

Offices in Minneapolis Saint Paul St. Cloud

470 U.S. Bank Plaza 200 South Sixth Street Minneapolis, MN 55402 (612) 337-9300 telephone (612) 337-9310 fax www.kennedy-graven.com Affirmative Action, Equal Opportunity Employer

> JAMES M. STROMMEN Attorney at Law Direct Dial: (612) 337-9233 Email: jstrommen@kennedy-graven.com

July 24, 2017

Mr. Daniel Buchholtz City Administrator City of Spring Lake Park 1301 81st Avenue NE Spring Lake Park, MN 55432-2116

Re: 2017 Second Half Suburban Rate Authority Assessment

Dear Mr. Buchholtz:

Enclosed is the second half assessment for 2017 membership in the SRA. The SRA appreciates the City's continued membership. The SRA continues to grow; now totaling 33 members.

If you have any questions about issues the SRA is currently addressing or that you would like it to address, please contact me. Thank you again for the City's important contribution to protecting municipal interests and the interests of residents and businesses within SRA cities on utility matters.

y truly yours,

James M. Strommen Counsel for the SRA

Enclosure cc: SRA Delegate

SUBURBAN RATE AUTHORITY

470 U.S. Bank Plaza 200 South Sixth Street Minneapolis, MN 55402 (612) 337-9233 Tax ID No. 81-5250703

Mr. Daniel Buchholtz City Administrator

City of Spring Lake Park 1301 81st Avenue NE

Spring Lake Park, MN 55432-2116

TO:

INVOICE

DATE: 07/24/2017

DESCRIPTION	NUMBER OF VOTES	AMOUNT
2017 Membership Assessment: (\$434.00 per vote)	2	\$868.00
Assessment Paid:		\$434.00
Second Half Assessment Due and Payable:		<u>\$434.00</u>

Please Send Payment To:

Mr. Greg Sticha Treasurer Suburban Rate Authority Chanhassen City Hall P.O. Box 147 Chanhassen, MN 55317-0147



These questions are designed to obtain information about your experience and interest in civic activities. You may return your application by mail, email or fax. Mail to: Administrator, Clerk/Treasurer's Office, 1301 81st Avenue NE, Spring Lake Park, MN 55432; E-Mail to: jgooden@slpmn.org; or Fax to (763) 792-7257. Your application will remain on file for six months. If you have questions, please call the Administrator, Clerk/Treasurer's Office at (763) 784-6491. Thank you for your interest!

Name:	Leroy c moore			Adult (18+) Student (under 18)
Address:	8/04 PleASANT View	JDR.	· · · · · · · · · · · · · · · · · · ·	_ Zip: <u>55432</u>
Home #:	763 587-1860	Cell #:	Same	
Email:	· · · · · · · · · · · · · · · · · · ·	Work #:	Same	

Length of residence in Spring Lake Park (in years) 16 May we call you at work? Yes 18 No

I am interested in serving on the following commission:

(If you have an interest in more than one commission, you may rank your choices)

Planning and Zoning Commission

Parks and Recreation Commission

Community, Civic or Volunteer Experience:

Interests and Hobbies: Formily time/Reading/SPortSt Cooking Rhle mode Occupation and Work Experience (you may attach a resume if desired): Worked for Spring lake Park/ the city of Veterans home YMGA JOWN + A Medic Copeland

Please complete other side of application

Educational Background/Training: Student at ANOKA-RAMSEX

What skills or personal qualities do you possess that would make you valuable as a board or commission member? Well i am a people person love to meet New PeoPle / Good Communication SKills/easy to get along with OPEn minded OPinionted Why are you interested in volunteering? Because their is NIHing thin Bein a Part of Someting that is given bac ammunity. 5 6 CT

Conflicts of Interest

No commissioner shall: (1) Enter into any contract with the city unless otherwise authorized by law. (2) Use their position to secure any special privilege or exemption for themselves or others. (3) Use their office or otherwise act in any manner which would give the appearance of or result in any impropriety or conflict of interest.

IMPORTANT INFORMATION CONCERNING YOUR APPLICATION

DATA PRIVACY NOTICE: Minnesota law requires that you be informed of the purposes and intended uses of the information you are providing on this application. Pursuant to Minnesota Statutes Section 13.601, your name, city of residence, employment history, volunteer work, awards and honors are public data and is available to anyone who requests the information. The data that you give us about yourself is also needed to identify you and assist in determining your suitability for the commission(s) for which you are applying. This data is not legally required, but refusal to supply the information requested may affect the City Council's ability to evaluate your application. Should you be appointed to serve on a board or commission, pursuant to Minnesota Statutes Section 13.601, your residential address and either a telephone number or electronic mail address (or both) where you can be reached also become public information.

