development to the CITY after site grading, with grades included. All improvements and the final grading shall comply with the grading plan as submitted and shall be the responsibility of the DEVELOPER.

All spoil piles shall be kept completely off city right-of-way and shall be completely surrounded with an approved erosion control silt fence. The CITY also requires that approved erosion control fencing be installed around the perimeter of the site at the time of building permit issuance and remain in place until vegetation on the lot is established where pertinent.

8. **License.** The DEVELOPER hereby grants the CITY, its agents, employees, officers and contractors a license to enter the project to perform all work and inspections deemed appropriate by the CITY during the installation of public improvements. The license shall expire after the project has been completed.
9. **Erosion Control.** Prior to site grading, and before any utility construction is commenced or building permits are issued, the erosion control plan, Plan B; shall be implemented, inspected and approved by the CITY. All unimproved areas disturbed by the excavation and backfilling operations shall be reseeded within 72 hours after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. Sod is required on all slopes greater than ten percent (10%) gradients or as directed by the City Engineer. All seeded areas shall be mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the development does not comply with the erosion control plan and schedule or supplementary instructions received from the CITY, the CITY may take such action as it deems appropriate to control erosion, including those provisions listed in paragraph 10. The CITY will endeavor to notify the DEVELOPER in advance of any proposed action, but failure of the CITY to do so will not affect the DEVELOPER's or CITY's rights or obligations hereunder. If the DEVELOPER does not reimburse the CITY for any cost the CITY incurred for such work within thirty (30) days, the CITY may draw down the letter of credit to pay any costs. No development will be allowed and no building permits will be issued unless the project is in full compliance with the erosion control requirements.
10. **Clean up.** The DEVELOPER shall periodically and promptly clean dirt and debris from streets that has resulted from construction work by the DEVELOPER, its agents or assigns. The CITY will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After the DEVELOPER has received 24-hour verbal notice, the CITY will complete or contract to complete the clean-up at the DEVELOPER's expense, as per the conditions under Paragraph 12.

- 11. Ownership of Improvements.** Upon completion and CITY acceptance of the work and construction required by this Contract, all improvements lying within public rights-of-way and easements shall become CITY property without further notice or action.
- 12. Maintenance Agreement.** Intentionally Deleted.
- 13. Warranty.** The DEVELOPER warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY.
- 14. Responsibility for Costs.**
- A.** Except as otherwise specified herein, the DEVELOPER shall pay all costs incurred by it or the CITY in conjunction with the development of the project including, but not limited to, Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the improvements described in this Contract, the preparation of this Contract, and all costs and expenses incurred by the CITY in monitoring and inspecting development of the plat, and the enforcement of this Contract.
  - B.** The DEVELOPER shall hold the CITY and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the public improvements. The DEVELOPER shall indemnify the CITY and its officers and employees for all costs, damages or expenses which the CITY may pay or incur in consequence of such claims, including attorney's fees.
  - C.** The DEVELOPER shall pay, or cause to be paid when due, and in any event before any penalty is attached, all charges referred to in this Contract. This is a personal obligation of the DEVELOPER and shall continue in full force and effect even if the DEVELOPER sells the property described in Section 1 or any part thereof.
  - D.** The DEVELOPER shall pay in full all reasonable and appropriate bills submitted to it by the CITY for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the CITY may halt plat development work and construction including, but not limited to, the issuance of building permits for lots which the DEVELOPER may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of nine percent (9%) per year.
  - E.** In addition to the charges referred to herein, other applicable charges may be imposed such as, but not limited to, sewer availability charges ("SAC"), CITY water connection charges, CITY sewer connection charges, CITY storm water connection charges and building permit fees.

**15. DEVELOPER's Default.** In the event of default by the DEVELOPER as to any of the work to be performed by it hereunder, the CITY may, at its option, perform the work and the DEVELOPER shall promptly reimburse the CITY for any expense incurred by the CITY, including personnel and attorney's fees, provided the DEVELOPER is first given notice of the work in default, not less than 48 hours in advance. This Contract is a license for the CITY to act, and it shall not be necessary for the CITY to seek a court order for permission to enter the land. When the CITY does any such work, the CITY may, in addition to its other remedies, assess the cost in whole or in part.

**16. Miscellaneous.**

- A. The DEVELOPER represents to the CITY that, to its knowledge, the installation of the public improvements contemplated by this Contract complies with all CITY, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the CITY determines that the installation of the public improvements does not comply, the CITY may, at its option, refuse to allow construction or development work in the public right-of-way until the DEVELOPER does comply. Upon the CITY's demand, the DEVELOPER shall cease work until there is compliance.
- B. Third parties shall have no recourse against the CITY under this Contract.
- C. Breach of the terms of this Contract by the DEVELOPER shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Contract.
- E. If building permits are issued prior to the completion and acceptance of public improvements, the DEVELOPER assumes all liability and costs resulting in delays in completion of public improvements caused by the CITY, DEVELOPER, its contractors, subcontractors, materialmen, employees, agents or third parties. No occupancy permit shall be issued until public improvements in Section 2 are in and approved by the CITY.
- F. The action or inaction of the CITY shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The CITY's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- G. This Contract shall be binding upon and inure to the benefit of the CITY and the DEVELOPER and their successors and assigns.

- H. Each right, power or remedy herein conferred upon the CITY is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the CITY, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the CITY and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- I. The DEVELOPER may not assign this Contract without the written permission of the City Council.

**17. Notices.** Required notices to the DEVELOPER shall be in writing, and shall be either hand delivered to the DEVELOPER, its employees or agents, or mailed to the DEVELOPER by registered mail at the following address:

PPF RTL Rosedale Shopping Center, LLC  
c/o Morgan Stanley Real Estate Advisors, Inc.  
Suite 800  
3424 Peachtree Road NE  
Atlanta, GA 30326  
Attention: Asset Manager

Notices to the CITY shall be either hand delivered or mailed to the CITY by registered mail in care of the City Engineer at the following address:

City of Roseville  
Attn: City Engineer  
2660 Civic Center Drive  
Roseville, MN 55113

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**CITY OF ROSEVILLE**

By: Craig Klausning  
Craig Klausning, Mayor

By: Neal J. Beets  
Neal J. Beets, City Manager

**PPF RTL ROSEDALE SHOPPING  
CENTER, LLC**

By: PPF Retail, LLC, its sole member

By: PPF OP, LP, its sole member

By: PPF OPGP, LLC, its General Partner

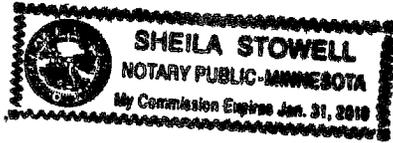
By: Prime Property Fund, LLC its sole  
member

By: Morgan Stanley Real Estate Advisor,  
Inc., its Manager

By: [Signature]  
Its: Executive Director  
DEVELOPER

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF Ramsey )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2005, by Craig Klausung, Mayor, and Neal J. Beets, City Manager, of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.



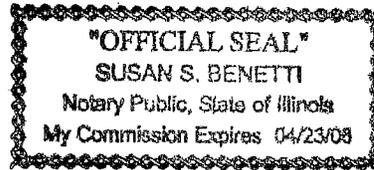
*Sheila Stowell*

Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The foregoing was acknowledged before me on Dec. 19<sup>th</sup>, 2005, by John C. Schoser, the Executive Director of Morgan Stanley Real Estate Advisor, Inc., the Manager of Prime Property Fund, LLC, the sole member of PPF OPGP, LLC, the General Partner of PPF OP, LP, the sole member of PPF Retail, LLC, the sole member of PPF RTL ROSEDALE SHOPPING CENTER, LLC, a Delaware limited liability company, on behalf of the limited liability company.

*Susan S. Benetti*  
Notary Public



DevCon\_rosedale.doc

# Snow Melting Plan

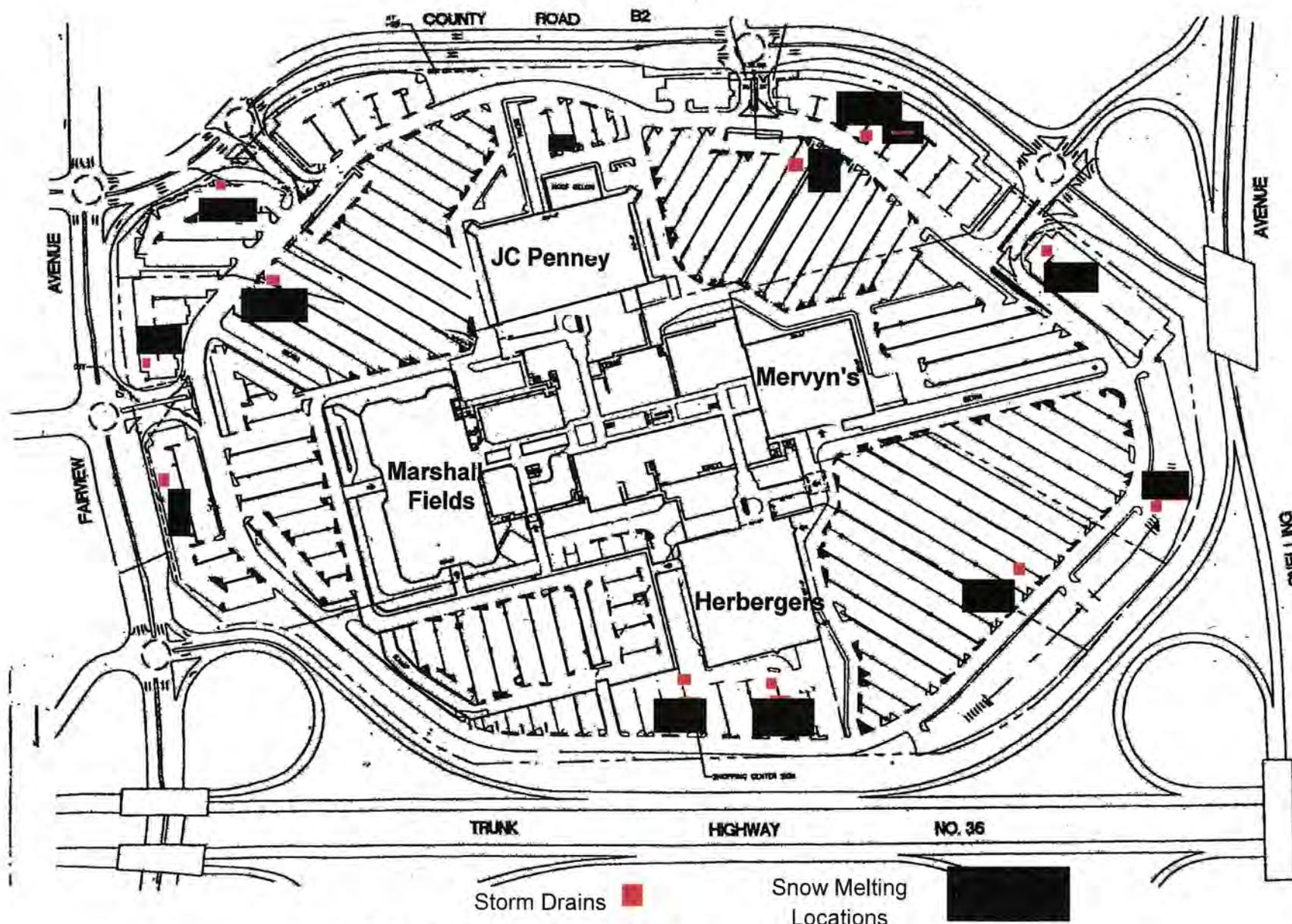


EXHIBIT K - JUNE 15, 2005

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## MEMORANDUM

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**TO:** WILLIAM MALINEN, CITY MANAGER  
MAYOR KLAUSING & CITY COUNCIL

**FROM:** THOMAS PASCHKE, CITY PLANNER

**SUBJECT:** *AMC THEATER ADDITION*

**DATE:** MARCH 15, 2007

On May 9, 2005, the Roseville City Council approved the Rosedale PLANNED UNIT DEVELOPMENT allowing construction of The Plaza, a 182,000 sq. ft. three story addition that included 124,000 sq. ft. of general retail space and a 59,000 sq. ft., 14-screen AMC movie theater, which replaced the former three story 170,000 sq. ft. east wing anchor department store (formerly known as Mervyn's).

On October 15, 2005 the Community Development Department approved/issued the footing and foundation permit for The Plaza, which permit included the AMC Theater. On June 6, 2006, the Community Development Department issued the full building permit for the AMC Theater.

During the time frame of December 2006 through February 2007, AMC experienced patron complaints regarding the outdoor ticket counter design, and during one of the cold spells, AMC sought and received permission to install a temporary enclosure to protect patrons from the winter elements. A condition placed by the Community Development Department on the temporary permit was for AMC to seek/design a permanent solution. Recently, the Planning Division received a proposal by AMC to construct an addition that would enclose the ticket counter.

Section 5 of the ROSEDALE PLANNED UNIT DEVELOPMENT states: **Minor departures from the approved final development plans, which are consistent with this AGREEMENT and the underlying Shopping Center District zone and/or the Rosedale Shopping Center PUD amendment may be approved by the CITY's Development Review Committee and the Community Development Director or designee, as provided in the Roseville City Code (Section 1008). Substantial departures from the approved final development plans will require an amendment to the Planned Unit Development in accordance with Sections 1006, 1008, 1010, 1012 and 1015 of the Roseville City Code. Where not superseded by more restrictive requirements of this PUD, the standards of the underlying zones shall apply, as stated in Chapter 1006 of the Roseville City Code. Whether an issue is "minor" or "significant" shall be determined by the CITY as defined in Section 1008.09 of the City Code.**

§1008.07A (Revisions and/or Change - Minor Change in Location, Placement and Height) states: Minor changes in location, placement and height of structures may be authorized by the Development Review Committee if required by engineering or other circumstances not foreseen at the time the final plan was approved and filed with the Zoning Administrator.

§1008.07B (Revisions and/or Change – Significant Changes in Use, Location, Size and Height) states: Changes in use, significant changes in location, size, or height, any rearrangement of lots, blocks, and building tracts, changes in provision of common open spaces, and all other changes to the approved final development plan may be made only after a public hearing conducted by the Planning Commission. Upon determination by the Development Review Committee that a major change has been proposed, the applicant shall apply for an amended PUD.

§1008.09B1 (Control of PUD Following Completion – Changes after Issuance of Certificate of Occupancy) states: Any extension, alteration or modification of proposed or existing buildings or structures may be authorized by the Development Review Committee if they are consistent with the purpose and intent of the final plans. No change authorized by this section may increase the cube of any building or structure, the number of required access points, or parking spaces by more than 10%.

The Planning Division has reviewed the recent submittal and concluded the following:

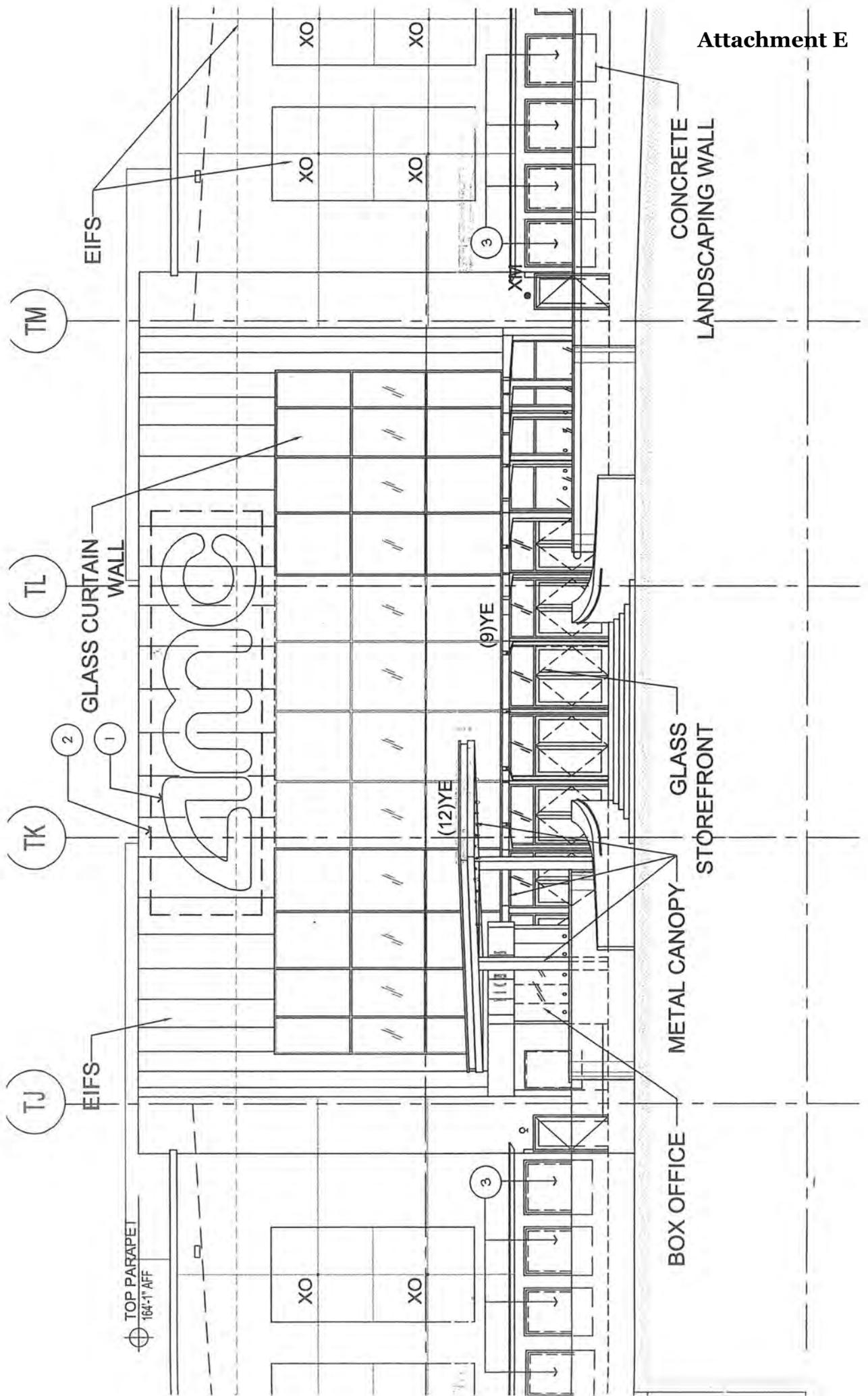
- Both the approved PUD and the City Code offer more than one option when considering what type of improvement is being sought. The City Planner has determined that §1008.09B1 (Control of PUD Following Completion – Changes after Issuance of Certificate of Occupancy) is the most appropriate/applicable to the situation at AMC Theater.
- The City Planner has determined that the threshold of §1008.09B1 has not been met or exceeded. The massing of the addition – its length and height is exactly the same as the existing structure. The difference is an outward curve versus the existing inward curve. Specifically, the proposed ticket counter extension, alteration and/or modification does not increase the cube of The Plaza by more than 10%. The City Planner has estimated the theater addition to be 109,940 cubic feet while The Plaza is estimated at 8,210,134 cubic feet, which creates an addition of .013%.
- The proposed extension, alteration, and/or modification has a footprint of 2,390 sq. ft. or .013% of the approved overall Plaza development under the PUD (182,000 sq. ft.).
- The approved PUD provided flexibility in design and did not specifically support/approve a design or elevation. The Development Review Committee previously approved a similar request for Granite City and its “minor” exterior change from the approved language and general elevation rendering.

- Staff previously did recommend that a vestibule be incorporated into the design of the AMC project, which design feature would most likely have extended the entry outward from the current location.

The City Planner seeks City Council concurrence in the determination that the proposed addition by AMC Theater to enclose the ticket counter is a “minor” alteration under the approved PUD and Roseville City Code, which determination will allow the City Staff to review and approve a building permit.



Existing

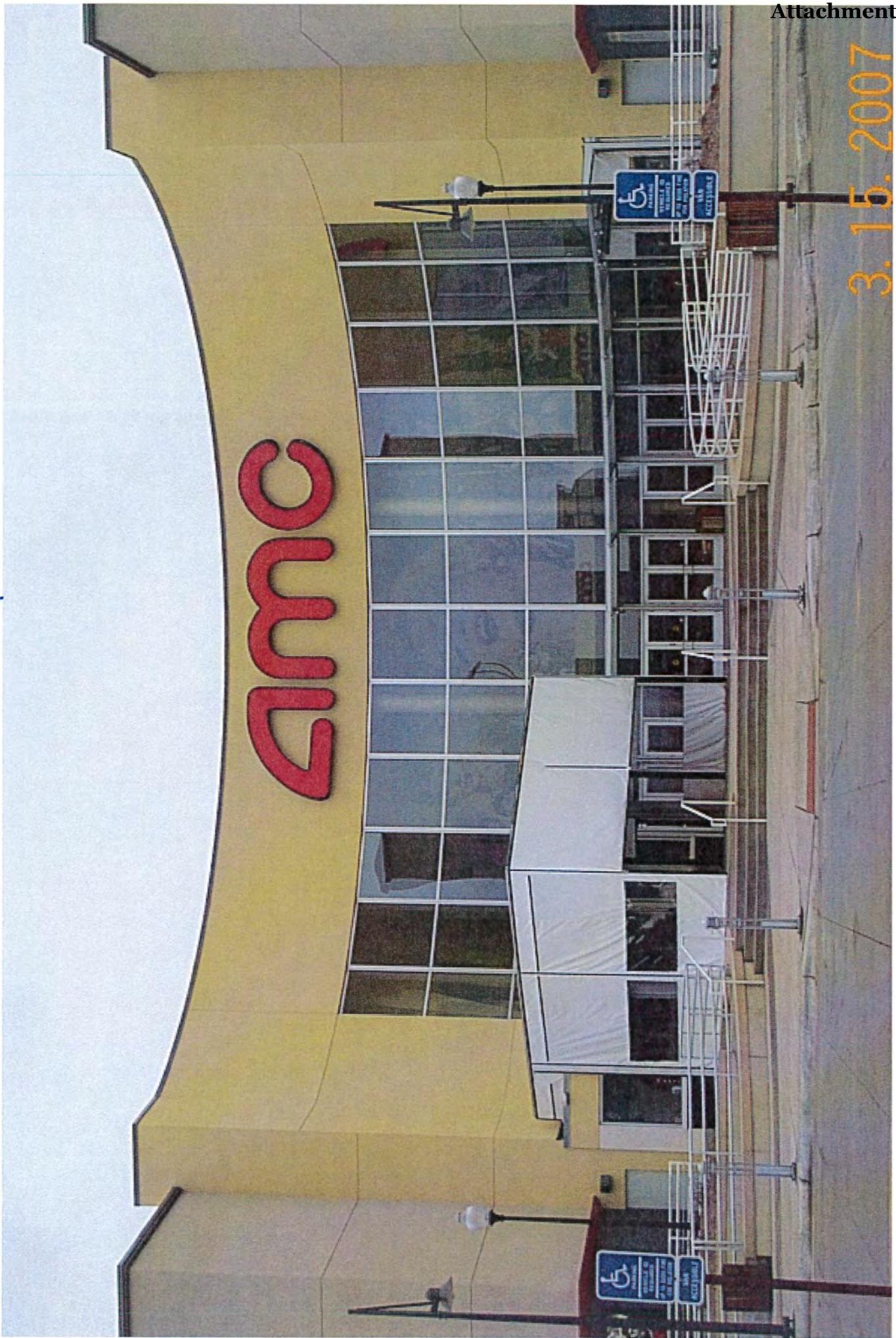


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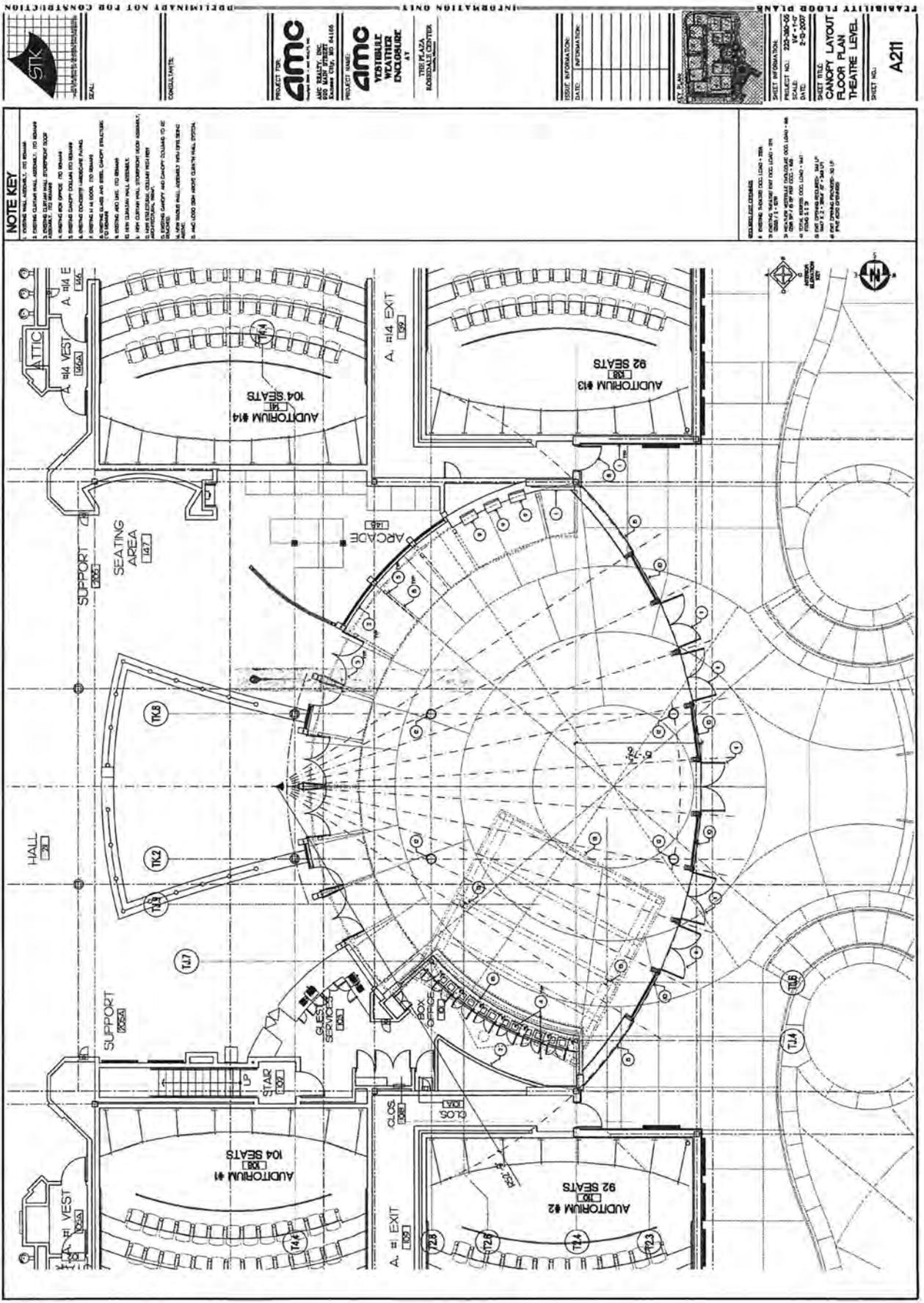