I have read and understand the data privacy information given above and authorize investigation of all statements contained in this application as may be necessary to arrive at an appointment decision. I certify that all answers given here are true, and I understand that any false information on or omission of information from this application will be cause for rejection of this application.

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Applicant signature (electronic)

Date

and the strategy part

City of Spring Lake Park 1301 81st Avenue NE Spring Lake Park, MN 55432

Contractor's Licenses

August 7, 2017

General Contractor

Century Fence

Northland Fence

Mechanical Contractor

Action Heating & Air

Dave Wagner Plumbing, LLC

Hoffman Refrigeration & Heating

Plumbing Contractor

Allways Plumbing

Dave Wagner Plumbing, LLC

Pipe Right Plumbing

Rick's Plumbing

Sign Contractor

Walker Sign Holdings dba Lawrence Sign Co

City of Spring Lake Park 1301 81st Avenue NE Spring Lake Park, MN 55432

Sign Permit

August 7, 2017

<u>Sign Permit</u>

Emmanuel Christian Center

7777 University Avenue NE

Sign Minds

CITY OF SPRING LAKE PARK 1301 81ST AVENUE N E SPRING LAKE PARK, MN 55432

SIGN PERMIT APPLICATION

DATE: 7.21.17

NAME OF APPLICANT: _____ J'von Sims

ADDRESS OF APPLICANT: SignMinds, Inc. 1400 Quincy Street NE

TELEPHONE NUMBER OF APPLICANT: 612.767.6340

NAME OF BUSINESS AND LOCATION of building structure, or lot to which or upon which the sign is to be attached or erected Emmanuel Christian Center - re-facing-an-existing cabinet.

New Construction: Remodel: Word Change Only: X

Attach a drawing or sketch showing the position of the sign in relation to the nearest building, structures, public streets, right-of-way and property lines. Said drawing to be prepared to scale.

Attach two (2) blueprints or ink drawings of the plans and specifications and method of construction or attachment to the building or in the ground, including all dimensions. Show location of all light sources, wattage, type and color of lights and details of light shields or shades.

Attach a copy of stress sheets and calculations showing the structure is designed for dead load and wind velocity in the amount required by this and all other Ordinances of the City, <u>if requested by the Building</u> Inspection Department.

Name of person, firm or corporation erecting the structure: SignMinds, Inc.

Address: 31	9 Osborne Road Fridley, MN 55432
Is an Electrica	I Permit required? No
I, the undersign Mn: 1)	ned applicant, do further make the following agreement with the City of Spring Lake Park To authorize and direct the City of Spring Lake Park to remove and dispose of any signs and sign structures on which a Permit has been - issued but which was not renewed, if the owner does not remove the same within thirty (30) days following the expiration of the Permit.
2)	To authorize and direct the City of Spring Lake Park to remove said sign and sign structure, at the expense of the applicant, where main- tenance is not furnished, but only after a hearing and after notice of sixty (60) days, specifying the maintenance required by the City.
3)	To provide any other additional information which may be required by the Building Inspection Department.
	SIGNATURE OF APPLICANT
FOR OFFICE U FEE: $190 +$	$\frac{120 = \frac{310}{2}}{2}$ RECEIPT NUMBER:
DATE OF APP	ROVAL: DATE OF ISSUE:
REASON FOR	DENIAL:

ADDITIONAL REQUIREMENTS FOR SIGN PERMIT: SQUARE FOOTAGE OF FRONT OF BUILDING: <u>157' wide x 12'-6" high = 1978.2 sq. ft</u>. 12, 800 SQUARE FOOTAGE OF ALL EXISTING SIGNS: <u>M/m 146</u> SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS: <u>Sbbrne Rd⁻⁺ Footase Footage Al</u> 487 = 1987

INCLUDE A DRAWING SHOWING LOCATION AND MESSAGE ON SIGN.