EXISTING

3.15.2007



*Proposed*



**NOTE KEY**

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**PROJECT FOR**  
**amc**  
 AMC REALTY, INC.  
 1000 EAST 10TH AVENUE, SUITE 1100  
 DENVER, CO 80202

**PROJECT NAME:**  
**amc**  
 VESTIBULE  
 WEATHER  
 ENCLOSURE  
 AT  
 THE PLAZA  
 EAST DENVER

**DATE:** 10/11/11  
**DATE:** 10/11/11  
**DATE:** 10/11/11

**PROJECT NO.:** 222-300-05  
**PROJECT NO.:** 222-300-05  
**PROJECT NO.:** 222-300-05

**SHEET TITLE:**  
 CANOPY LAYOUT  
 FLOOR PLAN  
 THEATRE LEVEL

**SHEET NO.:** A211

PRELIMINARY NOT FOR CONSTRUCTION

CONSULTANTS:

PROJECT FOR: **amo**  
 145 WEST 14TH STREET  
 MANHATTAN, NY 10011

PROJECT NAME: **amo**  
**WESTBANK**  
**VEATCHER**  
**ENCLOSURE**  
 AT  
 THE PLAZA  
 RONDALLI CENTER

DATE: 11/11/07  
 INFORMATION: 20-11-07 CONSULTOR USE

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

PROJECT NO.: 200-2007-04

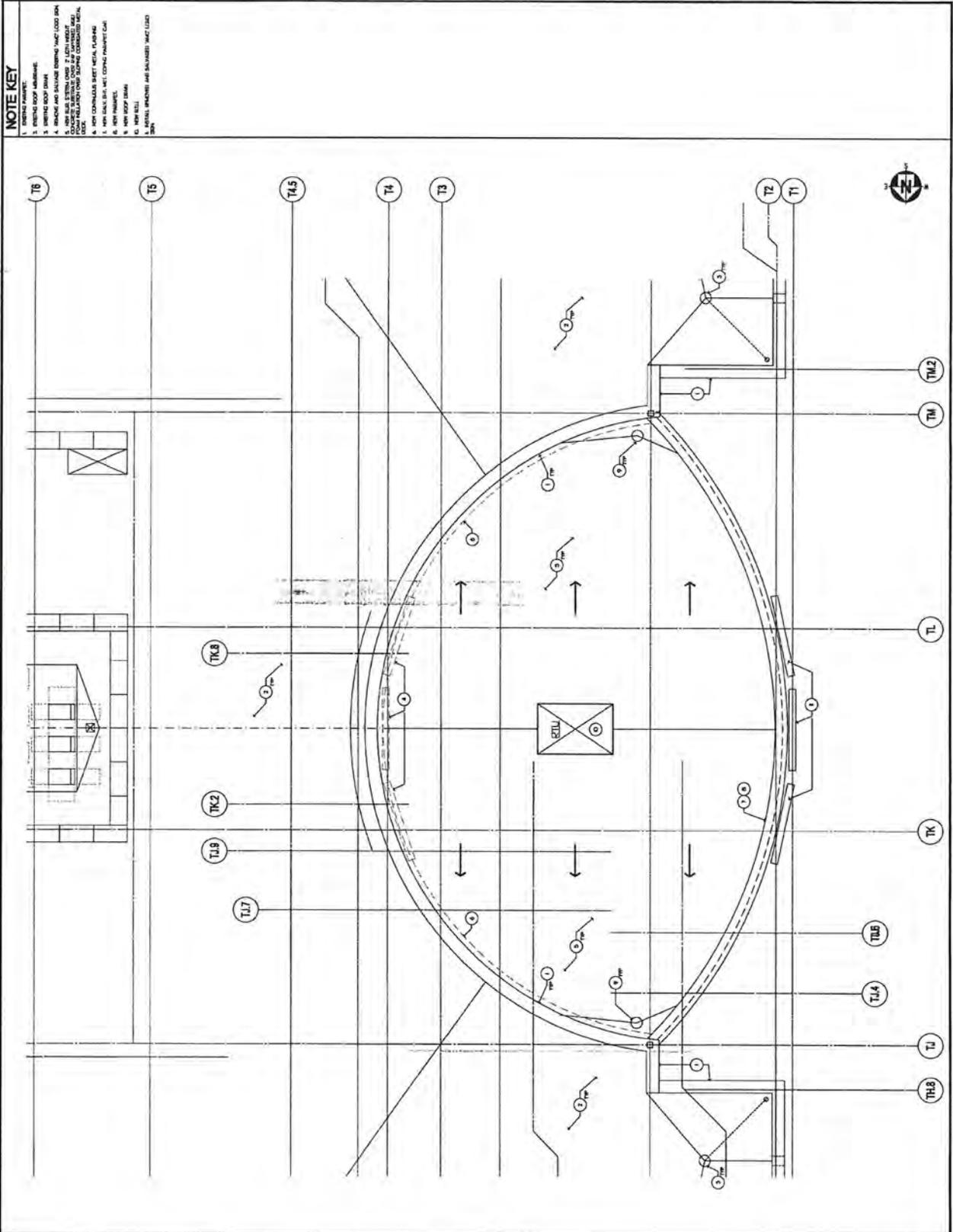
DATE: 2-10-2007

SHEET TITLE: **CANOPY ROOF PLAN**

SHEET NO.: **A411**

FLATABILITY FLOOR PLAN

INFORMATION ONLY  
 PRELIMINARY NOT FOR CONSTRUCTION

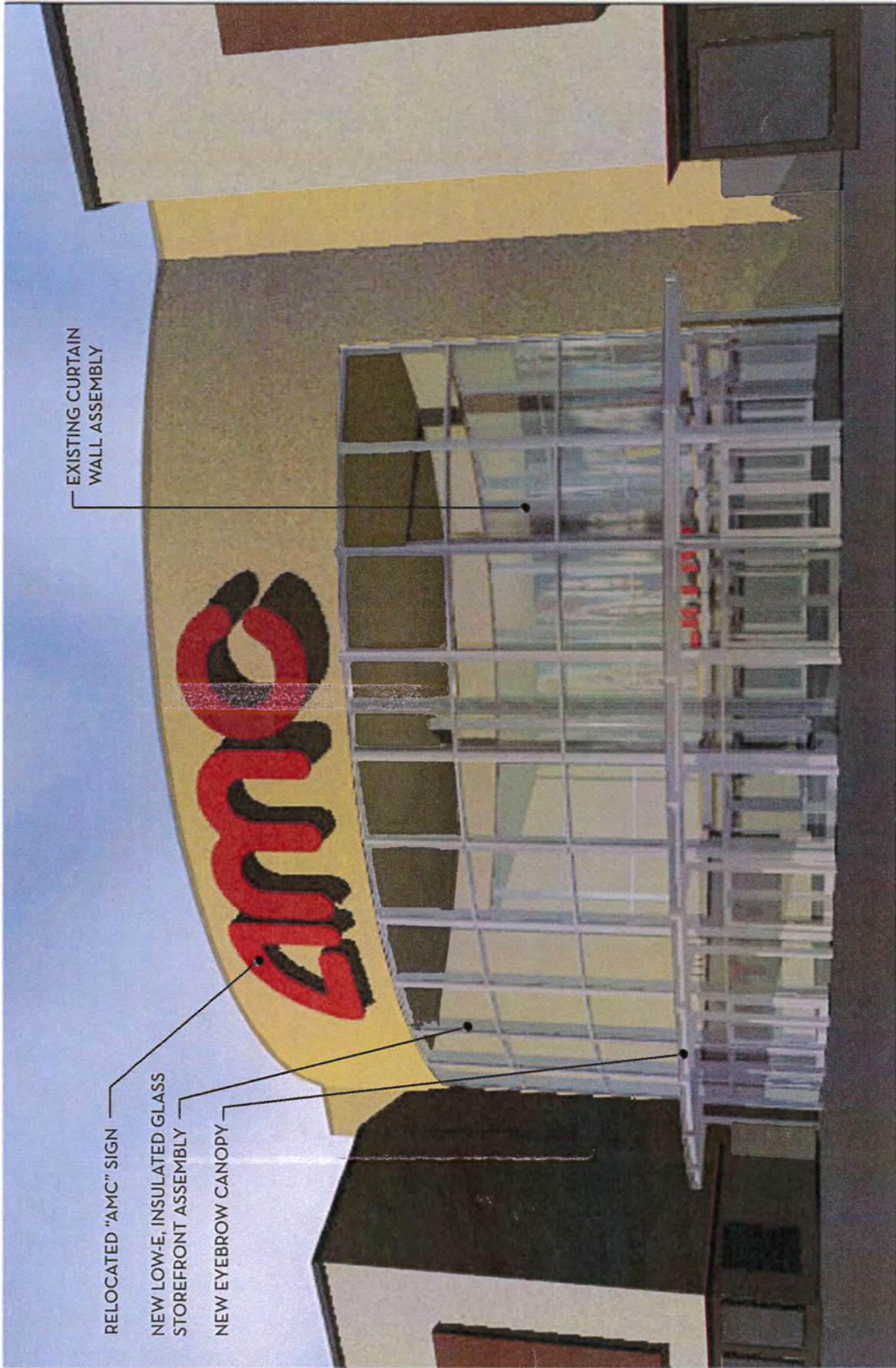


NOTE KEY

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Proposed

*Proposed*



EXISTING CURTAIN WALL ASSEMBLY

RELOCATED "AMC" SIGN

NEW LOW-E, INSULATED GLASS STOREFRONT ASSEMBLY

NEW EYEBROW CANOPY

OVERALL ENTRY VESTIBULE PERSPECTIVE

**AMC - ROSEDALE**  
STOREFRONT VESTIBULE STUDY

**STK**  
FEBRUARY 19, 2007

*Proposed*



STOREFRONT CLOSE-UP

**AMC - ROSEDALE**  
STOREFRONT VESTIBULE STUDY

**STK**  
FEBRUARY 19, 2007

*Proposed*

RE-PAINT EXISTING GOLD WALL TO A NEUTRAL COLOR.

NEW CEILING TRIM  
NEW BLACK CEILING TILE

EXISTING CANOPY, TO REMAIN.  
NEW 4' HIGH "AMC" SIGN



INSIDE OF VESTIBULE

**AMC - ROSEDALE**  
STOREFRONT VESTIBULE STUDY

**STK**  
FEBRUARY 19, 2007

Division Approval



Agenda Section  
**PUBLIC HEARINGS**

Item Description: Request for approval of a preliminary plat at 2201 Acorn Road (PF15-010)

**APPLICATION INFORMATION**

Applicant: Arthur Mueller

Property Owner: Arthur Mueller

Open House Meeting: held on July 10, 2015

Application Submission: received and considered complete on July 27, 2015

City Action Deadline: September 25, 2015, City Code §1102.01E

**GENERAL SITE INFORMATION**

	Existing Land Use	Guiding	Zoning
<b>Site</b>	One-family residential, detached	LR	LDR-1
<b>North</b>	One-family residential, detached	LR	LDR-1
<b>West</b>	One-family residential, detached	LR	LDR-1
<b>East</b>	One-family residential, detached	LR	LDR-1
<b>South</b>	One-family residential, detached	LR	LDR-1

1 Natural Characteristics: The site includes many trees and existing drainage issues on nearby  
2 parcels.

3 Planning File History: **PF3766:** (2006) denial of 4-lot PUD with a private street based on  
4 concerns over parking, emergency access, and other complications  
5 related to 26-foot street width, loss of trees and open space, drainage,  
6 and compatibility with neighborhood

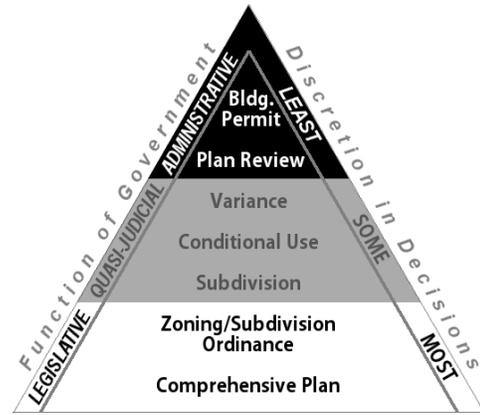
7 **PF3791:** (2007) approval of 4-lot preliminary plat with a 26-foot  
8 public street

9 **PF07-039:** (2007) approval of the final plat, with a 28-foot public  
10 street—final plat was not filed because legal delays led to financing  
11 difficulties

12 (2014) denial of 4-lot preliminary plat with a 26-foot wide  
13 private street based on concerns over drainage, loss of trees, and  
14 inadequate parking available on the proposed street and Acorn Road  
15 due to substandard widths

**LEVEL OF CITY DISCRETION IN DECISION-MAKING**

Action taken on a plat request is **quasi-judicial**; the City’s role is to determine the facts associated with the request, and weigh those facts against the legal standards contained in State Statute and City Code.



16 **PROPOSAL**

17 Mr. Mueller proposes to demolish the existing home and  
18 plat the property into four lots for development of one-  
19 family, detached homes served by a private street. The  
20 proposed preliminary plat documentation is included  
21 with this report as Attachment C.

22 When exercising the so-called “quasi-judicial” authority on a plat request, the role of the City is  
23 to determine the facts associated with a particular request and apply those facts to the legal  
24 standards contained in the ordinance and relevant state law. In general, if the facts indicate the  
25 application meets the relevant legal standards and will not compromise the public health, safety  
26 and general welfare, then the applicant is likely entitled to the approval. The City is, however,  
27 able to add conditions to a plat approval to ensure that the likely impacts to parks, schools, roads,  
28 storm sewers, and other public infrastructure on and around the subject property are adequately  
29 addressed. Subdivisions may also be modified to promote the public health, safety, and general  
30 welfare, and to provide for the orderly, economic, and safe development of land, and to promote  
31 housing affordability for all levels.

32 An applicant seeking approval of a plat of this size is required to hold an open house meeting to  
33 inform the surrounding property owners and other interested individuals of the proposal, to  
34 answer questions, and to solicit feedback. The open house for this application was held on July  
35 10, 2015; the list of attendees and a short summary of their comments is included with this  
36 RPCA as Attachment D.

37 **PRELIMINARY PLAT ANALYSIS**

38 As a preliminary plat of a residential subdivision, the proposal is subject to the minimum lot  
39 sizes and roadway design standards of the subdivision code, established in Chapter 1103 (Design  
40 Standards) of the City Code. The applicable standards are reviewed below.

41 **City Code §1103.02 (Streets):** Since the proposed street is to be a private street, requirements  
42 for public rights-of-way do not apply. And while the Subdivision Code allows for private streets  
43 at the discretion of the City Council, design of the must conform to Minimum Roadway  
44 Standards unless an alternative design is specifically approved. The Planning Commission could  
45 provide a recommendation to the City Council on this issue.

46 **§1103.021 (Minimum Roadway Standards):** The proposed street is shown as 32 feet in width,  
47 which conforms to the standard width requirement and allows for parking on both sides of the  
48 street, although it is not represented as having a curb. The proposed street is 195 feet in length at  
49 its longest; since the street is less than 200 feet in length, it is not required to include a cul-de-  
50 sac, although not having a turn-around will make delivery services and trash/recycling service  
51 more difficult or require the homeowners to bring their bins to Acorn Road.

52 **City Code §1103.04 (Easements):** Drainage and utility easements 12 feet in width, centered on  
53 side and rear property lines, are required where necessary. The proposed plat meets and exceeds  
54 this requirement.

55 **City Code §1103.06 (Lot Standards):** All lots for single-family detached dwellings must be at  
56 least 85 feet wide, 110 feet deep, and comprise at least 11,000 square feet in area, except that  
57 corner lots must be a minimum of 100 feet in width and depth and have at least 12,500 square  
58 feet in area. All of the proposed lots exceed these requirements even if the easement surrounding  
59 the proposed street is excluded from the parcels as though the easement area was equivalent to  
60 dedicating right-of-way.

61 Roseville's Public Works Department staff have been working with the applicant to address the  
62 requirements related to grading and drainage, street design, and the private utilities that will be  
63 necessary to serve the new lots. Even if these plans are not discussed in detail at the public  
64 hearing, actions by the Planning Commission and the City Council typically include conditions  
65 that such plans must ultimately meet the approval of Public Works staff.

66 City Code specifies that an approved tree preservation plan is a necessary prerequisite for  
67 approval of a preliminary plat. Preliminary review of the plan indicates the expected removal of  
68 266 caliper inches of significant trees more than the code allows without replacement, and 64  
69 caliper inches of heritage trees more than the code allows without replacement; this would  
70 require planting approximately 87 replacement trees. Mark Rehder, the certified arborist  
71 consulting with the Community Development Department will continue to review the plan for  
72 continued accuracy as development plans are finalized, monitor tree removal and protection  
73 efforts during construction, and verify proper planting of replacement trees after construction.

74 At its meeting of June 4, 2013 Roseville's Parks and Recreation Commission reviewed the  
75 proposed preliminary plat against the park dedication requirements of §1103.07 of the City Code  
76 and recommended a dedication of cash in lieu of land. Since the existing, undeveloped parcel  
77 comprises one residential unit, the proposed four-lot plat would create three new building sites.  
78 The 2015 Fee Schedule establishes a park dedication amount of \$3,500 per residential unit; for  
79 the three, newly-created residential lots the total park dedication would be \$10,500, to be  
80 collected prior to recording an approved plat at Ramsey County.

81 Roseville's Development Review Committee (DRC) met on several occasions to discuss this  
82 application. Beyond the above comments pertaining to the zoning and subdivision codes  
83 representatives of the Public Works Department had the following comments.

- 84 a. There are several small basins shown to address the required storm water treatment and  
85 retention requirements. The overflow of these devices for the most part appears to flow to the  
86 rear of the development and ultimately drain to the existing catch basin located between this  
87 parcel and Marion Street to the west. While overland flow is an acceptable method of  
88 conveyance for storm water, the existing undulating ground in this area currently slows water  
89 conveyance and causes some pooling of water during heavy events. This will continue to be  
90 the case after development, although the proposed basins should provide some rate control  
91 for most rain events.
- 92 b. The proposed basins and private road will require a Homeowners Association to be  
93 established for the purpose of funding the maintenance of these assets. It should be noted that  
94 while the proposed basins and site grading meet the requirements of the City and should meet  
95 the requirements of the watershed (watershed review and approval are pending), this is an

96 aggressive proposal and will present some long term maintenance that the new homeowners  
97 should be aware of.

98 c. At this time, the Engineering department was not presented with any information for the  
99 alignment or design of water and/or sanitary sewer infrastructure to serve the proposed  
100 homes. A private sanitary sewer main and water main will be required that will then serve the  
101 individual private services to each proposed home, and maintenance of these facilities will be  
102 the responsibility of the Homeowners Association. Review and approval of this infrastructure  
103 will occur through the building permit review process.

#### 104 **PUBLIC COMMENT**

105 Planning Division staff has received one email, which is included with this RPCA as part of  
106 Attachment D, and one phone call from a nearby homeowner who was curious about the  
107 application and who expressed support for proposal if it meets the applicable standards (e.g.,  
108 storm water management, lot size, tree preservation, etc.) despite its perceived impacts on less  
109 tangible things (e.g., neighborhood character).

#### 110 **CONCEPT REVIEW**

111 On October 20, 2014, Mr. Mueller brought a sketch of his subdivision proposal to the City  
112 Council for guidance as to what changes to the previous proposals would give Councilmembers  
113 the confidence that a subsequent plat application would meet City requirements and not  
114 compromise the health, safety, general welfare, convenience, and good order of the community.  
115 The proposed sketch plan and the minutes of this discussion are included with this RPCA as  
116 Attachment E, and a brief list of the Council's direction follows.

- 117 • Lot lines must be perpendicular to street to conform to code:  
118 the current plat proposal achieves this.
- 119 • Consider routing storm water to the City storm sewer system with less overland flow:  
120 storm water is infiltrated into several basins distributed around the property rather than  
121 flowing over land to one large basin.
- 122 • Consider a 32-foot wide street to allow parking on both sides rather than parking pads:  
123 the current proposal accomplishes this.
- 124 • Minimize impervious surface while still accommodating adequate parking:  
125 The drainage plan adequately accounts for two garage stalls and four driveway stalls per  
126 lot in addition to a 32-foot wide street that would allow six cars parked along the south  
127 side and seven more parked along the north side, for a total of 37 parking spaces (i.e.,  
128 9.25 parking spaces per lot).
- 129 • Be aware that storm water management needs may limit the number of lots:  
130 the proposed storm water plan meets applicable standards for the 4-lot plat.
- 131 • Majority of Councilmembers favor a private street:  
132 the proposal includes a private street

133 **RECOMMENDED ACTION**

134 **By motion, recommend approval of the proposed preliminary plat** of the property at 2201  
135 Acorn Road, based on the comments and findings of this report, and subject to the following  
136 conditions:

- 137 a. The Public Works Department shall approve easements, grading and drainage, storm  
138 water management, and utility requirements as necessary to meet the applicable standards  
139 prior to the approval of the final plat or issuance of permits for site improvements;
- 140 b. Permits for site improvements shall not be issued without evidence of an approved permit  
141 from the watershed district; and
- 142 c. Final plat approval shall not be issued without approval of a tree preservation plan,  
143 accounting for any changes to grading, utility, or storm water plans not yet anticipated, by  
144 the Community Development Department.

145 **ALTERNATIVE ACTIONS**

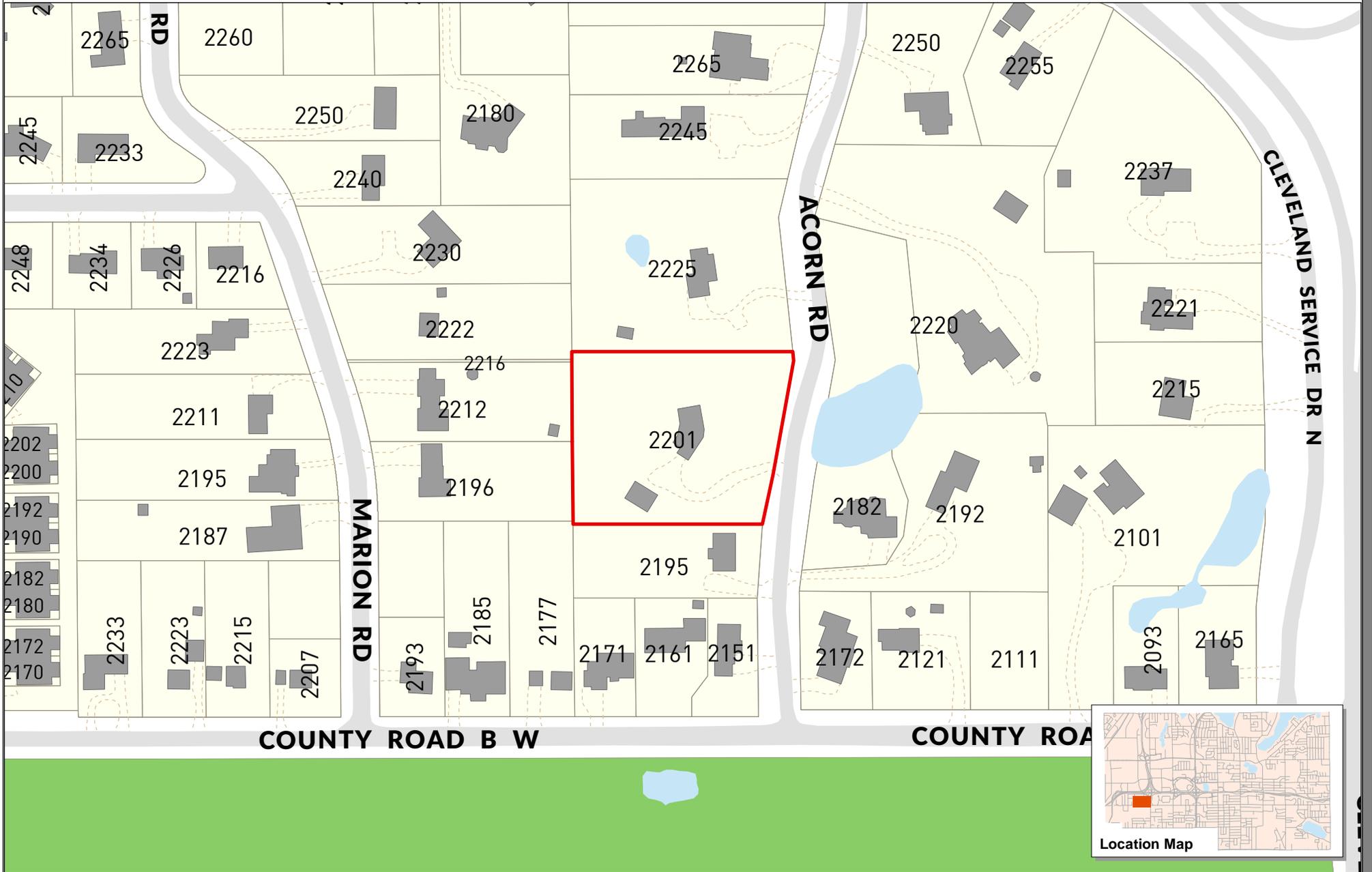
146 **Pass a motion to table the item for future action.** Tabling beyond September 25, 2015 may  
147 require extension of the 60-day action deadline established in City Code §1102.01E

148 **By motion, recommend denial of the request.** A recommendation to deny should be supported  
149 by specific findings of fact based on the Planning Commission's review of the application,  
150 applicable City Code regulations, and the public record.

**Prepared by: Senior Planner Bryan Lloyd**  
**651-792-7073 | bryan.lloyd@cityofroseville.com**

Attachments: A: Area map C: Preliminary plat information  
B: Aerial photo D: Open house summary and public  
comment  
E: Concept review materials

# Attachment A for Planning File 15-010



Location Map



Prepared by:  
Community Development Department  
Printed: June 15, 2015



**Site Location**

Comp Plan / Zoning  
Designations  
LR / LDR-1

**Data Sources**

\* Ramsey County GIS Base Map (6/3/2015)  
For further information regarding the contents of this map contact:  
City of Roseville, Community Development Department,  
2660 Civic Center Drive, Roseville MN

**Disclaimer**

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.



mapdoc: planning\_commission\_location.mxd

# Attachment B for Planning File 15-010



MARRION RD

ORN RD



Location Map



Prepared by:  
Community Development Department  
Printed: June 25, 2015



Site Location

**Data Sources**  
 \* Ramsey County GIS Base Map (6/3/2015)  
 \* Aerial Data: MnGeo (4/2012)  
 For further information regarding the contents of this map contact:  
 City of Roseville, Community Development Department,  
 2660 Civic Center Drive, Roseville MN

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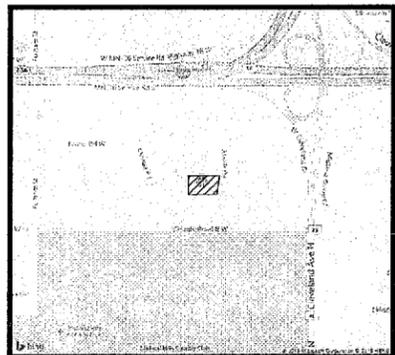


# PRELIMINARY PLAT

~of~ OAK ACRES  
 ~for~ ARTHUR G. MUELLER  
 2201 ACORN ROAD  
 ROSEVILLE, MN  
 (651) 295-1284

## VICINITY MAP

PART OF SEC. 8, TWP. 29, RNG. 23



RAMSEY COUNTY, MINNESOTA  
 (NO SCALE)

## DEVELOPMENT DATA

TOTAL SITE AREA = 1.90± ACRES  
 4 PROPOSED SINGLE FAMILY LOTS  
 DENSITY = 2.10 LOTS / ACRE

## ZONING AND SETBACKS

CURRENT ZONING IS LDR 1 (LOW DENSITY RESIDENTIAL)  
 PROPOSED ZONING IS LDR 1 (LOW DENSITY RESIDENTIAL)

FRONT SETBACK	30 FEET FROM EDGE OF BITUMINOUS FOR PRIVATE STREET (PROPOSED)
SIDE YARD	6 FEET
HOUSE	10 FEET
SIDE STREET	30 FEET
REAR SETBACK	30 FEET

### DEVELOPMENT REQUIREMENTS FOR ZONE LDR 1 (LOW DENSITY RESIDENTIAL)

MINIMUM LOT AREA INTERIOR	11,000 S.F.
MINIMUM LOT AREA CORNER	12,500 S.F.
MINIMUM LOT WIDTH INTERIOR	85 FT.
MINIMUM LOT WIDTH CORNER	100 FT.
MINIMUM LOT DEPTH INTERIOR	110 FT.
MINIMUM LOT DEPTH CORNER	100 FT.

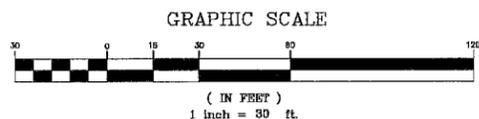
## PROPERTY DESCRIPTION

(PER WARRANTY DEED; RAMSEY COUNTY DOC. NO. 1188525)

That part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 29 North, Range 23 West, according to government survey, described as follows (all bearings in this description being based on the South line of said Southeast Quarter as an East and West line):

Commencing at a point 33 feet North of the South line and 1221.63 feet west of the East line of said Section 8; thence North 0 degrees 08 minutes West 295 feet to the point of beginning of the tract being described; thence East 290.64 feet; thence North 4 degrees 41 minutes East 81.70 feet; thence 14 degrees 23 minutes 30 seconds East 184.29 feet; thence North 5 degrees 51 minutes 30 seconds West 14.61 feet; thence West 339.77 feet; thence South 0 degrees 08 minutes East 265 feet to point of beginning, Ramsey County, Minnesota.

NORTH



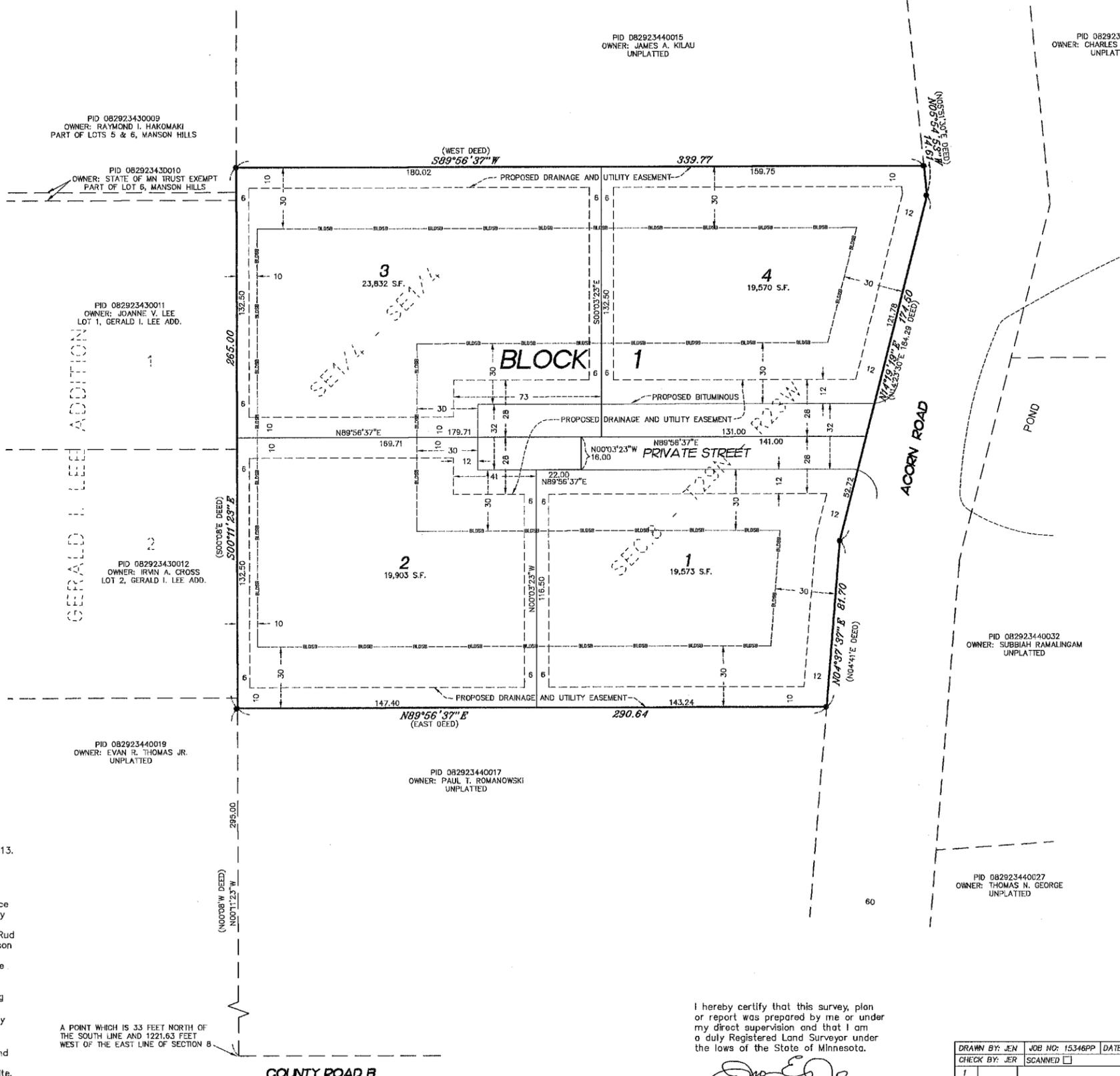
## LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES CATCH BASIN
- ⊙ DENOTES STORM SEWER MANHOLE
- ⊕ DENOTES SANITARY SEWER MANHOLE
- ⊕ DENOTES HYDRANT
- ⊕ DENOTES POWER POLE
- ⊕ DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES BITUMINOUS SURFACE

## NOTES

- Fee ownership is vested in Arthur G. Mueller.
- Parcel ID Number: 8.29.23.44.0016
- Address of the surveyed premises: 2201 Acorn Road, Roseville, MN 55113.
- Boundary area of the surveyed premises: 82,879 sq. ft. (1.90 acres).
- Field survey was completed by E.G. Rud and Sons, Inc. on 6/02/15.
- Bearings shown are on Ramsey County Coordinate System.
- Curb shots are taken at the top and back of curb.
- Surveyed premises shown on this survey map falls within Flood Insurance Rate Map Community Panel No. 27123C00156 by the Federal Emergency Management Agency. Said panel is not printed.
- Topography and utilities are a combination of field work done by E.G. Rud & Sons, Inc. on 6-02-15 and the Preliminary Plat prepared by Hakomaki Anderson Civil Engineers and Land Surveyors dated 5-7-14. Said Preliminary Plat references that the existing improvements were per the Preliminary Plat prepared by Comstock & Davis, Inc. dated August 10, 2006.
- Utilities shown hereon are observed. Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation.
- Adjacent property owner information taken off of Ramsey County Website.

A POINT WHICH IS 33 FEET NORTH OF THE SOUTH LINE AND 1221.63 FEET WEST OF THE EAST LINE OF SECTION 8



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

*Jason E. Rud*  
 JASON E. RUD  
 Date: 6-05-15 License No. 41578

DRAWN BY: JEN	JOB NO: 15346PP	DATE: 06/05/15
CHECK BY: JER	SCANNED	
1		
2		
3		
NO.	DATE	DESCRIPTION

**E. G. RUD & SONS, INC.**  
 EST. 1877 Professional Land Surveyors  
 6776 Lake Drive NE, Suite 110  
 Lino Lakes, MN 55014  
 Tel. (651) 361-8200 Fax (651) 361-8701

**GENERAL NOTES**

THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.

CALL "811" FOR EXISTING UTILITIES LOCATIONS PRIOR TO ANY EXCAVATIONS.

THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING SANITARY SEWER, STORM SEWER, AND WATER MAIN AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF INSTALLATIONS.

INSTALLATIONS SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS AND DETAIL PLATES.

THE CONTRACTOR SHALL NOTIFY CITY PUBLIC WORKS DEPARTMENT A MINIMUM OF 24 HOURS PRIOR TO THE INTERRUPTION OF ANY SEWER OR WATER SERVICES TO EXISTING HOMES OR BUSINESSES.

STORAGE OF MATERIALS OR EQUIPMENT SHALL NOT BE ALLOWED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.

NOTIFY CITY A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

ALL ELECTRIC, TELEPHONE, AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY.

**CURB & BITUMINOUS NOTES**

REMOVAL AND DISPOSAL OF EXISTING STREET MATERIALS AS REQUIRED FOR CONSTRUCTION IS CONSIDERED INCIDENTAL.

SAW-CUT EXISTING BITUMINOUS AND CONCRETE CURB TO PROVIDE BUTT-JOINT.

RESTORE DISTURBED STREET TO EXISTING OR BETTER SECTION.

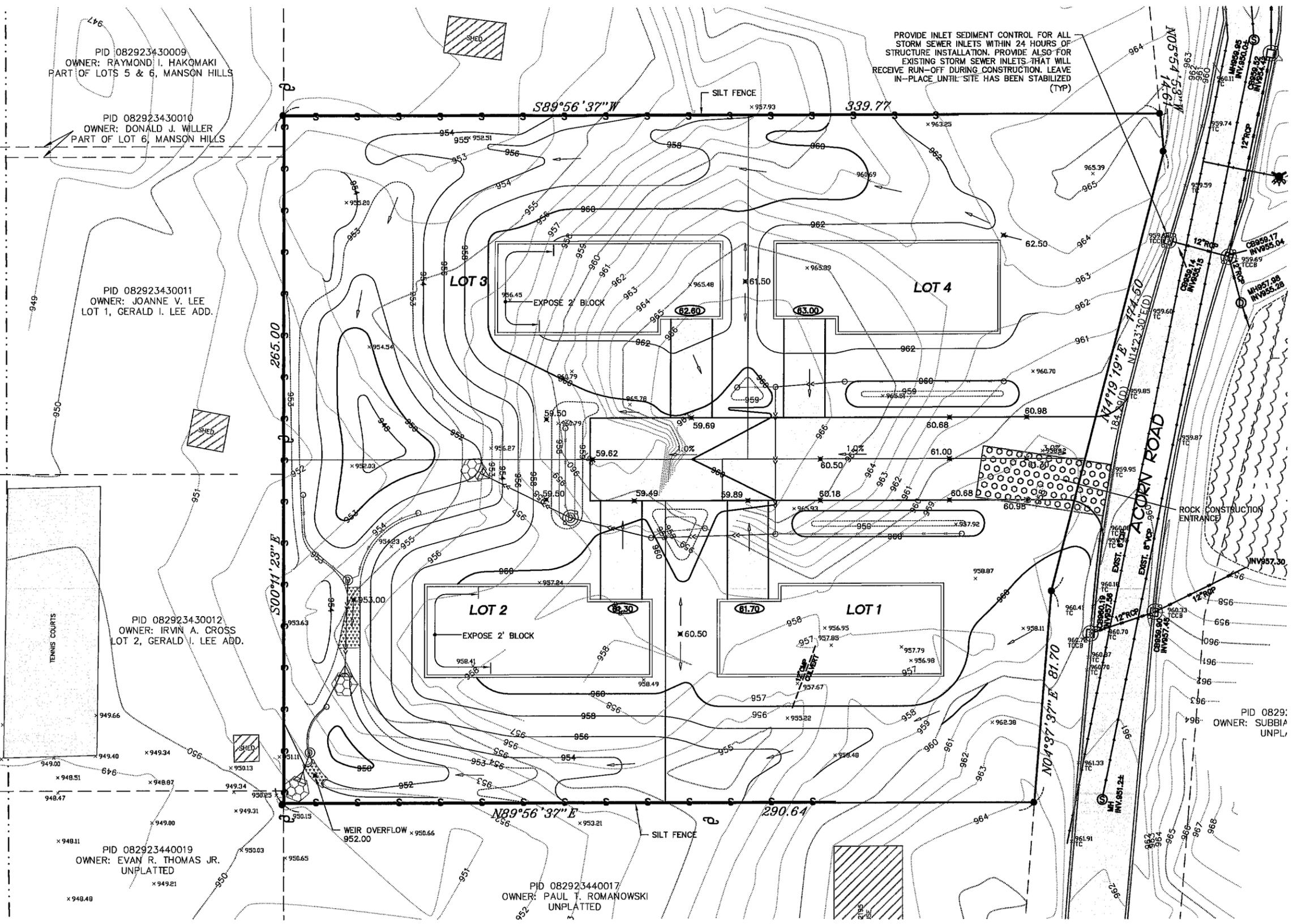
BACKFILLING OF CURB IS INCIDENTAL TO CURB INSTALLATION.

FOUR INCHES OF CLASS 5 UNDER CURB IS INCIDENTAL TO CURB INSTALLATION.

CURB ENDS SHALL TERMINATE IN A THREE-FOOT BEAVER TAIL.

**IMPERVIOUS AREA CALCULATION**

LOT	LOT AREA	IMP AREA	% IMP
1	19,574 SF	5,856 SF	30%
2	19,903 SF	4,464 SF	22%
3	23,832 SF	4,624 SF	19%
4	19,570 SF	5,761 SF	29%
<b>TOTAL IMPERVIOUS</b>		<b>20,705 SF</b>	<b>25%</b>



PROVIDE INLET SEDIMENT CONTROL FOR ALL STORM SEWER INLETS WITHIN 24 HOURS OF STRUCTURE INSTALLATION. PROVIDE ALSO FOR EXISTING STORM SEWER INLETS THAT WILL RECEIVE RUN-OFF DURING CONSTRUCTION. LEAVE IN-PLACE UNTIL SITE HAS BEEN STABILIZED (TYP)

DATE	REVISION DESCRIPTION

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.

*Charles W. Plowe*  
 CHARLES W. PLOWE  
 DATE: 06.05.2015 LIC. NO. 76227

**OAK ACRES**  
 ROSEVILLE, MINNESOTA  
 GRADING, DRAINAGE & EROSION CONTROL PLAN

PREPARED FOR:  
 ART MUELLER



**PLOWE ENGINEERING, INC.**  
 6778 LAKE DRIVE  
 SUITE 110  
 LINO LAKES, MN 55014  
 PHONE: (651) 361-8210  
 FAX: (651) 361-8701



**C2**

8/21/2015 8:26 AM C:\Users\cam\OneDrive\Documents\15-1548\_OAK ACRES\15-1548\_OAK ACRES\15-1548\_BASE.dwg



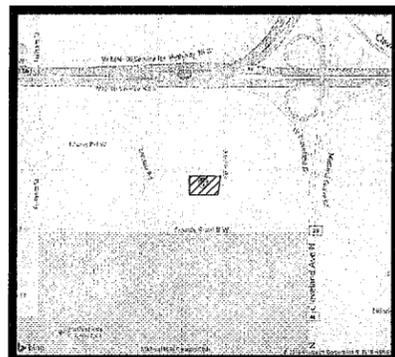
**GRADING, DRAINAGE & EROSION CONTROL PLAN**  
**OAK ACRES**

# EXISTING CONDITIONS SURVEY AND PRELIMINARY TREE INVENTORY AND TREE REMOVAL PLAN

~of~ OAK ACRES  
 ~for~ ARTHUR G. MUELLER  
 2201 ACORN ROAD  
 ROSEVILLE, MN  
 (651) 295-1284

## VICINITY MAP

PART OF SEC. 8, TWP. 29, RNG. 23



RAMSEY COUNTY, MINNESOTA  
 (NO SCALE)

## TREE CHART

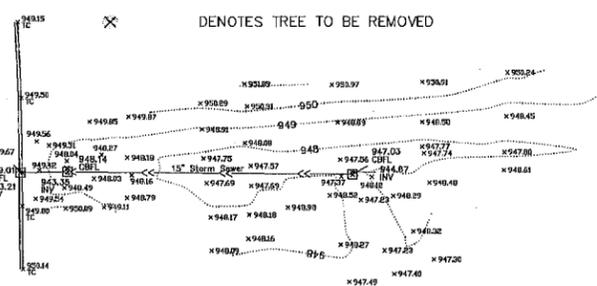
	DECIDUOUS	CONIFEROUS
TREE COUNT	91	34
TREES TO BE REMOVED	44	7
TREES TO REMAIN	47	27

## TREE INVENTORY LIST

NUMBER	DESCRIPTION	TO BE REMOVED	NUMBER	DESCRIPTION	TO BE REMOVED	NUMBER	DESCRIPTION	TO BE REMOVED
1	24"OAK		41	14"PINE		81	14"MAPLE	X
2	14"OAK		42	14"PINE		82	8"WALNUT	X
3	24"OAK		43	12"PINE		83	18"ASH	X
4	10"PINE		44	12"PINE		84	20"DAK	
5	14"PINE		45	12"PINE		85	10"PINE	
6	10"OAK	X	46	18"PINE		86	2-16" BIRCH	
7	14"OAK	X	47	14"PINE		87	20"OAK	X
8	30"MAPLE	X	48	14"PINE		88	12"OAK	X
9	24"MAPLE	X	49	20"OAK		89	12"OAK	X
10	24"OAK	X	50	24"OAK(DEAD)	X	90	8"BIRCH	
11	18"OAK	X	51	14"OAK		91	2-24"OAK	
12	20"TREE(DEAD)	X	52	14"OAK		92	12"OAK	
13	20"OAK	X	53	8"OAK		93	12"OAK	
14	22"OAK	X	54	10"OAK		94	14"OAK	
15	10"PINE	X	55	30"OAK		95	12"OAK	
16	20"MAPLE	X	56	18"OAK		96	8"PINE	
17	2-18" OAKS	X	57	18"OAK		97	12"OAK	
18	14"PINE	X	58	20"OAK		98	12"OAK	
19	20"PINE	X	59	18"OAK		99	12"PINE	
20	10"OAK	X	60	18"OAK		100	12"PINE	
21	24"ASH	X	61	18"OAK	X	101	10"PINE	
22	24"ASH	X	62	24"OAK	X	102	8"PINE	
23	36"OAK	X	63	20"OAK		103	12"PINE	
24	16"OAK	X	64	8"MAPLE		104	12"PINE	
25	20"MAPLE	X	65	18"ASH	X	105	20"OAK	
26	30"OAK	X	66	8"LOCUST	X	106	12"OAK	
27	8"PINE	X	67	2-8" BIRCH	X	107	12"OAK	
28	30"MAPLE	X	68	2-12" BIRCH	X	108	10"PINE	
29	24"MAPLE	X	69	12"OAK	X	109	10"PINE	
30	30"MAPLE	X	70	8"PINE	X	110	12"OAK	
31	8"OAK	X	71	8"PINE	X	111	18"OAK	
32	16"OAK	X	72	8"PINE	X	112	8"OAK	
33	24"OAK	X	73	8"PINE	X	113	12"OAK	
34	14"PINE	X	74	8"PINE	X	114	24"OAK	
35	8"PINE	X	75	10"PINE	X	115	24"OAK	
36	18"PINE	X	76	12"PINE	X	116	18"OAK	
37	30"OAK	X	77	14"ASH	X	117	24"MAPLE	
38	20"OAK	X	78	14"ASH	X	118	18"OAK	X
39	18"ASH	X	79	24"OAK	X	119	12"ASH	X
40	14"OAK	X	80	24"OAK	X	120	16"OAK	X
						121	22"OAK	X
						122	22"OAK	X

## TREE DETAIL

- DENOTES TREE TYPE
- DENOTES TREE SIZE
- DENOTES TREE QUANTITY
- ✗ DENOTES TREE TO BE REMOVED



## NOTES

- Fee ownership is vested in Arthur G. Mueller.
- Parcel ID Number: 8.29.23.44.0016
- Address of the surveyed premises: 2201 Acorn Road, Roseville, MN 55113.
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## NORTH LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES CATCH BASIN
- ⊙ DENOTES STORM SEWER MANHOLE
- ⊙ DENOTES SANITARY SEWER MANHOLE
- ⊙ DENOTES HYDRANT
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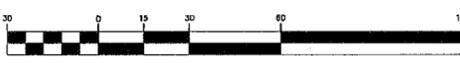
## PROPERTY DESCRIPTION

(PER WARRANTY DEED; RAMSEY COUNTY DOC. NO. 1188525)

That part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 29 North, Range 23 West, according to government survey, described as follows (all bearings in this description being based on the South line of said Southeast Quarter as an East and West line):

Commencing at a point 33 feet North of the South line and 1221.63 feet west of the East line of said Section 8; thence North 0 degrees 08 minutes West 295 feet to the point of beginning of the tract being described; thence East 290.64 feet; thence North 4 degrees 41 minutes East 81.70 feet; thence 14 degrees 23 minutes 30 seconds East 184.29 feet; thence North 5 degrees 51 minutes 30 seconds West 14.61 feet; thence West 339.77 feet; thence South 0 degrees 08 minutes East 265 feet to point of beginning, Ramsey County, Minnesota.

## GRAPHIC SCALE



( IN FEET )  
 1 inch = 30 ft.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD  
 Date: 6-05-15 License No. 41578

DRAWN BY: JEN	JOB NO: 15346PP	DATE: 06/05/15
CHECK BY: JER	SCANNED	
1		
2		
3		
NO. DATE DESCRIPTION		

# Attendees:

RPCA Attachment D

July 10<sup>th</sup> 2015

Name	Address
1. Liz Cross	2196 Marion Road
2. Evan Thomas	2777 County Rd B
3. Chuck Gitzen	P.C.
4. Mike Boguszewski	Planning Commission (1380 Kent. H)
5. Chuck Mangum	2200 Acorn Road

We held an open house meeting on July 10, 2015. Addresses totalling 96 people were supplied by the City and 5 people and 2 spouses attended. Two of those people were on the planning Commission. The only concern from one neighbor, was about water drainage which there is a natural flow to the west.

Plans were shown, and I suggested to said neighbor, that they walk the property so they can see first hand the natural flow on their lot line flows west. No excess water will go onto their property.