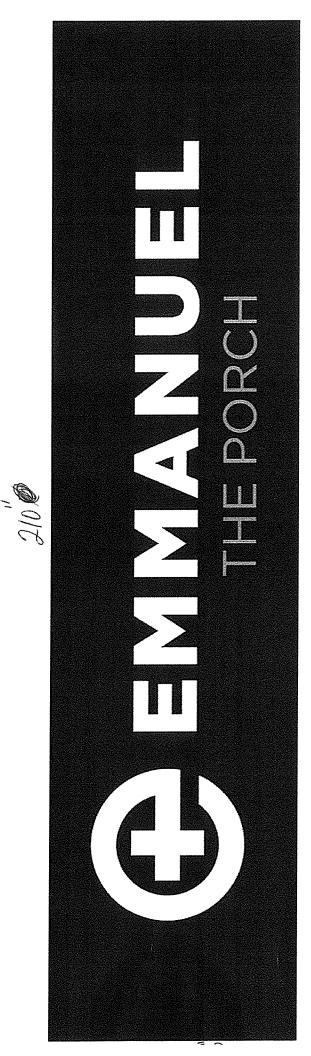
IF YOU ARE NOT THE OWNER OF THE PROPERTY, INCLUDE A <u>SIGNED</u> LETTER FROM THE OWNER GIVING PERMISSION TO ERECT THE SIGN.

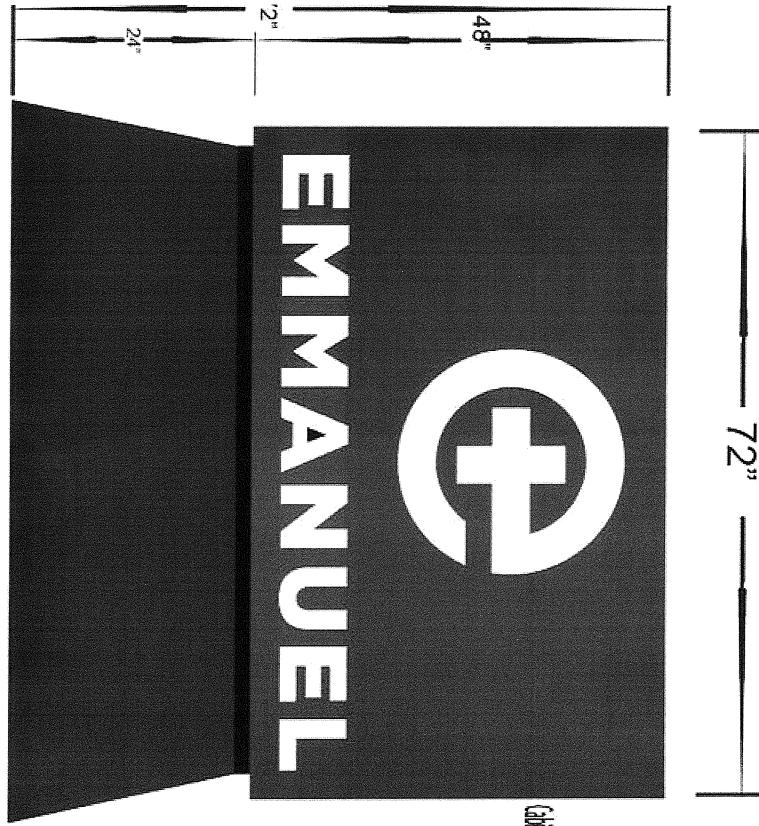
NOTE: ALL APPLICATIONS ARE DUE BY NOON ON THE THURSDAY PRECEEDING THE COUNCIL MEETING.

DRAWING:

OSbyrne Rd $75 \neq xz$ proposed -460 + 35 = 95xz = \$190Terrare Rd (East) $24 \neq xz = 48 \neq \text{ proposed} - $60xz = 120 Terrare Rd (East) $24 \neq xz = 48 \neq \text{ proposed} - $60xz = 120 University Ave $52 \neq xz = 104 \neq \text{ setsting}$ $21 \neq xz = 42 \neq$ 3840 12 - 30% 146 A Existing 198 A proposed 3496 A Remaining