Art Mueller 

**From:** [Thomas Paschke](#)  
**To:** [Bryan Lloyd](#)  
**Subject:** Fwd: Open House 7/10/15 2201 Acorn Road  
**Date:** Friday, July 10, 2015 9:29:14 AM

---

FYI

Sent from my iPhone

Begin forwarded message:

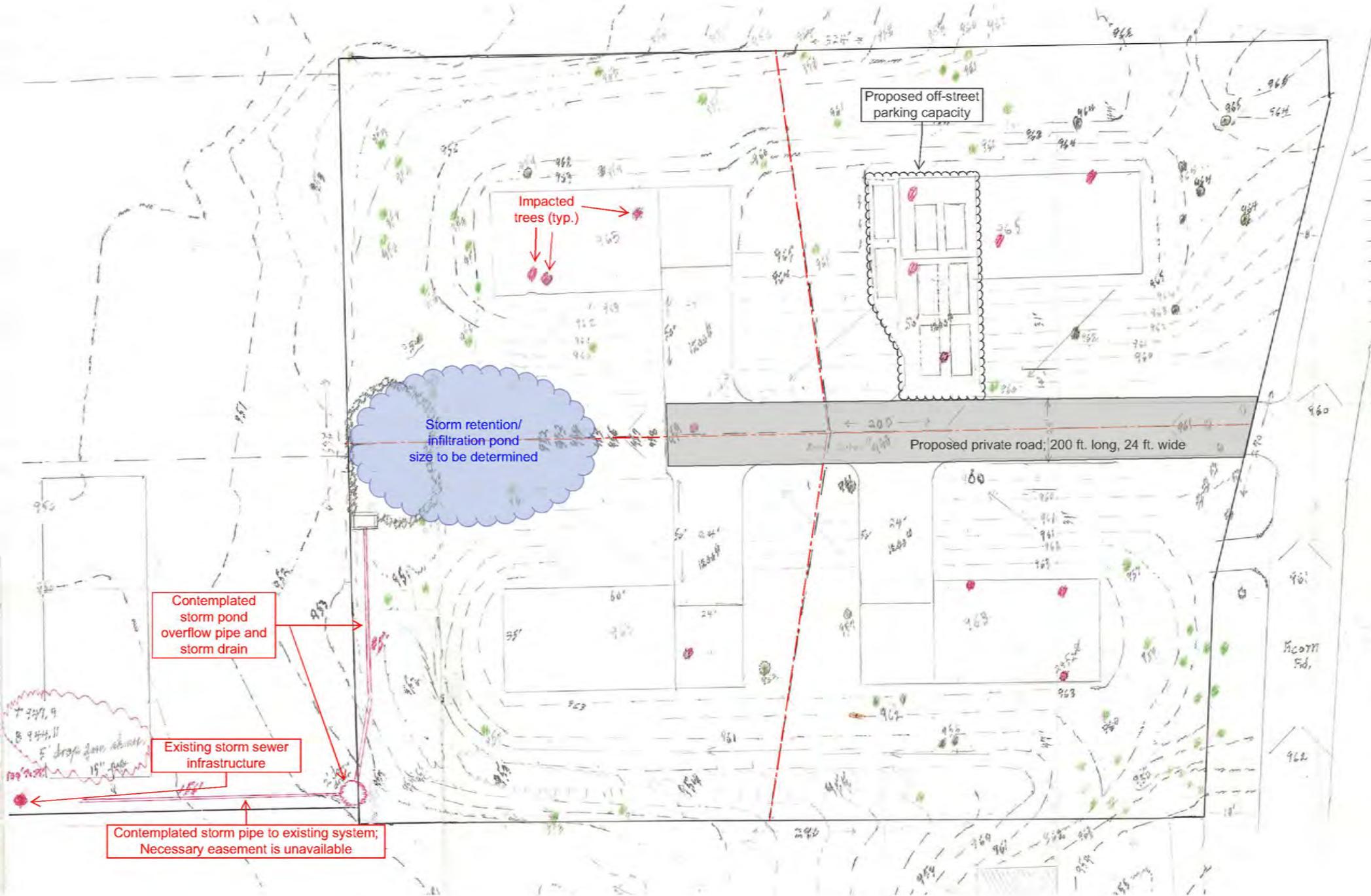
**From:** Irv Cross [REDACTED]  
**Date:** July 9, 2015 at 1:34:42 PM EST  
**To:** [thomas.paschke@cityofroseville.com](mailto:thomas.paschke@cityofroseville.com)  
**Subject:** Open House 7/10/15 2201 Acorn Road

Mr. Paschke: I am writing to express my concerns about the residential development at 2201 Acorn Road. My wife and I have lived at 2196 Marion Road for the last 16 years on a property of .83 acres. My property line abuts with the Acorn property. Here are my concerns:

1. Drainage ; Water run off from Acorn flows through our property causing flooding
2. Less than 1/2 acre properties on a street with mostly 2 acre lots..
3. Added traffic to County B, which has only one way in and out..
4. Loss of trees, noise and dirt from construction.. . .

We ask you to not approve this proposal.

Irv and Liz Cross



Mayor Roe noted that this would be shifting the burden from fees to property taxes.

Staff advised that the CIP was intended for discussion on November 10, 2014, while the utility rates and fee schedule were proposed for the November 17, 2014 City Council meeting.

**13. Business Items (Action Items)**

**14. Business Items – Presentations/Discussions**

**a. Art Mueller Concept Review**

Community Development Director Paul Bilotta provided a history of the Art Mueller parcel and proposals that had denied past preliminary plats of his residential property for creation of additional lots; and now his current proposal as detailed in the staff report dated October 20, 2014.

Community Development Director Bilotta reviewed the elements of that concept plan including a private versus public 24' road built to a maximum 200' length without a turnaround; further tree preservation; reduced storm water runoff; and other issues that were part of the findings for denial in his previous application. Mr. Bilotta noted that there would be more impervious surface with Mr. Mueller's proposal for additional parking for off-street parking for up to eight vehicles per home.

On behalf of Mr. Mueller, Community Development Director Bilotta sought City Council guidance on this initial information before Mr. Mueller moved forward with a full plat submittal, and any indication that they would not support these elements before he proceeds. In other words, Mr. Bilotta asked if staff should spend more time in assisting with this concept plan, with no technical details yet available, or suggest Mr. Mueller proceed in a manner that would provide stricter adherence to City Code.

At the request of Mayor Roe, Community Development Director Bilotta confirmed that typical City streets were 32' in width, allowing for parking on both sides of the street.

At the request of Councilmember Willmus, Community Development Director Bilotta confirmed that there was no secured access or easement for water outflow draining into existing City infrastructure, and would be part of the vetting process.

Impacted trees were displayed on the map were at the interpretation of Mr. Mueller.

Mayor Roe noted that the Subdivision Code required lot lines to be perpendicular lines to the road for private and/or public roadways; and therefore, advised that he would have an issue with the orientation of the lot lines as currently indicated on Mr. Mueller's concept plan.

Councilmember Etten questioned the action route for storm water to the back sides of homes to avoid any impact to those neighbors.

Community Development Director Bilotta noted that Mr. Mueller indicated that Acorn Road was higher and with various topography, water would not go into Mr. Romanoski's property. However, Mr. Bilotta advised that staff would need to review a detailed grading plan if things went beyond this concept plan before responding definitively.

Councilmember Etten noted that the previous platting was rejected due to some stormwater retention closer to Acorn Road, and while this moved it around back, sought staff's input on whether it would be better to keep it out front.

City Engineer Mark Culver advised that the negative aspect of leaving it out front was the additional grading required and potential loss of side or front yards, further compressing everything. Mr. Culver noted that there was an existing storm sewer system on Acorn Road that the drainage could overflow into, with the original concept for rain gardens or infiltration basins for that overflow. Mr. Culver stated that this was a very aggressive overall plan to make the best use of the site; and as more things were added throughout the site, even if a wider road was feasible, it may compromise driveway elements and actually further increase impervious surfaces. Mr. Culver confirmed that it would take very specific drainage elements to move the stormwater where necessary.

Recognizing that the City's current tree preservation plan fell into various staff departments and needed considerable input from a number of parties, Councilmember Laliberte asked for an update on where that review and revision was at.

City Manager Trudgeon advised that discussion of the current tree preservation ordinance was slated for the November 17, 2014 City Council Worksession; and as previously discussed the 2015 budget included his recommendation for a full-time Forester position to consolidate those efforts. Mr. Trudgeon advised that staff was currently reviewing potential changes behind the scenes to make recommendations for amending the current ordinance.

Mayor Roe noted that any applications between now and revisions to the ordinance would be addressed under the current ordinance.

**Art Mueller, 2201 Acorn Road**

Mr. Mueller provided a personal history of this lot; and reviewed his revisions with this concept plan to address concerns expressed by findings of denial for his previous application (e.g. trees, storm water and parking). Mr. Mueller reviewed the proposed lot lines, current and proposed tree inventory with his extensive plantings over the years with most remaining on the outside property line; and changes in topography and drainage routes from filling in depressions by neighboring property owners. Mr. Mueller reviewed his perception of stormwater drainage now and what he proposed; and his intent to assist Mr. Romanoski's current property drainage issues as part of his redevelopment.

Mr. Mueller opined that his plan would help several neighboring property owners with their drainage concerns; and was currently seeking an easement from Mr. Cross to facilitate his proposed drainage route outlined in this concept plan.

Mr. Mueller further addressed stormwater outflow, which he intended to handle through an old cesspool that he built in 1949 and still usable. Mr. Mueller advised that he had consulted the Rice Creek Watershed District regarding their calculation (16,800 gallons) for the stormwater pond's absorption rate, with his engineer still needing to figure out the choices beyond needing an adjacent property condemned. Mr. Mueller stated that he wanted to get along with his neighbors while also helping resolve any current drainage issues; and therefore, was willing to have an easement across his land to facilitate that drainage.

Councilmember Etten thanked Mr. Mueller for providing this preliminary concept plan; however, in hearing City Engineer Culver talk about the amount of flow required to come around and be shifted, he was concerned with the amount of grading required; and suggested another way be considered to slow that flow so it would overflow back into the City storm sewer system versus having to be routed around two homes for such a great distance. With the additional impervious surface proposed, Councilmember Etten opined that this was of concern to him.

Mr. Mueller invited individual Councilmembers to walk his property versus looking at it on a map to gain a better understanding of the topography, noting that his yard already absorbed stormwater runoff from neighboring properties already.

In response to Councilmember concerns and comments, Community Development Director Bilotta advised that as staff proceeded through an approval process, and when an engineer was brought on board by Mr. Mueller, discussion would include distributing ponds on Acorn Road and back to minimize grading, but thanked Councilmembers for their input as staff moved forward, especially specific to Councilmember Etten's concerns regarding overland flow of water, volume and movement.

Councilmember McGehee stated that she had concerns with the additional impervious surface.

Councilmember Laliberte concurred, stating that she would prefer no parking pads, at least not enough to accommodate eight additional vehicles per lot; and would much prefer a 32' wide road that would accommodate parking on both sides, and allowing a typical driveway and parking surface for each home.

Councilmember Willmus echoed his colleagues; stating that in his consultation with City Public Works/Engineering staff, even if constructed as an infiltration pond, an overflow would still be needed, and that would still need to be addressed. Councilmember Willmus noted that the current plan, showing that stormwater crossing adjacent property that had no confirmed or defined easement available at this time remained an issue.

Mr. Mueller opined that he was paying taxes for a storm sewer system that he couldn't use. Mr. Mueller further opined that when Mr. Cox redesigned his property with a berm down the back side and evergreen plantings, it created the drainage issue.

Mayor Roe asked staff to follow up on how to accomplish the stormwater drainage if an easement was not available.

Councilmember McGehee stated that she was familiar with Mr. Mueller's property; and opined that he could reduce the impervious surface and still leave the low area while constructing three homes arranged differently to avoid moving so much land.

Mr. Mueller stated that his proposed lots were larger than the others in the immediate vicinity.

In conclusion, Mayor Roe advised Mr. Mueller that he should take away from this discussion that the storm water management plan may dictate how many lots are feasible or allowed on the parcel.

Mr. Mueller suggested that the City must have given other adjacent property owners approval to change drainage in the past.

Mayor Roe advised that that may not necessarily be true, depending on what rules were applicable at the time of those developments, and whether or not those property owners or developers followed those rules and codes at that time. However, Mayor Roe noted that the situation needed to be dealt with as it now stood and under current rules and codes.

Community Development Director Bilotta summarized his understanding of City Council direction: they were generally comfortable with the proposal for three homes if a stormwater outlet was provided to reach the public storm sewer system in some way; and while there may be some uncertainty on the history of the prop-

erty and area, staff would attempt further research between Mr. Mueller's property and the inlet and provide any additional information to Mr. Mueller.

Mayor Roe stated that, once more was known about the grading plan and tree impact, even if all the trees were eventually preserved along the outside exterior, his question remained as to whether that part of the property was being used to move water, and how that would impact the overall area.

Mr. Mueller advised that he would replant any trees to the new homes would not be visible from the road.

Councilmember McGehee stated that she was more interested in infiltration than an outflow pond to provide some filtering of the storm water.

At the request of City Manager Trudgeon, Community Development Director Bilotta reviewed the next steps, including additional preferences expressed by the City Council for a 32' wide road with parking on the street versus a series of pads around the edge; and sought further clarification as to whether or not their preference for that 32' was for a private or public roadway. Regarding the stormwater issue, Community Development Director Bilotta noted his understanding that the City Council preferred maximizing infiltration opportunities, and determining how best to get to the public output.

The Council majority seemed to favor a private versus public roadway, however, were flexible depending on other elements.

Mayor Roe suggested that staff review parking needs and determine the best compromise between a road and driveway, and which approach was best, whether the road ended up 32' or not.

Councilmember McGehee stated that she hated to see a 32' road due to the additional impervious surface; however, she stated that she didn't want to see eight car parking pads either, but didn't know what the balance actually was. Councilmember McGehee stated that she would prefer only three lots/homes and no more.

Mayor Roe suggested that Mr. Mueller work with staff to determine actual parking needs.

Community Development Director Bilotta clarified that his understanding of Council directive was to reduce impervious surface as much as possible, whatever works the best, with street width or overflow parking areas, and whether best as public or private parking.

Mr. Mueller suggested making the road smaller near the road and then widening it out, with Mayor Roe suggesting that level of detail be worked out with staff.

Mr. Mueller expressed his desire to drain the back of Mr. Romanoski's property as it was currently a mosquito trap.

At the request of City Manager Trudgeon, Community Development Director Bilotta reviewed the process and steps between now and the next time the City Council may see this: with staff using this information and feedback to help the applicant put together an application; the applicant hiring an engineer and taking steps to prepare a preliminary plat; neighborhood information meetings; then a formal public hearing at the Planning Commission level; and the Commission's recommendation to the City Council. Mr. Bilotta reiterated that the process was at its very early steps, but thanked the City Council for their feedback at very preliminary stage.

For those neighbors in tonight's audience, Mayor Roe encouraged them to provide their feedback to staff or Mr. Mueller at any point, including at upcoming open houses and the formal public hearing.

Community Development Director Bilotta concurred, noting that since this issue had been out there before, residents didn't have to wait for a public hearing, but were welcome to let staff know any concerns they had immediately in order for staff to address them sooner rather than later.

Community Development Director Bilotta noted that Mr. Mueller was concerned with spending more money on an engineer and another expensive process and then having it turned down. Mr. Bilotta clarified for Mr. Mueller's benefit, that through tonight's discussion, the attempt was being made by the City Council and staff to provide him with more certainty than he had before; however, it was not possible at this preliminary point to say if an application would or would not be approved.

Mr. Mueller noted his frustration in attempting to give everyone what they wanted, and then face the possibility of still being turned down.

Community Development Director Bilotta responded that this was always a possibility; however, he advised that by getting as much input as possible early in the process and in addressing public input and issues raised in the past and now, it would address those issues. Mr. Bilotta encouraged Mr. Mueller to communicate with his neighbors upfront as much as possible. However, Mr. Bilotta advised that staff was unable to confirm for Mr. Mueller that the project would be ultimately approved and bypass the process; and noted that any development always carried an element of risk. Mr. Bilotta advised that the purpose of the concept plan was to allow the City Council to provide a developer with their thought at

this moment; however, he noted that the City Council could not have a full understanding of where they stand, since many concepts may work in theory, but other issues may come up as part of the process. Mr. Bilotta advised that every city uses a similar process, and the City of Roseville needed to follow those steps as well.

Councilmember McGehee suggested to Mr. Mueller that Community Development Director Bilotta would be available to facilitate a meeting with the City Engineer, himself and neighbors to work out the details to everyone's benefit, and provide insight on problem areas needing further work before he went ahead with additional engineering costs.

While noting that this was not a public hearing, Community Development Director Bilotta encouraged the public to consult him or the City Engineer at any time with their questions and/or comments.

#### **Recess**

Mayor Roe recessed the meeting at approximately 7:48 p.m. and reconvened at approximately 7:55 p.m.

Mayor Roe announced a meeting on October 21 from 2:30 – 4:10 at the Fairview Community Center Solarium to define Alzheimer's needs in the community; and City Manager Trudgeon encouraged residents to attend whether they had time to submit an R.S.V.P. before then or not.

#### **b. Discuss Organized Waste Collection**

Mayor Roe noted the purpose of this discussion following results of the most recent community survey related to organized waste collection, as detailed in the staff report dated October 20, 2014 and attachments; and had been requested by Councilmember Willmus.

City Manager Trudgeon reviewed events and legislative changes since the last discussion of the City Council at their November 18, 2013 meeting where public testimony was heard. After that discussion, Mr. Trudgeon noted that the PWETC had passed a resolution recommending that the City Council consider organized collection; and the community survey had randomly sampled the community's desire for that option. Mr. Trudgeon noted that the Village of St. Anthony had recently begun a process under the new state law, and begun the proscribed negotiation process with haulers as of April 30, 2014. Mr. Trudgeon advised that it appeared that the Village had entered into an agreement with the hauler consortium for five years, with those rates published and averages and analysis provided on page two of the staff report.

Mayor Roe asked for clarification on the chart if the listed fees were for trash and recycling or only trash; with City Manager Trudgeon and Public Works Director Schwartz advising that they would need consult the actual document again before responding.



# REQUEST FOR PLANNING COMMISSION ACTION

DATE: 9/2/2015

ITEM NO: 5d

Department Approval

Agenda Section

**PUBLIC HEARINGS**

Item Description: Request by for approval of outdoor semi-trailer storage as an interim use at 2720 Fairview Avenue (PF15-016)

### APPLICATION INFORMATION

Applicant: Roseville Properties  
 Location: 2720 Fairview Avenue  
 Property Owner: Pinecone-Fairview, LLC and 2720 Fairview DCE, LLC  
 Open House: June 30, 2015  
 Application Submission: Received August 7, 2015; considered complete August 10, 2015  
 City Action Deadline: October 7, 2015

### GENERAL SITE INFORMATION

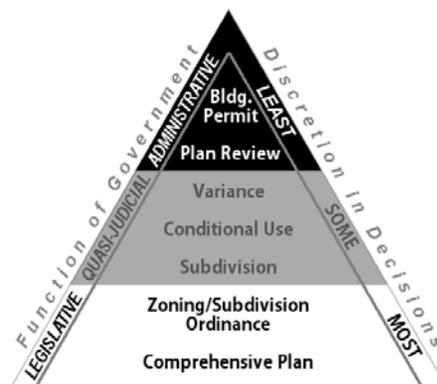
#### Land Use Context

	Existing Land Use	Guiding	Zoning
<b>Site</b>	Former H & W Motor Express and Central Transport	CMU	CMU
<b>North</b>	Auto Service and Mixed Retail	CMU	CMU
<b>West</b>	Office – McGough	CMU	CMU
<b>East</b>	Transit and Trucking	CMU	CMU
<b>South</b>	Retail and Warehousing – Fireside Corner and The Tile Shop	CMU	CMU

**Natural Characteristics:** The site is mainly a parking lot with a cross-dock freight terminal. It has little landscaping and gently slopes from northeast to southwest. The eastern edge of the property is County Ditch No. 4, which drains to Oasis Pond.

**History:** The site and broader area lies within the Twin Lakes Redevelopment Area created in 1982.

Action taken on an interim use proposal is **legislative** in nature; the City has broad discretion in making land use decisions based on advancing the health, safety, and general welfare of the community.



## **REQUEST**

Roseville Properties has applied for an Interim Use (IU) to utilize the former motor freight terminal for storing semi-trailers. The proposal seeks to store and stage trailers (some are currently full of clothing, furniture, and other items) throughout the site, maximizing the parking field with trailers. The proposal does not propose any site improvements or maintenance. The applicant has indicated they're actively trying to redevelop this site and do not intend to use it for trailer storage for a long period of time. A detailed narrative of the proposed use is included with this report as Attachment C.

An applicant seeking approval for an INTERIM USE is required to hold an open house meeting to inform the surrounding property owners and other interested individuals of the proposal, to answer questions, and to solicit feedback. The open house for this application was held on June 30, 2015; the brief summary of the open house meeting provided by the applicant is included with this staff report as Attachment D.

## **BACKGROUND**

The subject property is located in City Planning District 10, has a Comprehensive Plan designation of Community Mixed-Use (CMU), and has a zoning classification of Community Mixed-Use (CMU) District. It should be noted that, as a component of the Twin Lakes Re-envisioning process, the property's land use designation and zoning classification is under review and may be changed to CMU-3 District.

The site was initially the home of H & W Motor Express, and most recently Central Transport, both motor freight terminal uses. Aerial photography from 1974, 1985, 1991, 2003, 2006, 2008, 2009, and 2011 (Attachment E) provides a historical review of the previous motor freight terminal and its cross-dock activity with limited trailer storage. Google Maps ground-level photos from 2011 and 2013 show the site was used for employee parking, limited motor freight terminal activity, and storage for a few trailers. The trucking uses ceased operation for more than a year, thereby ending the legal nonconformity status.

In winter 2015, the Community Development Department was contacted by Big Blue Box about using the site for storage of semi-trailers and containers. The Department's reply was that such a use, outdoor storage of trailers and containers, was not permitted. In May 2015, the Planning Division discussed with Roseville Properties that the outdoor storage of trailers and containers was prohibited. These discussions were in response to increased activity on the premises and an inspection of the site that showed more than 75 trailers stored throughout. Enforcement of these violations has been put on hold pending the City Council action on the IU. If the IU is not approved, the applicant will be required to immediately remove the stored trailers.

## **REVIEW OF INTERIM USE APPLICATION**

To arrive at its recommendation, Planning staff considers the relevant code section, input gathered at the open house, and comments from DRC members. In this case the Code Section is 1009.03:

*The purpose statement for this section indicates that: Certain land uses might not be consistent with the land uses designated in the Comprehensive Land Use Plan, and they might also fail to meet all of the zoning standards established for the district within which they are proposed; some such land uses may, however, be acceptable or even beneficial if reviewed and provisionally approved for a limited period of time. The purpose of the interim use review process is to allow the approval of*

*interim uses on a case-by-case basis; approved interim uses shall have a definite end date and may be subject to specific conditions considered reasonable and/or necessary for the protection of the public health, safety, and general welfare.*

Section 1009.03D of the City Code specifies that three specific findings must be made in order to approve a proposed INTERIM USE (IU):

- a.** *The proposed use will not impose additional costs on the public if it is necessary for the public to take the property in the future.* This is generally intended to ensure that a particular interim use will not make the site costly to clean up if the City were to acquire the property for some purpose in the future. In this case, the Planning Division understands that many of the semi-trailers are currently loaded with clothes, furniture, and other non-combustible items that are the property of Goodwill Industries. These trailers would pose limited environmental risk to the City if it were to acquire the site; therefore the Planning Division staff believes that the IU would not have significant negative effects on the land. That said, there is a financial burden tied to the removal of nearly 100 semi-trailers, should the City be required to remove them. If the applicant began to store trailers that contained other types of cargo, there could be additional environmental risks.
- b.** *The proposed use will not create an excessive burden on parks, streets, and other public facilities.* Storage and staging of semi-trailers is viewed by the Planning Division to be a similar use to that which was historically conducted on the premises. As such, the Division believes that the proposed IU would not constitute an excessive burden on streets, parks, or other facilities, especially given the former use as a motor freight terminal. As it is currently operating, few trailers come and go on a daily basis – most sit unmoved for long periods of time. However, the Planning Commission could set a limitation on weekly or daily trips to minimize future traffic impact.
- c.** *The proposed use will not be injurious to the surrounding neighborhood or otherwise harm the public health, safety, and general welfare.* There were no concerns raised at the June 30, 2015, open house regarding the IU for this property. The Planning Division staff believes that, in the short term, the proposed trailer storage would not be injurious to the surrounding neighborhood, especially since the proposed use would generate limited noise, does not deal with chemicals, and would have limited vehicle movements on Fairview Avenue. Similarly, the Division has concluded that the short-term storage of trailers (3 years or less) would not harm the public health, safety, or general welfare of the area.

The proposal does have two issues that could potentially harm public health: 1) If the trailers were to contain items that had the potential to leak hazardous materials that could become an environmental concern; 2) the Fire Marshal has indicated that the current trailer storage configuration is a fire hazard and would be very difficult for the fire department to extinguish if a fire were to occur in the interior. The Fire Marshal has indicated that in order to reduce the fire danger, the IU should include the requirement of a trailer parking plan that provides for stacking of no more than 2 trailers back-to-back, minimum separation between trailers of 5 feet, and fire access lanes. It is also important that the trailers remain locked and secured so that they do not become a magnet for crime.

Although the IU will not likely impose costs, create an excessive burden, or be injurious to the neighborhood, the Planning Division does have concerns with the subject proposal as it is currently operating. Specifically, Twin Lakes has spent decades shedding its image as a center for trucking and is beginning to transition to retail, office, and hotel uses. In addition, in 2016, the City will be extending Twin Lakes Parkway to Fairview Avenue, bringing a higher level of aesthetics to the Fairview area. Allowing mass storage of semi-trailers could be viewed as taking a step backwards towards the previous trucking character. Historically the use of the cross-dock motor freight terminal on this site was low intensity when compared to other motor freight terminals and uses in the area. Aerial photography from 1974 to 2011 indicates trailers at the cross dock and some trucks and trailers parked or stored on the premises. Trucks parked or stored were usually in the north lot adjacent the middle Fairview access on the two concrete strips north of the building. The few vehicles that appear in the front yard seem to be employee vehicles, not semi-trucks or trailers.