Blowne Road Stopped 757X2 = 1500



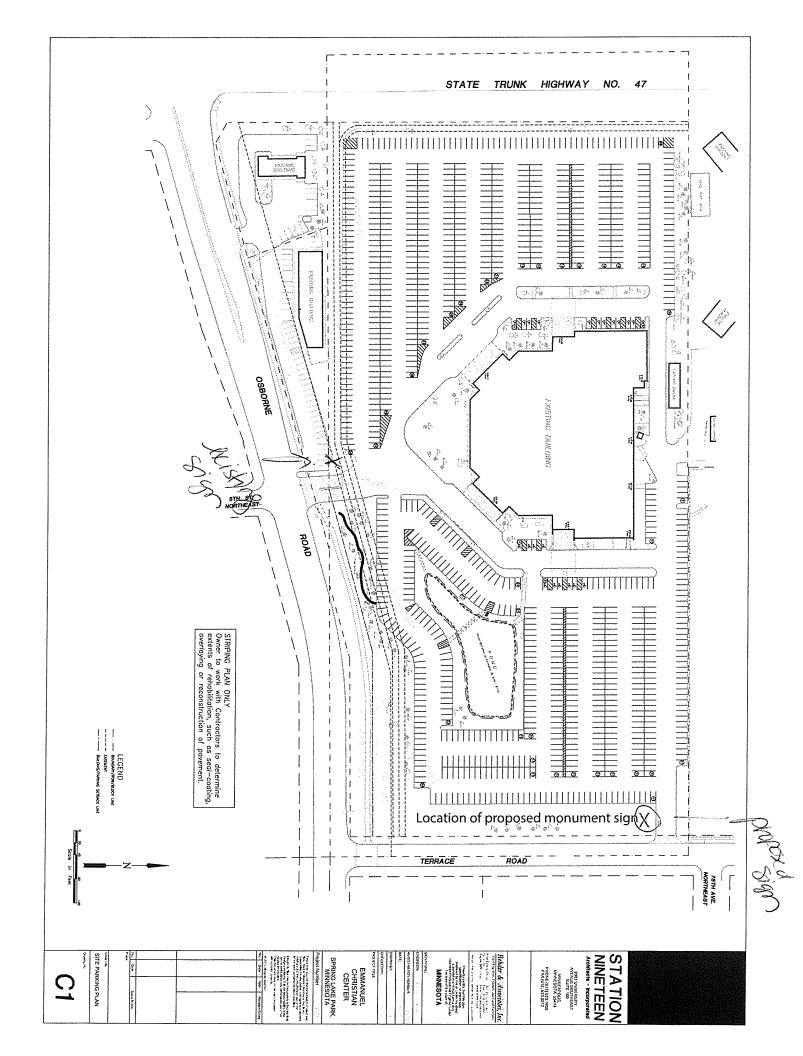


East Entrance Double Sided

Cabinet color. Pantone (Neutral Block) # 4140

2417 X 2 = 481

					🔀 Manage Folders	 Easement FOLDERS Outbox Saved 	Click to view all folders ¥	9 Drafts [13] 2 Inbox (1) 3 Junk E-Mail [94] 3 Sent liems	Survey Strengt
Thank you, Russ Puss Field 612.414-5520	Greetings! We will need an authorization letter from you to send in tomorrow, (Friday) to process permit applications. Please be sure it references both the monument sign and the PORCH sign.	From: Russ Field < <u>russ@capstonecreative.com</u> > Date: Thursday, July 13, 2017 at 4:38 PM To: Paul Kelly < <u>paulkelly@emmanuelcc.org</u> > Subject: Authorization letter for permits	Russ will this suffice for an authorization letter. Let me know if you need anything else. Thanks!	Begin forwarded message: From: Paul Kelly < <u>paulkelly@emmanuelcc.org</u> > Subject: Re: Authorization letter for permits Date: July 16, 2017 at 8:47:50 AM CDT To: Russ Field < <u>Luss@Capationectentue.com</u> >		Russ Auss Field 612-414-5520 (12-414-5520)	Here Is the approval for the two sign permits at Enimanuel. Please keep these moving along.	Sent: Sunday, July 16, 2017 6:27 PM To: J'von Sims Cc: Ben Jamsens Attachments: PassedGraphic-31.1tff (75 KB);	Fwd: Authorization letter for permits Russ Field [russ@capstonecreative.com] You replied on 7/17/2017 10:54 AM.





City of Spring lake Park Code Enforcement Division

1301 Eighty First Avenue Northeast Spring Lake Park, Minnesota 55432 (763) 783-6491 Fax: (763) 792-7257

REPORT

TO:	Spring Lake Park City Council
FROM:	Barry L. Brainard, Code Enforcement Director
RE:	Code Enforcement Monthly Report for July 2017
DATE:	August 2, 2017

The Spring Lake Park Code Enforcement department is delegate the duties of enforcement for all building, mechanical, plumbing, fire, rental, property, nuisance, and zoning codes within Spring Lake Park.

A total of 54 permits consisting of 31 building, 2 fire, 1 sign, 4 zoning, 9 mechanical, and 7 plumbing permits were issued in July 2017 compared to a total of 33 in 2016. Code Enforcement conducted a total of 117 inspections in the month of July including 50 building, 14 mechanical, 11 plumbing, 16 nuisance, 1 c.o., 14 rental, 7 fire, and 14 zoning inspections. I have enclosed the Spring Lake Park permit data sheets for your review regarding specific permit details.