The property currently contains more than 100 semi-trailers (Attachment F) parked/stored throughout the premises. This includes approximately 26 trailers in the front yard (the imaginary line extending the width of the lot at the front of the building), 70 parked four deep in the northern lot (includes front yard trailers), 20 at the rear of property and adjacent to the back of the building, and approximately 20 trailers parked along the south of the property. While storage of semi-trailers is not generally a problem, storage of trailers in the front yard has a visual impact on Fairview and the surrounding properties. Such storage also blocks site access and when parked four-deep, eliminates proper vehicle circulation and is considered a fire hazard.

Based on staff discussion and inspection and analysis of the current operation on the premises to ensure that the property does not become an outdoor storage facility, the Planning Division recommends that a storage/staging plan, addressing the following items, must be submitted to the City for review and approval:

- No trailers will be allowed in the front yard or the first 70 feet of the lot from Fairview Avenue.
- No trailers will be allowed to be parked behind the building. This area must be free of trailers to allow for clear vehicle circulation around the building, especially in case of emergency.
- Access to the site shall use the south and middle Fairview access points, and these drive lanes shall be amply sized.
- Trailers parked/stored in the south lot area shall be parked either next to the building or south of the building and must be set back 10 feet from the property line with a minimum of 30 feet between trailer and building for a clear drive lane to the rear and around the building.
- Trailers can be parked back-to-back, but must have a minimum 5-foot separation between trailers.
- All trailers shall be on a paved surface and set back a minimum of 10 feet from the north, east, and south property line.
- Fire lanes shall be provided throughout the site so that emergency apparatus can access the property in case of fire or accident. These access lanes (final width and number) shall be approved the Fire Marshall.

Additionally, the building and site are showing signs of disrepair and will require maintenance and/or improvement, including grass cutting, weed removal, and or shrub care throughout the site. Also, all dock doors need repair as do the trailer coverings along the south docks.

Furthermore, the Planning Division supports the removal of the building and the proper repair and restoration of the site to support additional trailer storage. Should this occur, the Planning Division would require a new plan indicating site access and vehicle maneuverability, as well as a new trailer storage plan.

#### **PUBLIC COMMENT**

As of the time this report was prepared, Planning Division staff has not received any comments or questions from the public. The open house, held on June 30, 2015, and attended by two residents and two Planning Commissioners, did not produce any questions, concern, or issues regarding the proposed use.

#### **STAFF RECOMMENDATION**

Based on the comments and findings of this report, the Planning Division recommends approval of the proposed INTERIM USE, subject to the following:

1. A trailer storage and staging plan shall be submitted to the City that addresses the following conditions:
  - a. No parking of trailers in the first 70 feet of the lot.
  - b. No parking of trailers behind the building.
  - c. The south and middle access from/to Fairview Avenue and the interior lot drive lanes shall be free of obstructions and be a minimum of 30 feet wide.
  - d. Trailers parked/stored in the south lot area shall be parked either next to the building or south of the building and must be set back a minimum of 10 feet from the property line with a minimum of 30 feet between trailer and building for a clear drive lane to the rear and around the building.
  - e. Trailers parked in the north parking lot can be parked back-to-back.
  - f. All trailers must have a minimum 5-foot separation between each trailer.
  - g. All trailers shall be on a paved surface and set back a minimum of 10 feet from the north, east, and south property line.
  - h. Fire lanes shall be provided a minimum of 30 feet in width and approved (final width and number) by the Fire Marshal to provide adequate access in case of a fire.
  - i. There shall be no outdoor storage of anything except trailers.
  - j. Shipping containers, cabs, or other storage is not permitted.
  - k. No hazardous or dangerous materials shall be stored in the trailers. No materials that are likely to attract vermin or other pests shall be stored in the trailers.
  - l. All trailers shall be locked and secured.

2. Grass, weeds, and shrubs shall be cut or removed from the lot, especially those in the front of the building.
3. If it is to remain, the former cross-dock facility shall be brought up to current property maintenance standards including, but not limited to the following:
  - a. All garage doors (west and north) shall be repaired.
  - b. All cross-dock trailer covers shall be repaired or removed.
4. This approval shall expire at 11:59 p.m. on September 30, 2018, at which time all trailers at 2720 Fairview Avenue must be removed.
5. Prior to the building being razed, the property owner must submit a site access, vehicle maneuverability, and trailer storage plan to the Planning Division for approval. This plan must also include the restoration of the building area and any subsequent disturbance with an approved surface such as asphalt.

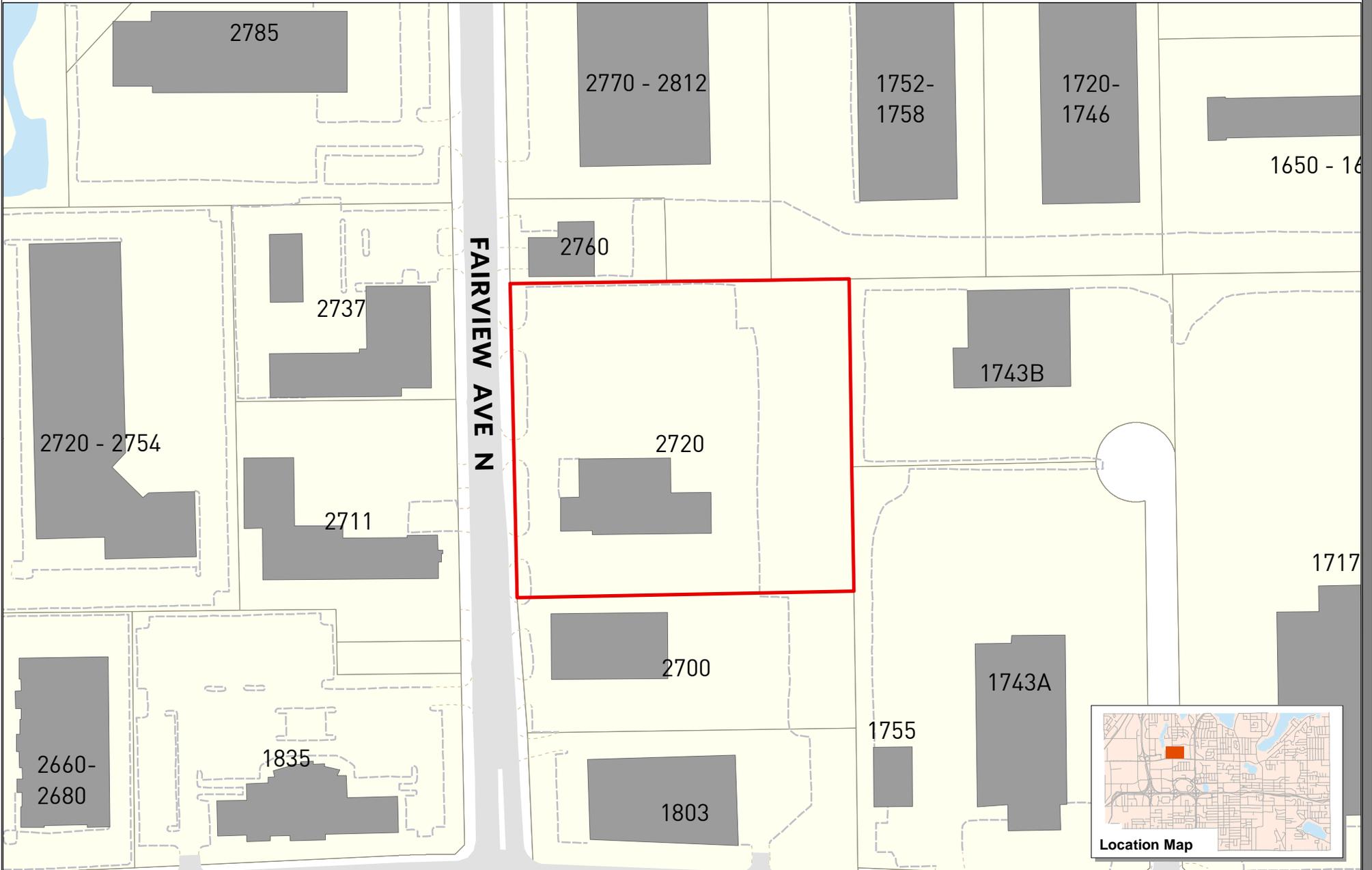
**SUGGESTED PLANNING COMMISSION ACTION**

**By motion, recommend approval of the INTERIM USE allowing outdoor storage of semi-truck trailers at 2720 Fairview Avenue**, based on the comments and findings and the recommendation of this staff report.

**Prepared by: City Planner Thomas Paschke 651-792-7074 | [Thomas.paschke@cityofroseville.com](mailto:Thomas.paschke@cityofroseville.com)**

Attachments: A: Area map  
B: Aerial photo  
C: Written narrative  
D: Open house summary  
E: Historical aerial photos  
F: Site photos

# Attachment A for Planning File 15-016



Prepared by:  
Community Development Department  
Printed: August 17, 2015



### Site Location

Comp Plan / Zoning  
Designations  
LR / LDR-1

#### Data Sources

\* Ramsey County GIS Base Map (8/2/2015)

For further information regarding the contents of this map contact:

City of Roseville, Community Development Department,  
2660 Civic Center Drive, Roseville MN

#### Disclaimer

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mapdoc: planning\_commission\_location.mxd

# Attachment B for Planning File 15-016



**Site Location**

**Data Sources**

- \* Ramsey County GIS Base Map (8/2/2015)
- \* Aerial Data: MnGeo (4/2012)

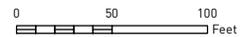
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**Disclaimer**

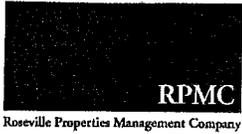
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**Location Map**



Prepared by:  
 Community Development Department  
 Printed: August 18, 2015



Request for Interim Use Permit

Address: 2720 Fairview Ave N, Roseville, MN

Owner's Representative: Chad Commers

History:

This property housed a trucking cross dock, repair, and storage facility for decades. Current ownership purchased it and continued to use it as such while the surrounding Twin Lakes area continued to find its identity. However, now the structure is becoming more and more need of expensive capital repairs to extend its life. Given that the surrounding community is moving forward with a number of proposals, ownership feels it would not benefit anyone to extend the life when everyone would prefer redevelopment to occur.

Interim Use Request:

Until the greater Twin Lakes area, including the 20 acre parcel adjacent to the east has defined its long term zoning, pedestrian and vehicle access points, and users, it is premature to redevelop this property in a way that could hinder the larger vision. Due to this, ownership and the applicant are requesting an interim use permit that would allow for the continued storage and staging of trailers and vehicles at this site until a tenant is identified for whom a building can be constructed.

Kindest Regards,

Chad Commers

Roseville Properties Management Co.

651-633-6312



RE: 2720 Fairview Ave. N & 2211 County Road C2 W Open House for Interim Use Permit

On Tuesday June 30<sup>th</sup>, 2015, as required by Roseville City Code, RPMC held an open house in the Fireside Room at the John Rose Oval. This open house was publicized as required to the appropriate individuals and businesses on the list developed by Roseville City Staff.

Carol Erickson, Lisa McCormick, Jim Bull and Jim Daire were present at the open house. RPMC presented some of the projects which have been completed over the last fifteen years in Roseville and explained the history of RPMC back to 1978 when the first investments in Roseville were made. Next, everyone discussed the two sites that were the impetus for the open house, historical uses as trucking related sites, current uses as trailer storage, and how these sites were simply being "warehoused" as Mr. Daire categorized it, until market conditions and surrounding development provide the opportunity for a viable redevelopment plan that could be acted on. Furthermore, and specific to 2720 Fairview, it was discussed that RPMC is exploring the option of tearing down the existing structure to prepare the site for future redevelopment as well as to allow for increased trailer storage in the interim to offset some of the costs involved with ongoing expenses and the demolition. In addition, RPMC's current 2015-2016 capital improvement projects of 2575 Fairview (2015) and 2579 Fairview (2016) were described to those in attendance in an effort to properly convey that RPMC feels it is best practice to focus on developing great results through detailed attention to fewer projects, versus opening the door to mediocre results by spreading ourselves too thin. My impression was that everyone understood and agreed with this approach, and because of that, as well as in light of a fifteen year capital improvement history within the City of Roseville, all were in favor of granting our requests for Interim Use Permits for both sites. That sentiment is also in line with numerous phone calls I received from recipients of the mailer giving notice of the open house, so the conclusion I have reached is that the community is supportive of granting an Interim Use Permit for both sites.

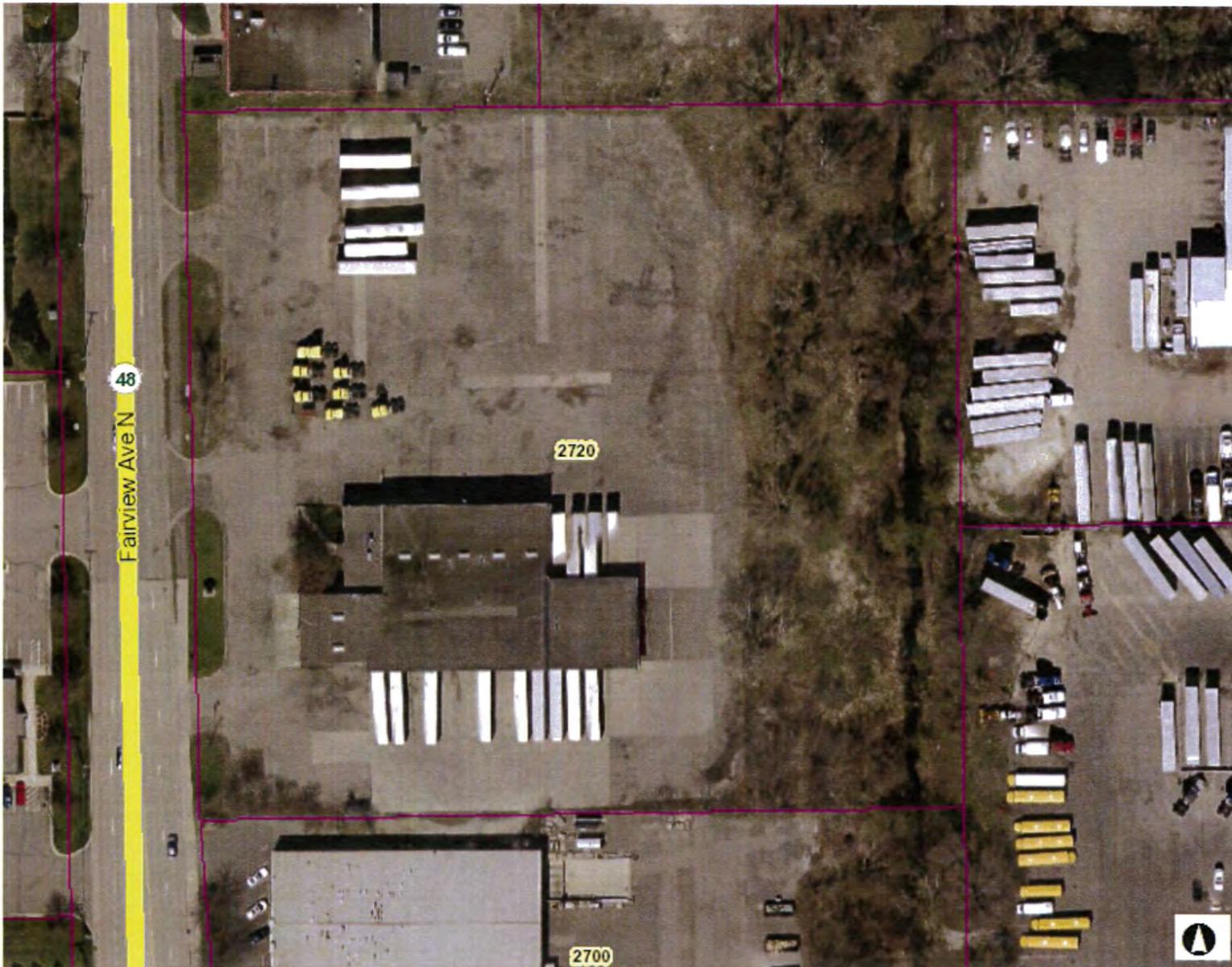
Sincerely,

A handwritten signature in cursive script that reads "Chad Commers".

Chad Commers

Vice President

Roseville Properties Management Co.



Legend



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

Notes

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Legend



- City Halls
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Legend



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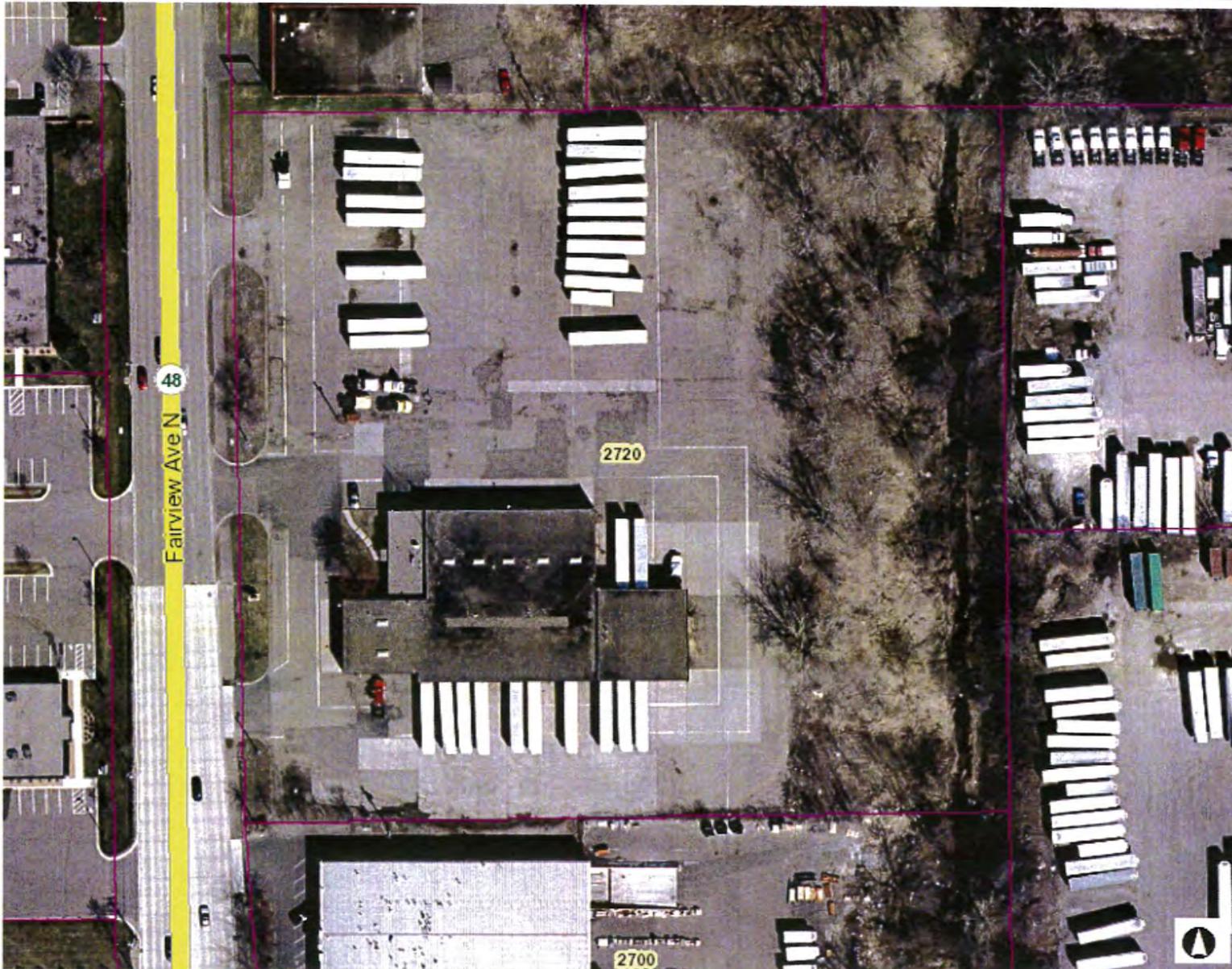
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Legend



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-  Schools
-  Hospitals
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-  Parcel Points
-  Parcel Boundaries
-  Airports

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Notes

Enter Map Description



Legend



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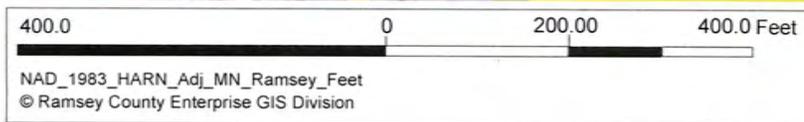
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Legend



- City Halls
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- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- Airports

Notes

Enter Map Description











**AVAILABLE**  
CROSS DOCK FACILITY

REBOX

REBOX

REBOX

REBOX

REBOX











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53-9974



# REQUEST FOR PLANNING COMMISSION ACTION

DATE: 9/2/2015

ITEM NO: 5e

Department Approval

Agenda Section  
**PUBLIC HEARINGS**

Item Description: Request by for approval of outdoor semi-trailer storage as an interim use at 2211 and 2217 County Road C2 (PF15-017)

### APPLICATION INFORMATION

Applicant: Roseville Properties  
 Location: 2211 and 2217 County Road C2  
 Property Owner: 1926 Grand Avenue, LLC  
 Open House: June 30, 2015  
 Application Submission: Received August 7, 2015; considered complete August 10, 2015  
 City Action Deadline: October 7, 2015

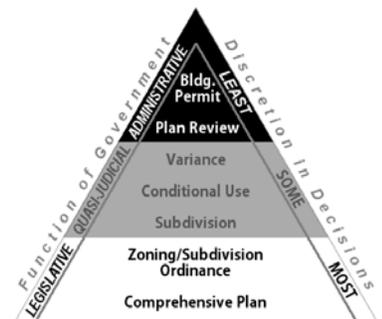
### GENERAL SITE INFORMATION

#### Land Use Context

	Existing Land Use	Guiding	Zoning
Site	Trailer/container storage, semi-truck rental, leasing, and sales, and concrete construction company.	I	I
North	Landscape, fencing, and contractor yards – Action Fence and Carlson LaVine	I	I
West	Transfer and warehouse storage – Berger Transfer	I	I
East	Truck and construction equipment sales – Nuss Trucking and Equipment	I	I
South	Truck servicing – Universal Truck Service	I	I

**Natural Characteristics:** The 2211 property is developed with multiple connected buildings, parking along Partridge and County C2, and mostly gravel along the west side of building. The property appears to be at its highest point at the intersection of C2 and Partridge then slopes west and south. The 2217 property includes a single building with pavement and gravel, and slopes south and slightly west. The vacant parcel on the west side of the property is all gravel and slopes slightly south. None of the properties lie within a wetland or shoreland management zone.

**History:** PF3111 – Boater’s Outlet IU for weekend owner to buyer lot on the western parcel.



Action taken on an interim use proposal is **legislative** in nature; the City has broad discretion in making land use decisions based on advancing the health, safety, and general welfare of the community.

## **REQUEST**

Roseville Properties has applied for an Interim Use (IU) to utilize the former motor freight terminal for storing semi-trailers. The proposal seeks to store and stage trailers throughout the site, maximizing the parking fields with trailers. The proposal does not propose any site or building improvements or maintenance. It is anticipated that there would not be any on-site employment or office space associated with this IU request. A detailed narrative of proposed use is included with this report as Attachment C.

An applicant seeking approval an INTERIM USE is required to hold an open house meeting to inform the surrounding property owners and other interested individuals of the proposal, to answer questions, and to solicit feedback. The open house for this application was held on June 30, 2015; the brief summary of the open house meeting provided by the applicant is included with this staff report as Attachment D.

## **BACKGROUND**

The subject property is located in City Planning District 11, has a Comprehensive Plan designation of Industrial (I), and has a zoning classification of Industrial (I) District. Planning District 11 is the area bound by the city boundary of New Brighton to the north, Interstate 35W to the east and south, the city boundaries of Minneapolis and St. Anthony to the west, and County Road 88 to the northwest. The majority of the district retains an industrial land use designation to sustain existing uses and to provide an area for similar uses to locate. It is recognized, however, that some existing industrial property is under-utilized. Non-industrial land uses may be considered if compatible with overall plans for this district.

In 1959, the Village of Roseville adopted the first Official Zoning Map and Zoning Code, which established specific use requirements and created the Light Industrial (I-1) District; the Code also established outdoor storage required a special use permit. In the 1980s the special use permit became known as a conditional use permit, and in 2013 the definition of outdoor storage changed some uses to permitted and others to conditional. As of today, storage of motor freight trailers or containers is not a permitted or conditional use in any district in the City. It would be allowed only accessory to an approved conditional use for a motor freight terminal.

The site was originally developed in 1954, with building additions in subsequent years. The historic use of the site has been trucking related (including truck service/wash bays and fuel sales); storage of trailers does not appear to be a use originally established on the west parcel. The west parcel, near the railroad tracks and under the high-wire power lines, was mostly underutilized until the early 2000s when Boaters Outlet stored boats throughout the property and had its business in the 2211 County Road C2 building. After Boaters relocated to 1705 County Road C, the site has seen its share of prohibited storage uses as is evidenced by the aerial photos from 2006, 2008, 2009, and 2011 (Attachment E). The storage of semi-trailers on this site is not a grandfathered use.

Over the years, the Community Development Department has been enforcing issues on the premises, including the types of uses that occupy the building and site, the condition of buildings (specifically the former truck wash structures), and storage of various prohibited items. In April 2015, the City Planner notified the property owner of a number of zoning infractions on the premises, including the contractor yard, outdoor storage of various goods and materials, and trailer storage (Attachment F). The enforcement of these violations has been put on hold pending the City Council action on the IU. If the IU is not approved, the applicant will have to immediately remove the trailers stored on the premises.

## REVIEW OF INTERIM USE APPLICATION

To arrive at its recommendation, Planning staff considers the relevant code section, input gathered at the open house, and comments from DRC members. In this case the Code Section is 1009.03:

*The purpose statement for this section indicates that: Certain land uses might not be consistent with the land uses designated in the Comprehensive Land Use Plan, and they might also fail to meet all of the zoning standards established for the district within which they are proposed; some such land uses may, however, be acceptable or even beneficial if reviewed and provisionally approved for a limited period of time. The purpose of the interim use review process is to allow the approval of interim uses on a case-by-case basis; approved interim uses shall have a definite end date and may be subject to specific conditions considered reasonable and/or necessary for the protection of the public health, safety, and general welfare.*

Section 1009.03D of the City Code specifies that three specific findings must be made in order to approve a proposed INTERIM USE (IU):

- a. *The proposed use will not impose additional costs on the public if it is necessary for the public to take the property in the future.* This is generally intended to ensure that a particular interim use will not make the site costly to clean up if the City were to acquire the property for some purpose in the future. In this case, the Planning Division understands that many of the semi-trailers are currently loaded with clothes, furniture, and other items, which are the property of Goodwill Industries. These trailers pose limited environmental risk to the City if it were to acquire the site, so Planning Division staff believes that the IU would not have significant negative effects on the land. That said, there is a financial burden tied to the removal of approximately 75 semi-trailers, should the City be required to remove them. If the applicant began to store trailers that contained other cargo, there could be additional environmental risks.
- b. *The proposed use will not create an excessive burden on parks, streets, and other public facilities.* Storage and staging of semi-trailers is viewed by the Planning Division to generate limited impacts to the area, especially on the roadways. This area includes warehousing, distribution, and motor freight transfer which is generally industrial. These uses (similar to that proposed) tend not to generate traffic impacts in this area since the trailers sit unmoved for much of the time. As such, the Division believes that the proposed IU would not constitute an excessive burden on streets, parks, or other facilities, especially given the location.
- c. *The proposed use will not be injurious to the surrounding neighborhood or otherwise harm the public health, safety, and general welfare.* There were no concerns raised at the June 30, 2015, open house regarding the IU for this property. The Planning Division staff believes that in the short-term, proposed trailer storage would not be injurious to the surrounding neighborhood, especially since the site would generate limited noise, does not deal with chemicals, and would have limited vehicle movements on County Road C2 and Long Lake Road. The proposal does have two issues that could potentially harm public health: 1) if the trailers were to contain items that had the potential to leak hazardous materials that could become an environmental concern; 2) the Fire Marshal has indicated that the current trailer storage configuration is a fire hazard and would be very difficult for the fire department to extinguish if a fire were to occur in the interior. The Fire Marshal has indicated that in order to reduce the fire danger, the IU should include the requirement of a trailer parking plan that provides for stacking of no more than 2 trailers back-to-back, minimum separation between trailers of 5 feet, and fire access lanes. It is also important that the trailers remain locked and secured so that they do not become a magnet for crime.

The Planning Division does have some concerns with the existing uses on the site and subject proposal. In an inspection completed in April 2015, the City Planner noted a number of outdoor storage violations on the site. Items such as loose materials, equipment, and vehicles were not stored properly. Especially concerning was/is the large pile of gravel. Not as concerning, but still needing attention, is the semi-truck leasing and sales business. As proposed, some of the trailers, construction equipment, semi-trucks, and vehicles are to be stored on areas that are not currently paved. The Zoning Ordinance requires that all areas used for parking be paved in accordance with Section 1019.11.F. The Planning staff supports the temporary parking of trailers and the activities of SRC on the existing gravel/sand. Compliance with the City Code to pave these parking areas will be sought within 3 years.

Given the variety of uses on the subject property, it would also be helpful to establish some parameters for vehicle storage on the premises. As currently being utilized, semi-cabs fill the site, and portions of the former fuel canopy and the contractor yard includes numerous vehicles, pieces of equipment, and materials.

Aerial photography from 1974 to 2011 indicates mostly light industrial trucking business uses (sales, service, and truck wash), with the rear lot having very limited activity until 2003 when Boaters Outlet started storing boats there. It does appear that the area was leased from time to time by the motor vehicle dealers along Long Lake Road for new vehicle storage. In 2009 the storage changed to containers and trailers. While the Planning Division is not opposed to storage of semi-trailers, a contractor yard, semi-truck service, or leasing and sales activities, there are a few matters that need to be addressed in this IU.

Based on staff discussion and inspection and analysis of the current operation on the premises to ensure that the property does not become a long-term outdoor storage facility, contractor yard, or semi-truck sales and leasing facility, the Planning Division recommends the following:

1. All trailers on the west parcel shall be stored in a manner that neatly aligns the trailers in a north/south fashion; the trailers can be parked two-deep.
2. No trailers will be allowed along the east fence, as this area shall be used as the drive lane and access to/from County Road C2.
3. No containers will be allowed to be stored on the western parcel.
4. The 2217 property must install an 8-foot opaque screen fence, which shall extend from the front of the building west to the fence on the western property and from rear of the building to the 2211 building (north of the fuel canopy). This fence is required in order to screen the storage and activities in the interior.
5. All equipment and construction items, seasonal or other, must be stored on an approved all-weather surface.
6. All loose materials such as gravel, sand, or other product, must be placed in storage compartments.
7. The large gravel pile in the middle of the 2211 property must be removed by June 1, 2016.
8. Semi-tractor sales and leasing shall be conducted only in the southeast corner parking lot and along the east side of quonset hut back to the fuel canopy.
9. If the fuel canopy is removed, its area can be used for service vehicle staging.

10. The property owner shall bring the building and site into full compliance with the City Code by September 1, 2018, and verify with the City Planner and Code Enforcement staff. Failure to bring the site into compliance will result in an immediate suspension of the IU and the applicant would need to immediately remove all trailers and SRC cease operations until compliance could be demonstrated.
11. Trailers shall not be allowed to store dangerous or hazardous items and they must be secured.
12. A plan showing access lanes and trailer spacing approved by the Fire Marshal shall be provided.

#### **PUBLIC COMMENT**

As of the time this report was prepared, Planning Division staff has not received any comments or questions from the public. The open house, held on June 30, 2015, and attended by two residents and two Planning Commissioners, did not produce any questions, concern, or issues regarding the proposed use.

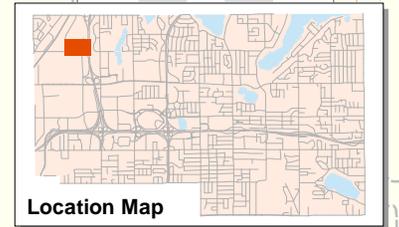
#### **STAFF RECOMMENDATION**

Based on the comments and findings of this report, the Planning Division recommends approval of the proposed INTERIM USE, subject to the condition that:

1. A trailer storage and staging plan shall be submitted to the City that addresses the following conditions:
  - a. Trailers parked/stored on the west parcel shall be set back a minimum of 10 feet from all property lines.
  - b. Trailers can be parked/stored back-to-back.
  - c. All trailers must have a minimum 5-foot separation between each trailer.
  - d. No trailers will be allowed along the east fence, as this area shall be used as the main access and most likely drive lane to/from County Road C2.
  - e. Fire lanes shall be provided at a minimum of 30 feet in width and approved (final width and number) by the Fire Marshal to provide adequate access in case of a fire.
  - f. There shall be no outdoor storage of anything except trailers.
  - g. Shipping containers, cabs, or other storage is not permitted.
  - h. No hazardous or dangerous materials shall be stored in the trailers. No materials that are likely to attract vermin or other pests shall be stored in the trailers.
  - i. All trailers shall be locked and secured.
2. The 2217 property (SRC) must install an 8-foot opaque screen fence, which shall extend from the front of the building west to the fence on the western property and from rear of the building to the 2211 building (north of the fuel canopy). This fence is required in order to screen the storage and activities in the interior.
3. All equipment and construction items, seasonal or other, of SRC must be stored on an all-weather surface.
4. All loose materials, such as gravel, sand, or other product of SRC must be placed in storage compartments.



# Attachment A for Planning File 15-017



Prepared by:  
Community Development Department  
Printed: August 17, 2015



### Site Location

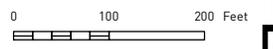
Comp Plan / Zoning  
Designations  
LR / LDR-1

### Data Sources

\* Ramsey County GIS Base Map (8/2/2015)  
For further information regarding the contents of this map contact:  
City of Roseville, Community Development Department,  
2660 Civic Center Drive, Roseville MN

### Disclaimer

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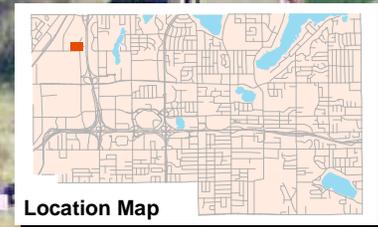
mapdoc: planning\_commission\_location.mxd

# Attachment B for Planning File 15-017



PARTRIDGE RD

EV ROAD C2 W



Location Map



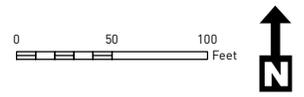
Prepared by:  
Community Development Department  
Printed: August 18, 2015



Site Location

**Data Sources**  
 \* Ramsey County GIS Base Map (8/2/2015)  
 \* Aerial Data: MnGeo (4/2012)  
 For further information regarding the contents of this map contact:  
 City of Roseville, Community Development Department,  
 2660 Civic Center Drive, Roseville MN

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Request for Interim Use Permit

Address: 2211 County Road C2, Roseville, MN

Owner's Representative: Chad Commers

History:

This property housed a truck fueling and washing station for many years run by a husband and wife. Tragically, when she passed away, the husband overcome with grief, failed to keep the property up. Current ownership purchased it and has made best attempts to improve it, as well as lease it out while they continue working to identify tenants to occupy a redevelopment. Historically, the property has always had a component of outdoor storage use, including storage of boats, trailers, trucks, and cars.

Interim Use Request:

Until a lead tenant can be identified, it is premature to redevelop the property. Given that, ownership and the applicant are requesting an interim use permit that would allow for the continued storage and staging of trailers and vehicles at this site until a tenant is identified for whom a building can be constructed.

Kindest Regards,

Chad Commers

Roseville Properties Management Co.

651-633-6312



RE: 2720 Fairview Ave. N & 2211 County Road C2 W Open House for Interim Use Permit

On Tuesday June 30<sup>th</sup>, 2015, as required by Roseville City Code, RPMC held an open house in the Fireside Room at the John Rose Oval. This open house was publicized as required to the appropriate individuals and businesses on the list developed by Roseville City Staff.

Carol Erickson, Lisa McCormick, Jim Bull and Jim Daire were present at the open house. RPMC presented some of the projects which have been completed over the last fifteen years in Roseville and explained the history of RPMC back to 1978 when the first investments in Roseville were made. Next, everyone discussed the two sites that were the impetus for the open house, historical uses as trucking related sites, current uses as trailer storage, and how these sites were simply being "warehoused" as Mr. Daire categorized it, until market conditions and surrounding development provide the opportunity for a viable redevelopment plan that could be acted on. Furthermore, and specific to 2720 Fairview, it was discussed that RPMC is exploring the option of tearing down the existing structure to prepare the site for future redevelopment as well as to allow for increased trailer storage in the interim to offset some of the costs involved with ongoing expenses and the demolition. In addition, RPMC's current 2015-2016 capital improvement projects of 2575 Fairview (2015) and 2579 Fairview (2016) were described to those in attendance in an effort to properly convey that RPMC feels it is best practice to focus on developing great results through detailed attention to fewer projects, versus opening the door to mediocre results by spreading ourselves too thin. My impression was that everyone understood and agreed with this approach, and because of that, as well as in light of a fifteen year capital improvement history within the City of Roseville, all were in favor of granting our requests for Interim Use Permits for both sites. That sentiment is also in line with numerous phone calls I received from recipients of the mailer giving notice of the open house, so the conclusion I have reached is that the community is supportive of granting an Interim Use Permit for both sites.

Sincerely,

A handwritten signature in black ink that reads "Chad Commers". The signature is written in a cursive style.

Chad Commers

Vice President

Roseville Properties Management Co.



2011 Aerial



200.0 100.0 0 200.0 Feet

NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet  
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Legend



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

Notes

Enter Map Description



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Legend



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

Notes

Enter Map Description



2008 Aerial



Legend



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

Notes

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2006 Aerial



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Legend



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

Notes

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2003 Aerial



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Legend



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

Notes

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1991 Aerial



Legend



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

Notes

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1985 Aerial



Legend



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

Notes

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1974 Aerial



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Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- GISRASTER.GISPUB.IMAGE
- High : 255
- Low : 0
- Airports

Notes

Enter Map Description



TRUCK  
WASH  
CLOSED

































Division Approval



Agenda Section

**PUBLIC HEARINGS**

Item Description: Request by City of Roseville for approval of amendments to the 2030 Comprehensive Plan and Zoning Code pertaining to various properties within the Twin Lakes redevelopment area (**PROJ0026**)

**APPLICATION REVIEW DETAILS**

RPCA prepared: August 27, 2015

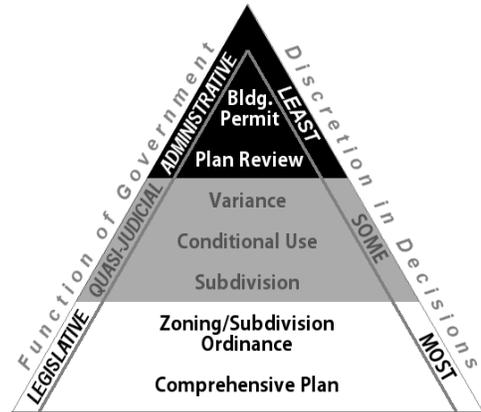
Public hearing: September 2, 2015

City Council action: September 21, 2015

Statutory action deadline: N/A

**LEVEL OF CITY DISCRETION IN DECISION-MAKING**

Action taken on proposed Comprehensive Plan and zoning amendments is **legislative** in nature; the City has broad discretion in making land use decisions based on advancing the health, safety, and general welfare of the community.



1 **BACKGROUND**

2 The history of planning for development spans decades, but the present proposal is the  
3 culmination of a planning process beginning with public input meetings in January and February  
4 2015, which led to a progression of discussions with the City Council in March, April, May, and  
5 June. At the last of these City Council meetings, Planning Division staff was directed to initiate  
6 this process of amending the Comprehensive Land Use Plan map, amending the zoning map, and  
7 amending the text of the zoning code to effect the changes to Twin Lakes development  
8 regulations which came out of the public input sessions and the subsequent Council discussions.  
9 There is a robust public record of these meetings and discussions in the form of written reports,  
10 meeting minutes, and archived video, detailing how the present proposal took shape from the  
11 initial input sessions; because much of this information available from Roseville’s website  
12 (<http://www.cityofroseville.com/twinlakes>), it is not included with this RPCA.

13 **ANALYSIS OF THE PROPOSED COMPREHENSIVE LAND USE PLAN CHANGE**

14 The proposed Comprehensive Land Use Plan map change is limited to four parcels northwest  
15 and northeast of the intersection of Fairview Avenue with Twin Lakes Parkway and Terrace  
16 Drive. These parcels are currently guided for High-Density Residential development, and would  
17 change to be guided for Community Mixed-Use development, consistent with the preponderance  
18 of the Twin Lakes area. The existing and proposed Comprehensive Land Use Plan designations  
19 are illustrated in Attachment A.

20 The most significant effects of the proposed change would be to reduce required intensity of the  
21 multifamily development on these parcels and to broaden the scope of possible development

22 types beyond apartments and other residential products. This move away from residential  
23 development at a minimum of 12 dwelling units per acre and toward more varied development  
24 with potentially lower-intensity land uses would seem to be consistent with Land Use policy 6.2  
25 of the Comprehensive Plan, which is: “Where higher intensity uses are adjacent to existing  
26 residential neighborhoods, create effective land use buffers and physical screening.”

27 The land area of the Comprehensive Plan’s Planning District 10 is dominated by Twin Lakes,  
28 and re-guiding these parcels for Community Mixed-Use development advances the goals related  
29 to encouraging a balance of commercial and residential development types, although it does open  
30 additional land area to possible development of retail uses, whereas Planning District 10  
31 advocates against development which focuses primarily on shopping. On balance, Planning  
32 Division staff believes that the proposed change would not be in conflict with the overall  
33 guidance of the Comprehensive Plan.

#### 34 **ANALYSIS OF THE PROPOSED ZONING MAP CHANGE**

35 The most obvious aspect to the proposed zoning amendments is the zoning map change. As  
36 shown in Attachment B, the Twin Lakes area would no longer be a single Community Mixed-  
37 Use (CMU) zoning district and a high-density residential (HDR-1) zoning district, but it would  
38 be divided into four areas with four CMU districts that would regulate development intensity  
39 differently depending on each district’s proximity to more sensitive areas (e.g., lower-density  
40 residential neighborhoods and natural areas) or to more commercially-intensive areas (e.g.,  
41 existing shopping centers and major roadways). Given that the proposed CMU-1, CMU-2, CMU-  
42 3, and CMU-4 districts are all of equal or lesser intensity than the existing CMU district and are  
43 intended to provide a more gradual transition from more intensive commercial or residential  
44 development to low density residential neighborhoods and natural areas, Planning Division staff  
45 believes that the proposed zoning map change is consistent with the intent of the Comprehensive  
46 Plan.

47 The “Restricted Height Area” shown on the proposed zoning map is a 100-foot strip surrounding  
48 most of the lake portion of Langton Lake Park, and would limit the height of buildings in that  
49 area to 35 feet. The Restricted Height Area doesn’t overlap the proposed CMU-1 District because  
50 building height would be limited to the same 35 feet in that entire district. The graphic  
51 representing the Restricted Height Area will ultimately move to the regulating plan map, but it  
52 remains on the proposed zoning map so that the proposed zoning map and the proposed  
53 expansion of the regulating plan are presented in the public hearing in a way that is consistent  
54 with their presentation at the open house meeting.

#### 55 **SUMMARY OF THE PROPOSED ZONING TEXT CHANGE**

56 The proposed amendments to the text of the zoning code are illustrated as red, bold text (for  
57 insertions) and red strike-throughs (for deletions) in Attachment C. In general, the amendments  
58 are as follows:

- 59 • Addition of a definition for “large format retail”, a term introduced in the proposed CMU  
60 districts.
- 61 • Elimination of the CMU District from Table 1005-1, the multi-district table of land uses  
62 in the zoning chapter pertaining to the commercial districts. This column is proposed to  
63 be removed because adding three more CMU district columns to this table could  
64 overwhelm it. The land uses specific to the CMU districts are proposed to be located in a

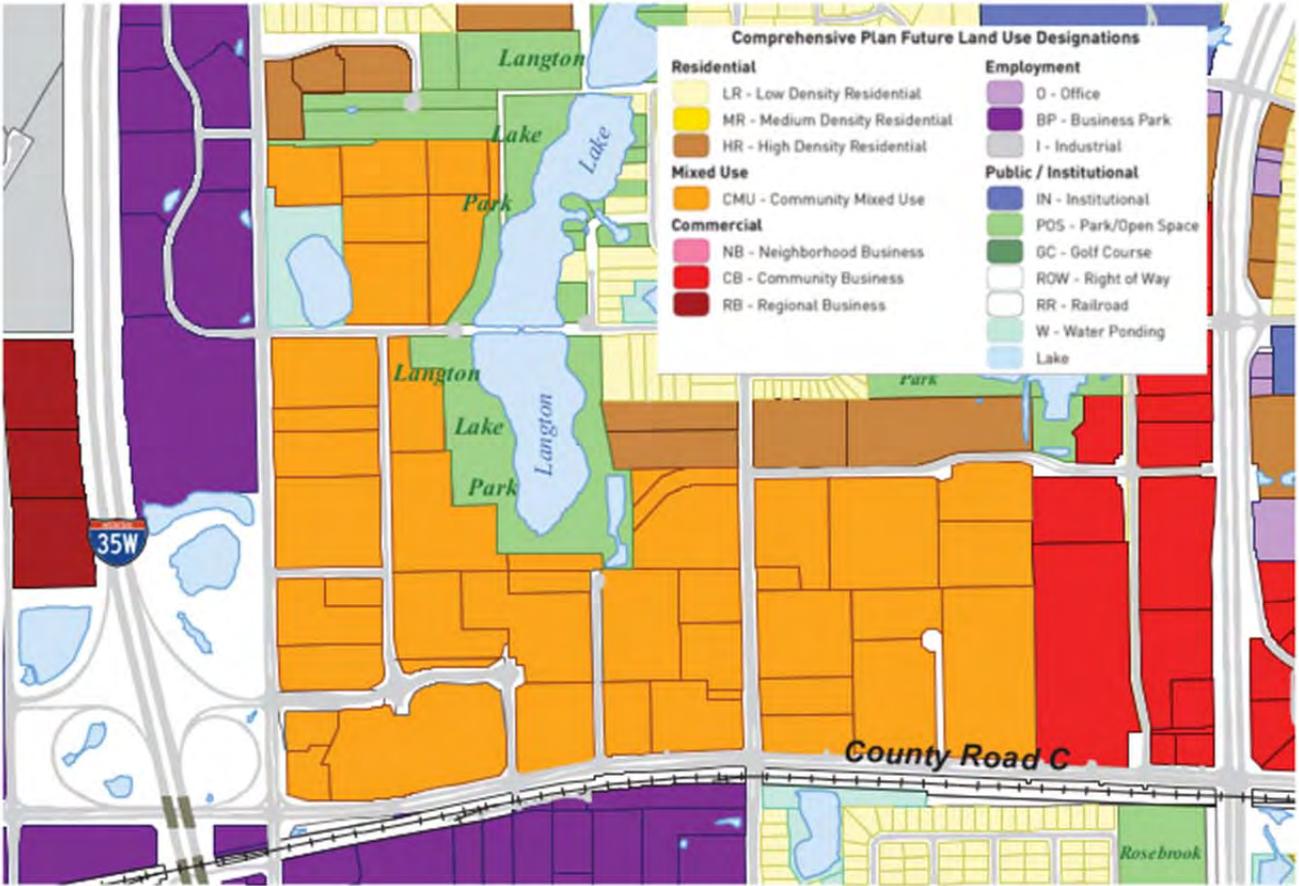
65 new table (Table 1005-5) later in the chapter. The one proposed addition to Table 1005-5  
66 which was neither in the existing Twin Lakes zoning districts nor explicitly discussed  
67 before now is “Laboratory for research, development, and/or testing.” This land use is  
68 presently allowed in the Office/Business Park District, and Planning Division included it  
69 in the proposal in the belief that it is consistent with the kind of corporate office and high-  
70 tech or bio-tech facilities that have long been promoted in the Twin Lakes area.

- 71 • Amendment to the introductory text of the CMU districts to recognize and explain the  
72 unique purposes for the four CMU districts.
- 73 • Expansion of the Twin Lakes Regulating plan from the existing “sub-area 1” (essentially,  
74 the area from County Road C2 to County Road C and from Cleveland Avenue to  
75 Fairview Avenue) to cover the entire CMU-zoned area.
- 76 • Amendments to limit building height. Building massing is regulated in the current CMU  
77 district, but total height is not limited.
- 78 • Amendment to the Table of Allowed Uses to explain that some uses are limited in their  
79 hours of operation in certain locations. This was initially discussed as a “24-hour” use in  
80 the table of uses itself, but defining a “24-hour” use for specific zoning districts turned  
81 out to be considerably more complicated than simply setting time-related regulations for  
82 particular uses in specific locations.
- 83 • Addition of a new Table of Allowed Uses within the four CMU districts. Many uses  
84 which are permitted by right in the existing Twin Lakes zoning districts are proposed as  
85 conditional uses in the CMU districts, particularly multi-family residential developments.  
86 The City Council discussions of the land use table used “conditional use” as a sort of  
87 proxy term for “not necessarily permitted by right, but can be allowed with some approval  
88 process like conditional use or planned unit development.” Since the Council’s final  
89 discussion on Twin Lakes zoning, the City Council invited a zoning consultant to begin a  
90 process of reintroducing planned unit development (PUD) as a “tool in the zoning  
91 toolbox.” Because the zoning code does not yet include provisions for creating new PUD  
92 developments, the proposed table of land uses does not include PUD as a method of  
93 reviewing and approving particular land uses. If the future creation of a PUD process  
94 identifies some of the land uses in Twin Lakes as PUD uses, the table can be amended as  
95 necessary at that time.

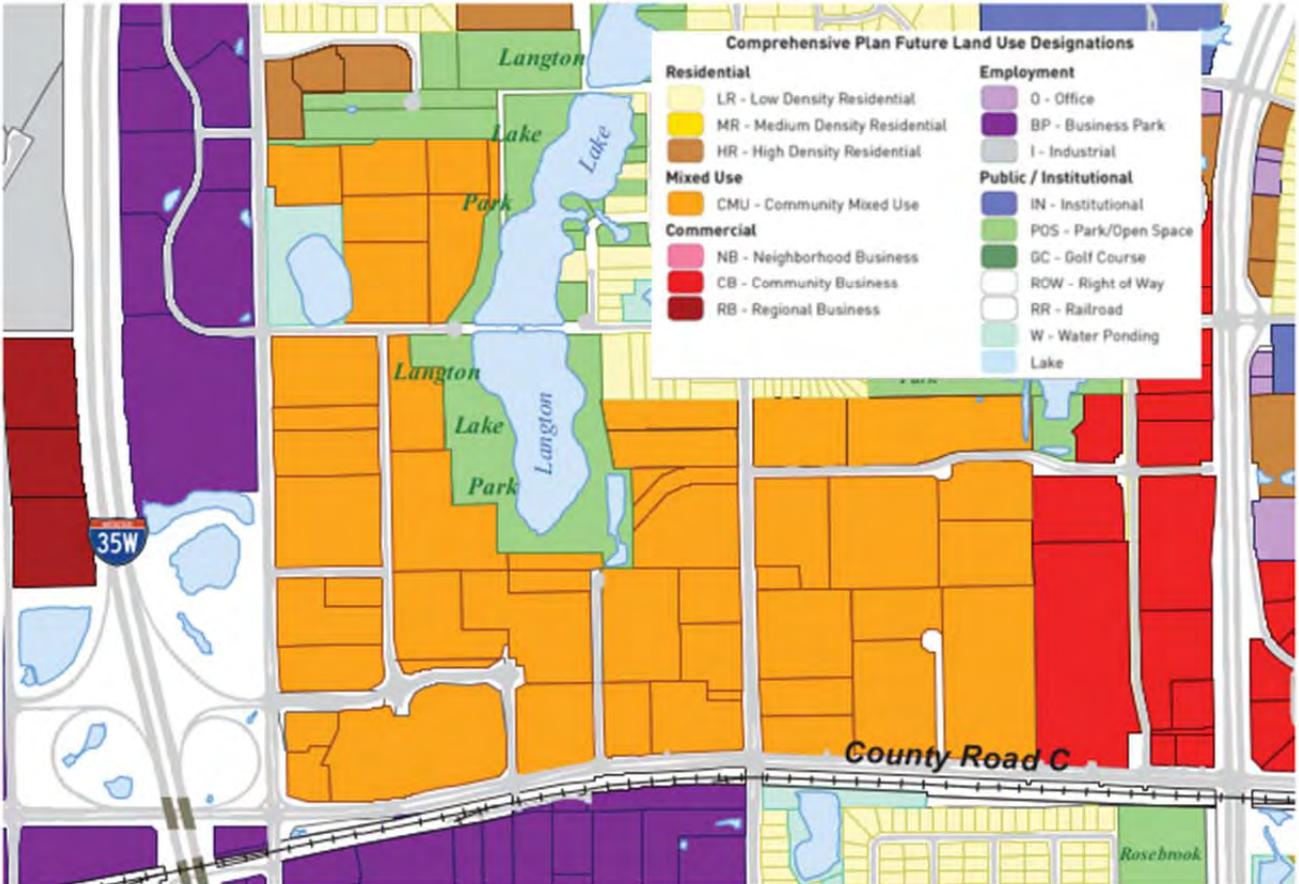
## 96 PUBLIC COMMENT

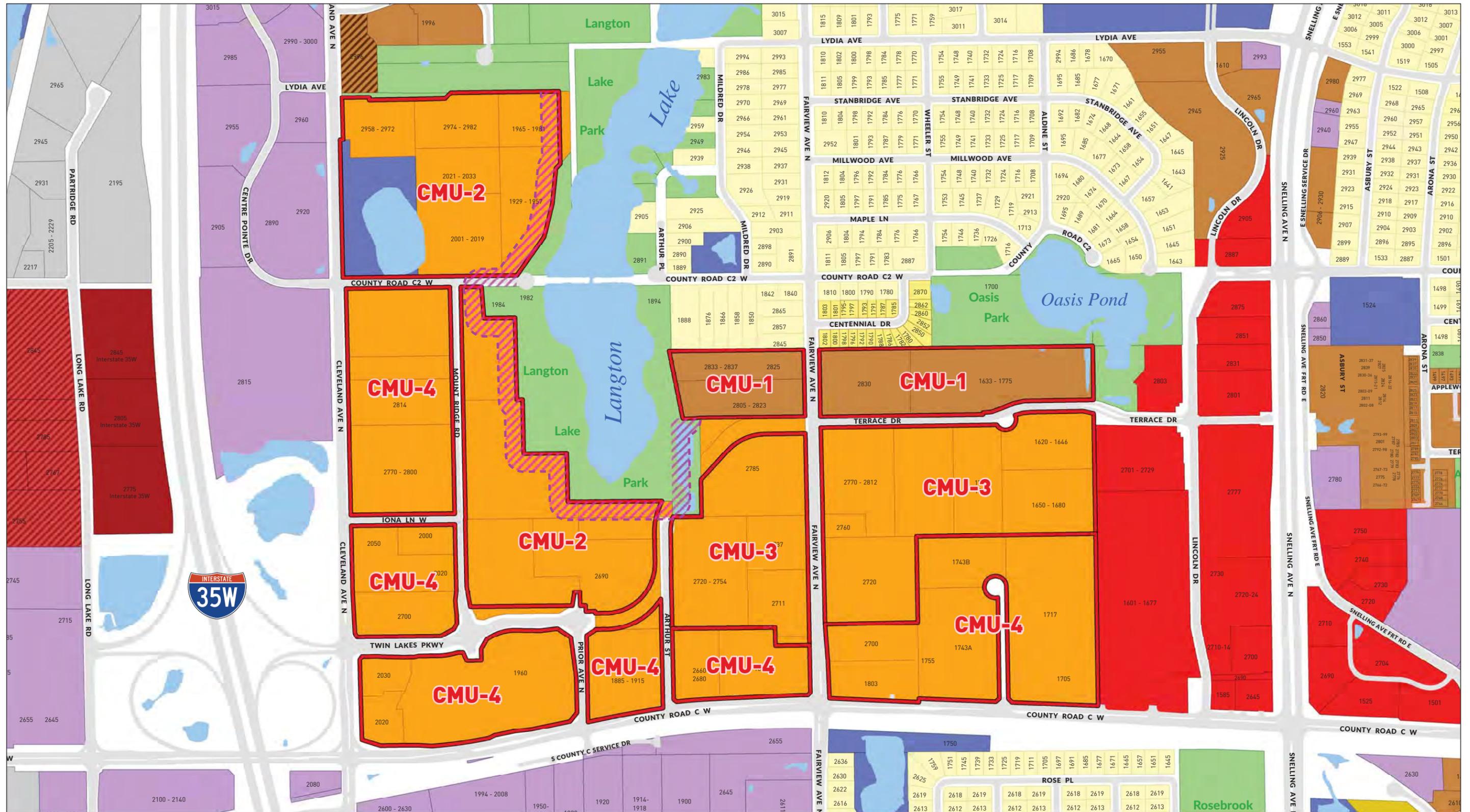
97 The required open house meeting for this proposal was held by Planning Division staff on July  
98 23, 2015. Approximately 15 people attended the open house; the written comments from the  
99 three individuals who left them, along with the meeting sign-in sheet, are included with this  
100 RPCA as Attachment D. In addition to those written comments, most of the questions centered  
101 on the nature and symbology of the regulating plan, the location and impact of a Metropolitan  
102 Council sewer easement, whether bank drive-throughs would be allowed if drive-through  
103 facilities at restaurants were to be prohibited, and what was meant by the various forms of  
104 outdoor storage identified in the land use table. Other comments primarily related to concerns  
105 about relieving traffic through and around the Twin Lakes area and support for and opposition to  
106 allowing for additional “big-box” stores. At the time this report was prepared, Planning Division  
107 staff has not received any additional communications from members of the public about the  
108 proposal.





Proposed Comprehensive Land Use Plan Map





# Proposed Zoning

- LDR-1 - Low Density (One-Family) Residential-1
- HDR-2 - High Density Residential-2
- RB-2 - Regional Business-2
- INST - Institutional
- Proposed CMU Districts
- LDR-2 - Low Density Residential-2
- NB - Neighborhood Business
- CMU - Community Mixed Use
- PR - Park and Recreation
- Restricted Height Area
- MDR - Medium Density Residential
- CB - Community Business
- I - Industrial
- RB - Regional Business
- O/BP - Office/Business Park
- HDR-1 - High Density Residential-1

0 200 400 600 Feet



## CHAPTER 1001 INTRODUCTION

### 1001.10: DEFINITIONS

RETAIL, LARGE FORMAT: Where retail building size is regulated, a large format retail use is a stand-alone, single-tenant retail structure with a gross floor area of 100,000 square feet or more, distributed on one or more stories. This includes interior space that may be leased to third-party financial, clinical, or other service providers accessible to customers within the large format retail store, but does not include typical multi-tenant retail centers or regional malls that may comprise gross floor area of more than 100,000 square feet.

## CHAPTER 1005 COMMERCIAL AND MIXED-USE DISTRICTS

### SECTION:

- 1005.01: Statement Of Purpose
- 1005.02: Design Standards
- 1005.03: Table of Allowed Uses
- 1005.04: Neighborhood Business (NB) District
- 1005.05: Community Business (CB) District
- 1005.06: Regional Business (RB) Districts
- 1005.07: Community Mixed-Use (CMU) Districts

### 1005.01 STATEMENT OF PURPOSE

The commercial and mixed-use districts are designed to:

- A. Promote an appropriate mix of commercial development types within the community;
- B. Provide attractive, inviting, high-quality retail shopping and service areas that are conveniently and safely accessible by multiple travel modes including transit, walking, and bicycling;
- C. Improve the community's mix of land uses by encouraging mixed medium- and high-density residential uses with high-quality commercial and employment uses in designated areas;
- D. Encourage appropriate transitions between higher-intensity uses within commercial and mixed use centers and adjacent lower-density residential districts; and
- E. Encourage sustainable design practices that apply to buildings, private development sites, and the public realm in order to enhance the natural environment.

## 1005.02 DESIGN STANDARDS

The following standards apply to new buildings and major expansions of existing buildings (i.e., expansions that constitute 50% or more of building floor area) in all commercial and mixed-use districts. Design standards apply only to the portion of the building or site that is undergoing alteration.

- A. Corner Building Placement: At intersections, buildings shall have front and side facades aligned at or near the front property line.
- B. Entrance Orientation: Where appropriate and applicable, primary building entrances shall be oriented to the primary abutting public street. Additional entrances may be oriented to a secondary street or parking area. Entrances shall be clearly visible and identifiable from the street and delineated with elements such as roof overhangs, recessed entries, landscaping, or similar design features. (Ord. 1415, 9-12-2011)
- C. Vertical Facade Articulation: Buildings shall be designed with a base, a middle, and a top, created by variations in detailing, color, and materials. A single-story building need not include a middle.
  - 1. The base of the building should include elements that relate to the human scale, including doors and windows, texture, projections, awnings, and canopies.
  - 2. Articulated building tops may include varied rooflines, cornice detailing, dormers, gable ends, stepbacks of upper stories, and similar methods.
- D. Horizontal Facade Articulation: Facades greater than 40 feet in length shall be visually articulated into smaller intervals of 20 to 40 feet by one or a combination of the following techniques:
  - 1. Stepping back or extending forward a portion of the facade;
  - 2. Variations in texture, materials or details;
  - 3. Division into storefronts;
  - 4. Stepbacks of upper stories; or
  - 5. Placement of doors, windows and balconies.
- E. Window and Door Openings:
  - 1. For nonresidential uses, windows, doors, or other openings shall comprise at least 60% of the length and at least 40% of the area of any ground floor facade fronting a public street. At least 50% of the windows shall have the lower sill within three feet of grade.
  - 2. For nonresidential uses, windows, doors, or other openings shall comprise at least 20% of side and rear ground floor facades not fronting a public street. On upper stories, windows or balconies shall comprise at least 20% of the facade area.
  - 3. On residential facades, windows, doors, balconies, or other openings shall comprise at least 20% of the facade area.
  - 4. Glass on windows and doors shall be clear or slightly tinted to allow views in and out of the interior. Spandrel (translucent) glass may be used on service areas.
  - 5. Window shape, size, and patterns shall emphasize the intended organization and articulation of the building facade.
  - 6. Displays may be placed within windows. Equipment within buildings shall be placed at least 5 feet behind windows.
- F. Materials: All exterior wall finishes on any building must be one or a combination of the following materials: face brick, natural or cultured stone, pre-colored or factory stained or stained on site textured pre-cast concrete panels, textured concrete block, stucco, glass, fiberglass or similar materials. In addition to the above materials, accent materials, not

exceeding 10% of any exterior building elevation, may include pre-finished metal, cor-ten steel, copper, premium grade wood with mitered outside corners (e.g., cedar redwood, and fir), or fiber cement board. Other new materials of equal quality to those listed, including the use of commercial grade lap-siding in the Neighborhood Business District, may be approved by the Community Development Department.

- G. Four-sided Design: Building design shall provide consistent architectural treatment on all building walls. All sides of a building must display compatible materials, although decorative elements and materials may be concentrated on street-facing facades. All facades shall contain window openings. This standard may be waived by the Community Development Department for uses that include elements such as service bays on one or more facades.
- H. Maximum Building Length: Building length parallel to the primary abutting street shall not exceed 200 feet without a visual break such as a courtyard or recessed entry, except where a more restrictive standard is specified for a specific district.
- I. Garages Doors and Loading Docks: Overhead doors, refuse, recyclables, and/or compactors shall be located, to the extent feasible, on rear or side facades that do not front a public street, to the extent feasible, residential garage doors should be similarly located. Overhead doors of attached residential garages on a building front shall not exceed 50% of the total length of the building front. Where overhead doors, refuse, recyclables, and/or compactors abut a public street frontage, a masonry screen wall comprised of materials similar to the building, or as approved by the Community Development Department, shall be installed to a minimum height to screen all activities. (Ord. 1415, 9-12-2011)
- J. Rooftop Equipment: Rooftop equipment, including rooftop structures related to elevators, shall be completely screened from eye level view from contiguous properties and adjacent streets. Such equipment shall be screened with parapets or other materials similar to and compatible with exterior materials and architectural treatment on the structure being served. Horizontal or vertical slats of wood material shall not be utilized for this purpose. Solar and wind energy equipment is exempt from this provision if screening would interfere with system operations. (Ord. 1435, 4-08-2013)

**1005.03 TABLE OF ALLOWED USES**

Table 1005-1 lists all permitted and conditional uses in the commercial and mixed use

- A. Uses marked as “P” are permitted in the districts where designated.
- B. Uses marked with a “C” are allowed as conditional uses in the districts where designated, in compliance with all applicable standards.
- C. Uses marked as “NP” are not permitted in the districts where designated.
- D. A “Y” in the “Standards” column indicates that specific standards must be complied with, whether the use is permitted or conditional. Standards for permitted uses are included in Chapter 1011 of this Title; standards for conditional uses are included in Section 1009.02 of this Title.
- E. Combined Uses: Allowed uses may be combined within a single building, meeting the following standards:
  - 1. Residential units in mixed-use buildings shall be located above the ground floor or on the ground floor to the rear of nonresidential uses;
  - 2. Retail and service uses in mixed-use buildings shall be located at ground floor or lower levels of the building; and

3. Nonresidential uses are not permitted above residential uses.

Table 1005-1	NB	CB	RB-1	RB-2	CMU	Standards
Office Uses						
Office	P	P	P	P	<del>P</del>	

Table 1005-1	NB	CB	RB-1	RB-2	CMU	Standards
Clinic, medical, dental or optical	P	P	P	P	<del>P</del>	
Office showroom	NP	P	P	P	<del>P</del>	
Retail, general and personal service*	P	P	P	P	<del>P</del>	
<b>Commercial Uses</b>						
Animal boarding, kennel/day care (indoor)	P	P	P	P	<del>P</del>	Y
Animal boarding, kennel/day care (outdoor)	NP	C	C	C	<del>NP</del>	Y
Animal hospital, veterinary clinic	P	P	P	P	<del>P</del>	Y
Bank, financial institution	P	P	P	P	<del>P</del>	
Club or lodge, private	P	P	P	P	<del>P</del>	
Day care center	P	P	P	P	<del>P</del>	Y
Grocery store	C	P	P	P	<del>P</del>	
Health club, fitness center	C	P	P	P	<del>P</del>	
Learning studio (martial arts, visual/performing arts)	C	P	P	P	<del>P</del>	
Limited production and processing-principal	NP	NP	NP	P	<del>NP</del>	
Limited warehousing and distribution	NP	NP	NP	P/C	<del>NP</del>	Y
Liquor store	C	P	P	P	<del>P</del>	
Lodging: hotel, motel	NP	P	P	P	<del>P</del>	
Mini-storage	NP	P	P	P	<del>NP</del>	
Mortuary, funeral home	P	P	P	P	<del>P</del>	
Motor fuel sales (gas station)	C	P	P	P	<del>C</del>	Y
Motor vehicle repair, auto body shop	NP	C	P	P	<del>C</del>	Y
Motor vehicle rental/leasing	NP	P	P	P	<del>NP</del>	Y
Motor vehicle dealer (new vehicles)	NP	NP	P	P	<del>NP</del>	
Movie theater, cinema	NP	P	P	P	<del>P</del>	
Outdoor display	P	P	P	P	<del>P</del>	Y
Outdoor storage, equipment and goods	NP	NP	C	C	<del>NP</del>	Y
Outdoor storage, fleet vehicles	NP	P	P	P	<del>NP</del>	Y
Outdoor storage, inoperable/out of service vehicles or equipment	NP	C	P	P	<del>C</del>	Y
Outdoor storage, loose materials	NP	NP	NP	NP	<del>NP</del>	

Pawn shop	NP	C	C	C	NP	
Parking	C	C	C	C	€	
Restaurant, Fast Food	NP	P	P	P	P	
Restaurant, Traditional	P	P	P	P	P	
<b>Table 1005-1</b>	<b>NB</b>	<b>CB</b>	<b>RB-1</b>	<b>RB-2</b>	<b>€MU</b>	<b>Standards</b>
<b>Residential Family Living</b>						
Dwelling, one-family attached (townhome, rowhouse)	NP	NP	NP	NP	P	
Dwelling, multi-family (3-8 units per building)	NP	NP	NP	NP	P	
Dwelling, multi-family (upper stories in mixed-use building)	P	P	NP	NP	P	
Dwelling, multi-family (8 or more units per building)	C	NP	NP	NP	P	
Dwelling unit, accessory	NP	NP	NP	NP	€	Y
Live-work unit	C	NP	NP	NP	P	Y
<b>Residential - Group Living</b>						
Community residential facility, state licensed, serving 7-16 persons	C	NP	NP	NP	€	Y
Student Housing	NP	P	P	P	NP	Y
Nursing home, assisted living facility	C	C	C	C	€	Y
<b>Civic and Institutional Uses</b>						
College, or post-secondary school, campus	NP	NP	P	P	P	Y
College or post-secondary school, office-based	P	P	P	P	P	Y
Community center, library, municipal building	NP	NP	P	P	P	
Place of assembly	P	P	P	P	P	Y
School, elementary or secondary	NP	NP	P	P	P	Y
Theater, performing arts center	NP	NP	P	P	P	Y
<b>Utilities and Transportation</b>						
Essential services	P	P	P	P	P	
Park-and-ride facility	NP	P	P	P	P	
Transit center	NP	P	P	P	P	
<b>Accessory Uses, Buildings, and Structures</b>						
Accessory buildings for storage of business supplies and equipment	P	P	P	P	NP	Y
Accessibility ramp and other accommodations	P	P	P	P	P	
Detached garage and off-street parking spaces	P	P	P	P	P	Y

Drive-through facility	NP	C	C	C	<del>NP</del>	Y
Gazebo, arbor, patio, play equipment	P	P	P	P	<del>P</del>	Y
Home occupation	P	NP	NP	NP	<del>P</del>	Y
Limited production and processing –	P	P	P	P	<del>P</del>	

<b>Table 1005-1</b>	<b>NB</b>	<b>CB</b>	<b>RB-1</b>	<b>RB-2</b>	<b>CMU</b>	<b>Standards</b>
accessory						
Renewable energy system	P	P	P	P	<del>P</del>	Y
Swimming pool, hot tub, spa	P	P	P	P	<del>P</del>	Y
Telecommunications tower	C	C	C	C	<del>C</del>	Y
Tennis and other recreational courts	C	C	P	P	<del>P</del>	Y
<b>Temporary Uses</b>						
Temporary building for construction purposes	P	P	P	P	<del>P</del>	Y
Sidewalk sales, boutique sales	P	P	P	P	<del>P</del>	Y
Portable storage container	P	P	P	P	<del>P</del>	Y

(Ord. 1405, 2-28-2011) (Ord. 1427, 7-9-2012) (Ord. 1445, 7-8-2013) (Ord. 1469, 06-09-2014)

### 1005.07 COMMUNITY MIXED-USE (CMU) DISTRICTS

- A. Statement of Purpose: The Community Mixed-Use Districts ~~is~~ are designed to encourage the development or redevelopment of mixed-use centers that may include residential, office, commercial, park, civic and institutional, utility and transportation, park, and open space uses. Complementary uses should be organized into cohesive districts in which mixed- or single-use buildings are connected by streets, sidewalks and trails, and open space to create a pedestrian-oriented environment. The CMU ~~District is~~ districts are intended to be applied to areas of the City guided for redevelopment ~~or~~ and may represent varying degrees of intensification with respect to land use, hours of operation, or building height.
1. The CMU-1 District is the most restrictive mixed-use district, limiting building height and excluding the most intensive land uses, and is intended for application to redevelopment areas adjacent to low-density residential neighborhoods.
  2. The CMU-2 District is less restrictive, being open to a wider variety of land uses and building height, and is intended to provide transition from higher-intensity development to parks and other natural areas.
  3. The CMU-3 District is intended for moderate intensity development, suitable for transitions between higher and lower intensity districts.
  4. The CMU-4 District is a more intensive mixed-use district, intended for areas close to high-traffic roadways and large-scale commercial developments.
- B. Regulating Plan: ~~The~~ CMU ~~District~~ districts must be guided by a regulating plan for each location where it is applied. A regulating plan uses graphics and text to establish requirements pertaining to the following kinds of parameters. Where the requirements for an area governed by a regulating plan are in conflict with the design standards established in Section 1005.02 of this Title, the requirements of the regulating plan shall

supersede, and where the requirements for an area governed by a regulating plan are silent, Section 1005.02 shall control.

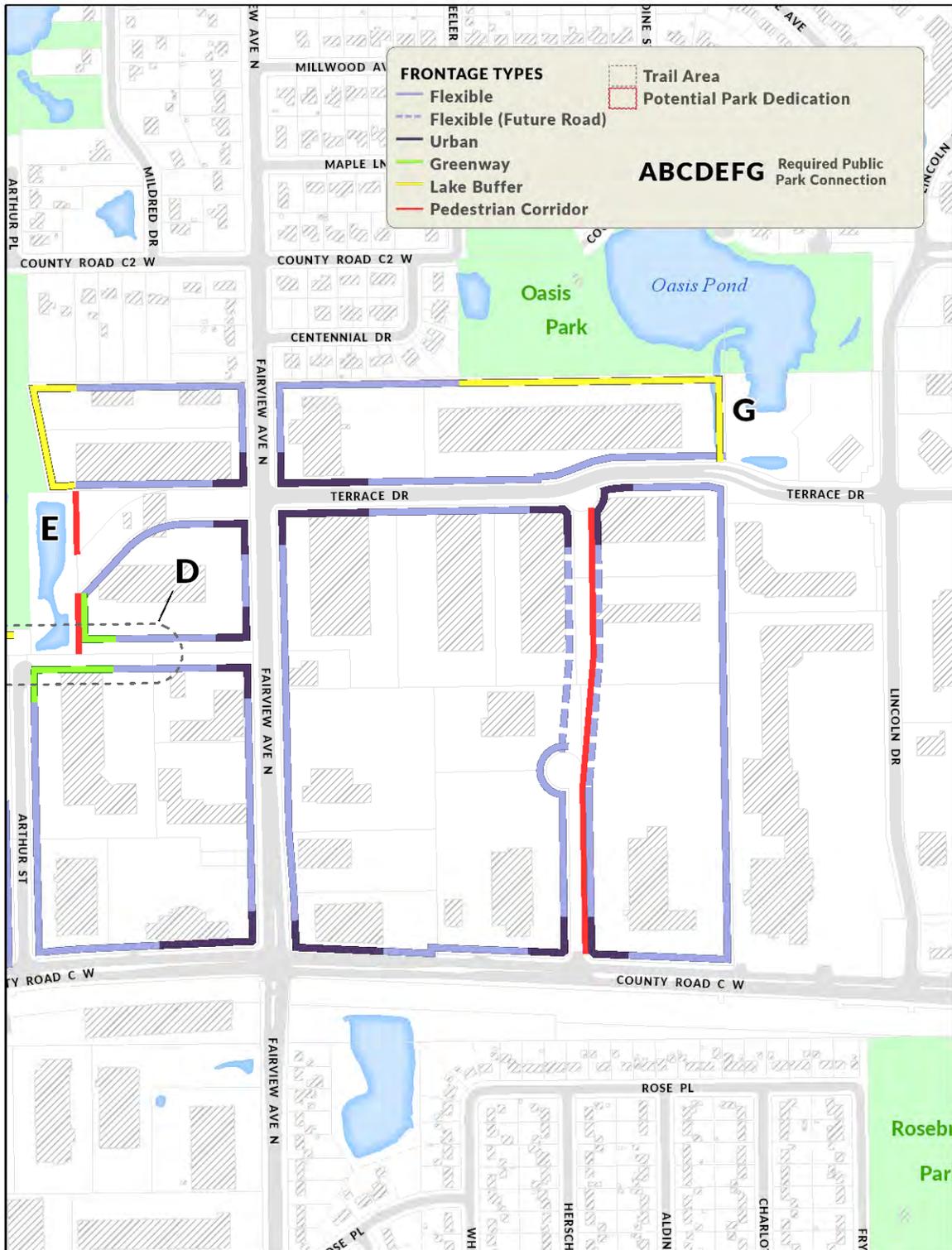
1. Street and Block Layout: The regulating plan defines blocks and streets based on existing and proposed street alignments. New street alignments, where indicated, are intended to identify general locations and required connections but not to constitute preliminary or final engineering.
2. Street Type: The regulating plan may include specific street design standards to illustrate typical configurations for streets within the district, or it may use existing City street standards. Private streets may be utilized within ~~the~~ CMU ~~District~~ districts where defined as an element of a regulating plan.
3. Parking
  - a. Locations: Locations where surface parking may be located are specified by block or block face. Structured parking is treated as a building type.
  - b. Shared Parking or District Parking: A district-wide approach to off-street parking for nonresidential or mixed uses is preferred within the CMU districts. Off-street surface parking for these uses may be located up to 300 feet away from the use. Off-street structured parking may be located up to 500 feet away from the use.
  - c. Parking Reduction and Cap: Minimum off-street parking requirement for uses within the CMU districts may be reduced to 75% of the parking requirements in Chapter 1019 of this Title. Maximum off-street parking shall not exceed the minimum requirement unless the additional parking above the cap is structured parking.
4. Building and Frontage Types: Building and frontage types are designated by block or block face. Some blocks are coded for several potential building types; others for one building type on one or more block faces.
5. Build to Areas: Build to Areas indicate the placement of buildings in relation to the street.
6. Uses: Permitted and conditional uses may occur within each building type as specified in Table 1005-~~01-5~~, but the vertical arrangement of uses in a mixed-use building may be further regulated in a regulating plan.

(Ord. 1415, 9-12-2011) (Ord. 1467, 04-21-2014)

- C. Regulating Plan Approval Process: A regulating plan may be developed by the City as part of a zoning amendment following the procedures of Section 1009.06 of this Title and thus approved by City Council. (Ord. 1415, 9-12-2011)
- D. Amendments to Regulating Plan: Minor extensions, alterations or modifications of proposed or existing buildings or structures, and changes in street alignment may be authorized pursuant to Section 1009.05 of this Title. (Ord. 1415, 9-12-2011)

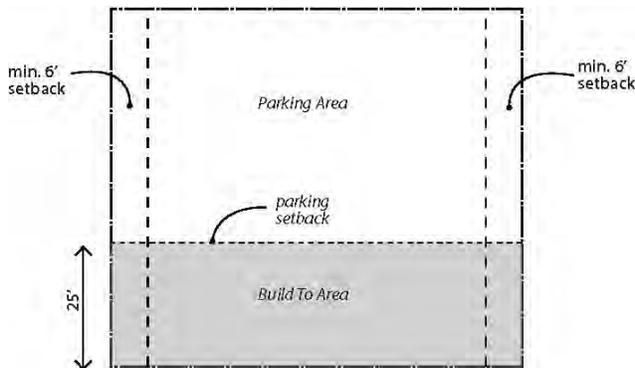


Figure 1005-2: Twin Lakes Regulating Plan Map, east of Fairview Avenue



1. Greenway Frontage a.

Siting



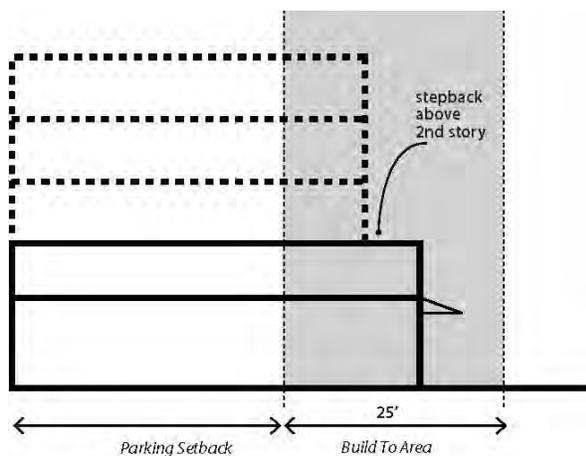
i. Build To Area

- A) Refer to Regulating Plan Map (Figure 1005-1) for location of the Build To Area. Building may be placed anywhere within the Build to Area.
- B) At least 90% of the lineal Build To Area shall be occupied by the front facade of the building.
- C) Within 30 feet of a block corner, the ground story facade shall be built within 10 feet of the corner.

b. Undeveloped and Open Space

- i. Lot coverage shall not exceed 85%.
- ii. Undeveloped and open space created in front of a building shall be designed as a semi- public space, used as a forecourt, outdoor seating, or other semi-public uses.

c. Building Height and Elements



- i. Ground Floor: Finished floor height shall be a maximum of 18” above sidewalk.
- ii. Height is ~~not~~ limited to 35 feet in the CMU-1 district and within the Restricted Height Area surrounding Langton Lake Park; elsewhere, building height is limited to 65 feet.

iii. Facade

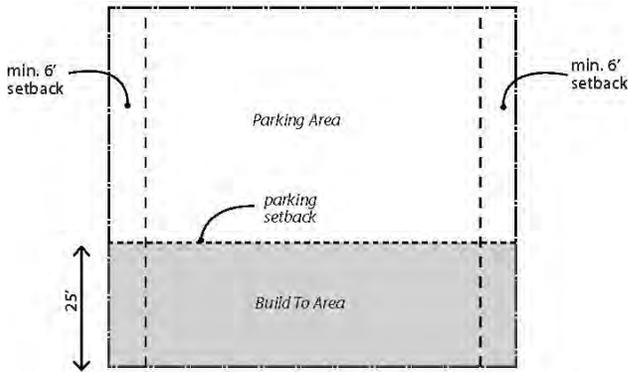
- A) The primary facade (facades fronting the Build To Areas, a Pedestrian Corridor, park or public street) of all buildings shall be articulated into distinct increments such as stepping back or extending forward, use of storefronts with separate windows and entrances; arcade awnings, bays and balconies; variation in roof lines; use of different but compatible materials and textures.

- B) Blank lengths of wall fronting a public street or pedestrian Connection shall not exceed 20 feet.
- C) Building facades facing a pedestrian or public space shall include at least 30% windows and/or entries.
- D) All floors above the second story shall be stepped back a minimum of 8 feet from the ground floor facade.

iv. Entries: Entries shall be clearly marked and visible from the sidewalk. Entries are encouraged at least every 50 feet along the Greenway Frontage.

2. Urban Frontage

a. Siting



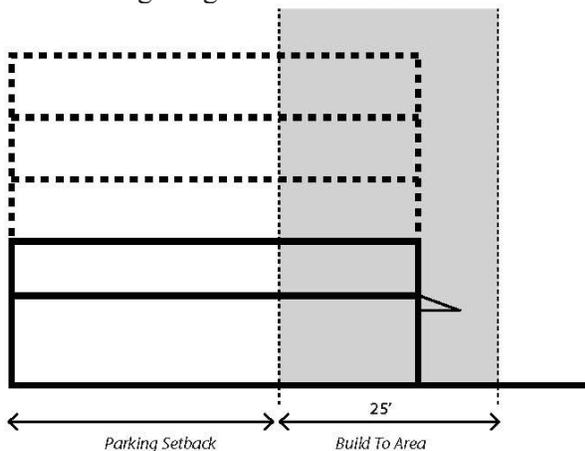
i. Build To Area

- A) Refer to Regulating Plan Map (Figure 1005-1) for location of the Build To Area. Building may be placed anywhere within the Build to Area.
- B) At least 50% of the lineal Build To Area shall be occupied by the front facade of the building.
- C) Within 30 feet of a block corner, the ground story facade shall be built within 10 feet of the corner.
- D) If a building does not occupy the Build To Area, the parking setback must include a required landscape treatment consistent with Sections 4 and 5 below.

ii. Undeveloped and Open Space

- A) Lot coverage shall not exceed 85%.
- B) Undeveloped and open space created in front of a building shall be designed as a semi-public space, outdoor seating, or other semi-public uses.

b. Building Height and Elements



i. Height is ~~not~~ limited to 35 feet in the CMU-1 district and within the Restricted Height Area surrounding Langton Lake Park; elsewhere, building height is limited to 65 feet.

ii. Facade

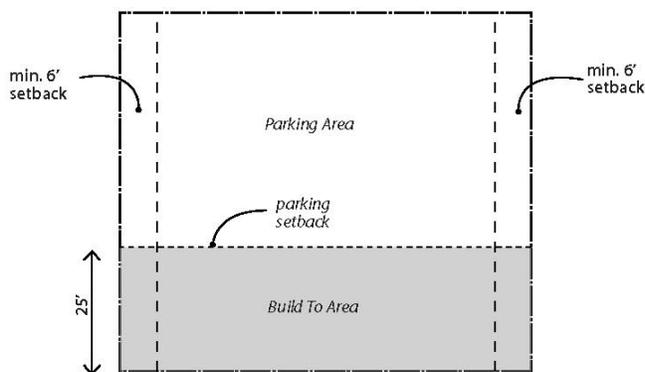
A) The primary facade (facade fronting the Build To Areas, a Pedestrian Corridor, park or public street) of all buildings shall be articulated into distinct increments such as stepping back or extending forward, use of storefronts with separate windows and entrances; arcade awnings, bays and balconies; variation in roof lines; use of different but compatible materials and textures.

B) Blank lengths of wall fronting a public street or pedestrian connection shall not exceed 30 feet.

iii. Entries: Entries shall be clearly marked and visible from the sidewalk. Entries are encouraged at least every 100 feet along the Urban Frontage.

3. Flexible Frontage

a. Siting



i. Build To Area

A) Refer to Regulating Plan Map (Figure 1005-1) for location of the Build To Area. Building may be placed anywhere within the parcel, but building placement is preferred in the Build To Area.

B) Building placement is preferred in the Build To Area. If a building does not occupy a Build To Area, the parking setback must include a required landscape treatment consistent with Sections 4 and 5 below.

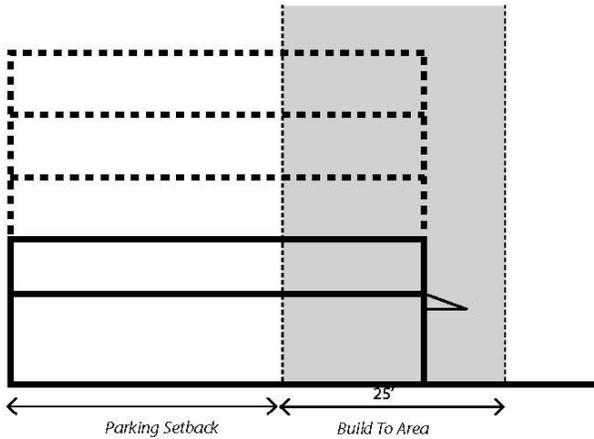
C) On Flexible Frontage sites located at or near pedestrian corridors or roadway intersections, where building placement is not to be in the build-to area, the City will require additional public amenities or enhancements including, but not limited to, seating areas, fountains or other water features, art, or other items, to be placed in the build-to area, as approved by the Community Development Department.

ii. Undeveloped and Open Space

A) Lot coverage shall not exceed 85%.

B) Undeveloped and open space created in front of a building shall be designed as a semi-public space, outdoor seating, or other semi-public uses.

b. Building Height and Elements



i. Height is ~~not~~ limited to 35 feet in the CMU-1 district and within the Restricted Height Area surrounding Langton Lake Park; elsewhere, building height is limited to 65 feet.

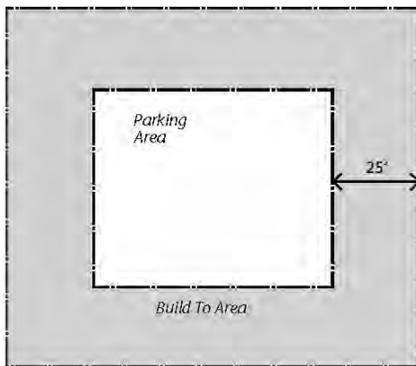
ii. Facade

A) Blank lengths of wall fronting a public street or pedestrian connection shall not exceed 30 feet.

B) The primary facade (facade fronting the Build To Areas, a Pedestrian Corridor, park or public street) of all buildings shall be articulated into distinct increments such as stepping back or extending forward, use of storefronts with separate windows and entrances; arcade awnings, bays and balconies; variation in roof lines; use of different but compatible materials and textures.

iii. Entries: Entries shall be clearly marked and visible from the sidewalk.

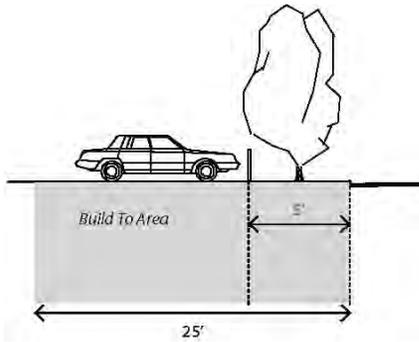
4. Parking



a. Parking shall be located behind the Build To Area/parking setback line.

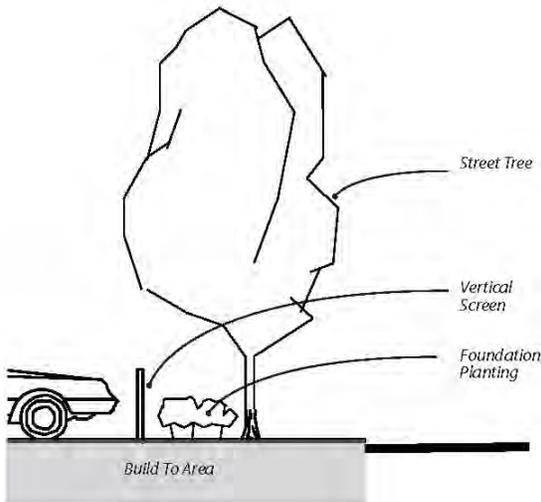
b. Driveways and/or curb cuts are not allowed along the Greenway Frontage.

c. Parking Within the Build To Area: Where parking is allowed within the Build To Area, parking shall be set back a minimum of 5 feet from the property line, and shall be screened by a vertical screen at least 36" in height (as approved by the Community Development Department) with the required landscape treatment.



- d. Parking Contiguous to Langton Lake Park: Parking on property contiguous to Langton Lake Park shall be set back a minimum of 15 feet from the property line. The setback area shall be landscaped consistent with the requirements of Section 1011.03 of this Title.

5. Landscaping



- a. Greenway Frontage: 1 tree is required per every 30 linear feet of Greenway Frontage b.

Urban and Flexible Frontage

- i. 1 tree is required per every 30 linear feet of Urban and/or Flexible Frontage.
- ii. Parking Within the Build To Area: If parking is located within the Build To Area, the required vertical screen in the setback area shall be treated with foundation plantings, planted at the base of the vertical screen in a regular, consistent pattern.

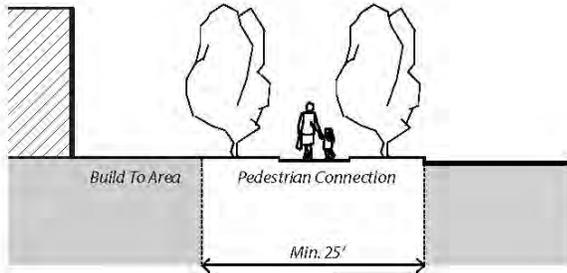
6. Public Park Connections

Each pedestrian corridor identified below shall be a minimum of 25 feet wide and include a paved, multi-use path constructed to specifications per the City of Roseville. Each pedestrian connection shall also contain the following minimum landscaping:

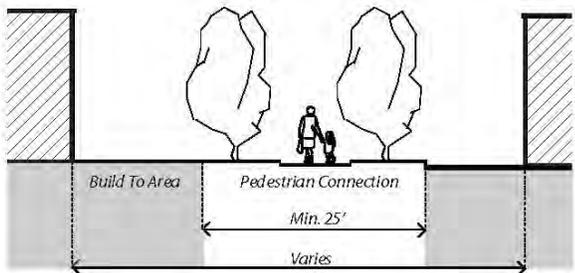
- x 1 3-caliper-inch tree for every 20 lineal feet of the length of the pedestrian corridor. Such trees shall be hardy and urban tolerant, and may include such varieties as red buckeye, green hawthorn, eastern red cedar, amur maackia, Japanese tree lilac, or other variety approved by the Community Development Department.
- x 12 5-gallon shrubs, ornamental grasses, and/or perennials for every 30 lineal feet of the pedestrian corridor. Such plantings may include varieties like hydrangea, mockorange, ninebark, spirea, sumac, coneflower, daylily, Russian sage, rudbeckia, sedum, or other variety approved by the Community Development Department.

All plant materials shall be within planting beds with wood mulch.

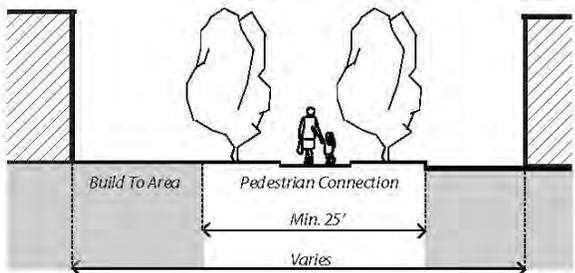
- a. County Road C2 Connection: A pedestrian corridor shall be built that connects adjacent properties to the Langton Lake Park path.



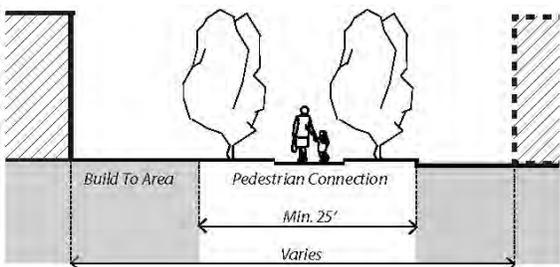
- b. Langton Lake Park/Mount Ridge Road Connection: A pedestrian corridor shall be built that connects Mount Ridge Road to the Langton Lake Park path.



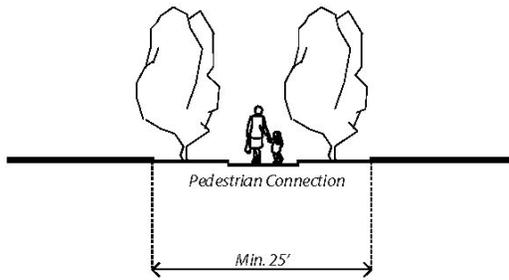
- c. Langton Lake Park/Prior Avenue Connection: A pedestrian corridor shall be built that connects Prior Avenue to the Langton Lake Park path.



- d. Iona Connection



- i. A pedestrian corridor shall be built that connects Mount Ridge Road to Fairview Avenue, intersecting with Langton Lake Park and Twin Lakes Parkway.
  - ii. The pedestrian corridor shall take precedent over the Build To Area. In any event, the relationship of buildings to the pedestrian corridor shall be consistent with the required frontage.
- e. Langton Lake Connection: A pedestrian corridor shall be built that connects the adjacent properties to Langton Lake Park path.



(Ord. 1403, 12-13-2010) (Ord. 1415, 9-12-2011) (Ord. 1467, 4-21-2014)

**F TABLE OF ALLOWED USES**

Table 1005-5 lists all permitted and conditional uses in the CMU-Twin Lakes Districts.

1. Uses marked as “P” are permitted in the districts where designated.
2. Uses marked with a “C” are allowed as conditional uses in the districts where designated, in compliance with all applicable standards.
3. Uses marked as “NP” are not permitted in the districts where designated.
4. A “Y” in the “Standards” column indicates that specific standards must be complied with, whether the use is permitted or conditional. Standards for permitted uses are included in Chapter 1011 of this Title; standards for conditional uses are included in Section 1009.02 of this Title.
5. Combined Uses: Allowed uses may be combined within a single building, meeting the following standards:
  - a. Residential units in mixed-use buildings shall be located above the ground floor or on the ground floor to the rear of nonresidential uses;
  - b. Retail and service uses in mixed-use buildings shall be located at ground floor or lower levels of the building; and
  - c. Nonresidential uses are not permitted above residential uses.
6. Limited Business Hours
  - a. In the CMU-1 District, no non-residential land uses shall operate after 2:00 a.m. and before 6:00 a.m.
  - b. In the CMU-2 District, on-site retail, service, and/or restaurant customer traffic is not permitted after 2:00 a.m. and before 6:00 a.m.; such customer traffic in the CMU-3 and CMU-4 Districts is allowed as a conditional use.
  - c. In the CMU-2, CMU-3, and CMU-4 Districts, any non-residential land use in operation after 2:00 a.m. and before 6:00 a.m., but not open to on-site retail, service, and/or restaurant customer traffic, is allowed as a conditional use. This includes such uses as office, lodging, medical service, limited production and processing, laboratory, and so on.

<b><u>Table 1005-5</u></b>	<b><u>CMU-1</u></b>	<b><u>CMU-2</u></b>	<b><u>CMU-3</u></b>	<b><u>CMU-4</u></b>	<b><u>Standards</u></b>
<b><u>Office Uses</u></b>					
<u>Clinic, medical, dental, or optical</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Corporate headquarters</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>General</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Office showroom</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<b><u>Commercial Uses</u></b>					
<u>Animal boarding (exclusively indoors)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>

<b>Table 1005-5</b>	<b>CMU-1</b>	<b>CMU-2</b>	<b>CMU-3</b>	<b>CMU-4</b>	<b>Standards</b>
<u>Animal hospital/veterinary clinic</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Bank/financial institution</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Club or lodge, private</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Daycare center</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Grocery store</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Health club/fitness center</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Learning studio (martial arts, visual or performing arts)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Liquor store</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Lodging (hotel)</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>P</u>	
<u>Mini-storage</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	
<u>Mortuary/funeral home</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Motor fuel sales (gas station)</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>Y</u>
<u>Motor vehicle rental/leasing</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>Y</u>
<u>Motor vehicle repair, auto body shop</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>Y</u>
<u>Motor vehicle dealer (new vehicles)</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	
<u>Movie theater</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Outdoor display</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Outdoor storage, equipment and goods</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>Y</u>
<u>Outdoor storage, fleet vehicles</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>Y</u>
<u>Outdoor storage, inoperable</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>Y</u>
<u>Outdoor storage, loose materials</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	
<u>Parking</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	
<u>Pawn shop</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	
<u>Restaurants, fast food</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Restaurants, fast food w/ drive-through</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	
<u>Restaurants, traditional</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Retail , general and personal service</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Retail, large format</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>C</u>	
<u>Vertical mixed use</u>	<u>NP</u>	<u>NP</u>	<u>P</u>	<u>P</u>	
<b>Industrial Uses</b>					
<u>Laboratory for research, development and/or testing</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Light industrial</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	
<u>Limited production/processing</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Limited warehousing/distribution</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>Y</u>
<u>Manufacturing</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	
<u>Warehouse</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	
<b>Residential Family Living</b>					
<u>Accessory dwelling unit</u>	<u>P</u>	<u>P</u>	<u>NP</u>	<u>NP</u>	<u>Y</u>
<u>Live-work unit</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Manufactured home park</u>	<u>C</u>	<u>C</u>	<u>NP</u>	<u>NP</u>	
<u>Multi-family (≥3 units/building)</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	
<u>Multi-family (upper stories in mixed-use building)</u>	<u>NP</u>	<u>NP</u>	<u>C</u>	<u>C</u>	

<b>Table 1005-5</b>	<b>CMU-1</b>	<b>CMU-2</b>	<b>CMU-3</b>	<b>CMU-4</b>	<b>Standards</b>
<u>One-family attached (duplex or twinhome)</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	
<u>One-family attached (townhome or row house)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>One-family detached</u>	<u>C</u>	<u>C</u>	<u>NP</u>	<u>NP</u>	
<b>Residential - Group Living</b>					
<u>Assisted living</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	
<u>Nursing home</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>Y</u>
<u>State licensed facility for 1 - 6 persons</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>Y</u>
<u>State licensed facility for 7 - 16 persons</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>Y</u>
<u>Student housing</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	
<b>Civic and Institutional Uses</b>					
<u>College, campus setting</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>Y</u>
<u>College, office setting</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Community center, library, municipal building</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Elementary/secondary school</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>Y</u>
<u>Hospital</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	
<u>Place of assembly</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Theater/performing arts center</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<b>Accessory Uses, Buildings, and Structures</b>					
<u>Accessibility ramp/other accommodations</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Bed &amp; breakfast establishment</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	
<u>Communications equipment (TV, shortwave radio)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Day care family/group family</u>	<u>P</u>	<u>P</u>	<u>NP</u>	<u>NP</u>	<u>Y</u>
<u>Detached garage/off-street parking</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Drive-throughs</u>	<u>NP</u>	<u>NP</u>	<u>C</u>	<u>C</u>	<u>Y</u>
<u>Gazebo, arbor, patio, play equipment</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Home occupation</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Renewable energy system</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Roomer/boarder</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Storage building</u>	<u>P</u>	<u>P</u>	<u>NP</u>	<u>NP</u>	<u>Y</u>
<u>Swimming pool, hot tub, spa</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Telecommunication tower</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>Y</u>
<u>Tennis/other recreational court</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<b>Temporary Uses</b>					
<u>Temporary building for construction purposes</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Sidewalk sales, boutique sales</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<u>Portable storage container</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Y</u>
<b>Utilities/Transportation Uses</b>					
<u>Essential services</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Park-and-ride facility</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Transit center</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	



## Open House – July 23, 2015

To gather public input related to the *continuing planning process for Twin Lakes. The City Council's discussions over recent months have yielded a draft rezoning of all properties in Twin Lakes as well as a change in the comprehensive plan's general land use guidance for the Twin Lakes parcels currently guided for high-density residential development.*

This open house meeting is an important source of feedback from the community and is a required step in the process of seeking City approval for the proposed comprehensive plan and zoning map changes. A summary of the comments and questions raised at the open house meeting will become part of the formal application. *(Planning Project File 0026)*

Please share your comments below:

Thank you for the opportunity to provide input. I really appreciate what I see in the CMU1-CMU4 areas as an attempt to move gradually from the residential area north of Terrace to the commercial area on County Rd. C. I also support nearly all of the permitted uses for these areas. As one detail, though, I do not understand the prohibition on Twin Homes/Duplexes in CMU 1, particularly because 1) <sup>most</sup> ~~all~~ of the <sup>existing</sup> homes on Centennial east of Fairview are twin homes and 2) a mobile home park, which seems more likely to be problematic, is listed as a conditional use. I hope to see more information in the future on the regulating plan, which I think is really key to making sure the uses in each area are implemented well.

Name: Brooke Tosi Address: 1766 Millwood Ave.  
Phone: [REDACTED] Email: [REDACTED]



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Please share your comments below:

I came especially to see how the Park part of the Parkway was to be treated. I favor the landscape treatment we see on G. Rd. (near City Hall), with a planted median and boulevard trees lining the parkway throughout its length whenever feasible.

Also is it possible that there can be a pedestrian link from the parkway into Langton Lake park?

At the same time is it possible to leverage more park development in the Trail Area indicated on the map, just south of Langton Lake?

And I'm assuming that there will be a sidewalk installed wherever new parkway is added. Let me know if I am not correct. Thanks very much for this opportunity.

Name: Gary Greenberg Address: 91 Mid Oaks Lane Roseville 55113

Phone: [REDACTED] Email: [REDACTED]