On July 10th the temporary full-time employment of Johnny Vang commenced. Mr. Vang is conducting both rental and nuisance inspections as building activity has risen dramatically here in Spring Lake Park. The approved budget for Mr. Vang employment has him working for 20 weeks. I happy to report that Mr. Vang has learned quickly of my instructions of rental inspections and dealing with nuisance complaints. Mr. Vang is a welcomed addition to the Code Enforcement staff.

I also received plans and specifications for the Dominium Project "Legends of Spring Lake Park" in the month of July. I have met several times with their code specialist in the past to ironout any conflicts regarding building codes and am happy to report that minimum corrections were noted as such. You will note in the permit data sheet provided with this report, that the building total valuation for the month of July is \$25,267,175.30, in which \$24,808,650.00 of that valuation comes from the Legends of Spring Lake Park. The total permit valuation for 2017 is near \$30 million, with a total fee collected of \$304,834.82.

Also attached with this report, please find the July 2017 Spring Lake Park vacancies listings. The listings include both residential and commercial properties indicating vacant and foreclosure properties as well as upcoming Sheriff Sales. July 2017 vacancy listing summarizes the following:

- 12 vacant/foreclosed residential properties currently posted by the Code enforcement department and/or soon to be posted. Up one from last month.
- 2 vacant/foreclosed commercial properties currently posted by the Code Enforcement department and/or soon to be posted. Down one from last month.
- 9 residential properties currently occupied and ready for Sheriff Sale's redemption. Down one from last month.

In July of 2017, we did not post any abandoned properties. We did however conducted one certificate of occupancy inspection. Also in the month of July, we issued two administrative offense tickets and 21 violation notices.

Time allotted for Code Enforcement in July is as follows:

Building Inspections:	42%
Mechanical Inspections:	12%
Plumbing Inspections:	10%
Rental Inspections:	12%
Vacant/Foreclosure & Certificate of Occupancy Inspections:	1%
Fire Inspections:	6%
Nuisance Inspections:	14%
Zoning Inspections:	3%

In July of 2017, I also attended the following appointments:

- P&Z Meeting on Monday, July 24th.
- Budget meeting with City Administrator and Finance Director for Code Enforcement Department on Wednesday, July 19th.
- Minnesota Building Permit Technician meeting at New Hope City Hall on July 25th.

With the continuation of summer, so do the continuation of garage sales and personal item sales conducted by the residents of Spring Lake Park. This handout I created back in 2012, gives the time allotted for sales, location of sales, items for sales, and advertisement of sales that are permissible by code within the City of Spring Lake Park.

This concludes the Code Enforcement Department monthly report for July 2017. If anyone has any questions or concerns regarding my report, I would be happy to answer them at this time.

Permit# Date Issued	Site Address	Permit I Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park S Fees U	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: BUII	BUILDING											
Permit Kind:	COMMERCIAL ALTERATION	TION										
Permit Kind:	COMMERCIAL DEMOLITION	TION										
Permit Kind:	COMMERCIAL REPAIR											
Permit Kind:	COMMERCIAL ROOFING	41										
Permit Kind:	COMMERCIAL SIDING											
Permit Kind:	MOBILE HOME STRUCTUAL	UAL										
Permit Kind:	MOBILE HOME WINDOW REPLACEMENT	VREPLAC	EMENT									
Permit Kind:	MULTI-FAMILY ALTERATION	TION										
Permit Kind:	MULTI-FAMILY DECK											
Permit Kind:	MULTI-FAMILY GARAGE	(F)										
Permit Kind: 2017-00237 07/18/2017	MULTI-FAMILY NEW 1066 HIGHWAY 10 NE		0	24,808,650.00	129,220.69	83,993.45	2,490.43					215,704.57
Permit Kind:	MULTI-FAMILY ROOFING	G										
Permit Kind:	PUBLIC ADDITION						×					
Permit Kind:	SINGLE FAMILY ADDITION	ON										
Permit Kind:	SINGLE FAMILY ALTERATION	ATION										
Permit Kind: 2017-00257 07/14/2017 2017-00235 07/05/2017 2017-00274 07/24/2017	SINGLE FAMILY BASEMENT FINISH 8040 ABLE ST NE 8353 ABLE ST NE 8009 JACKSON ST NE	ENT FINIS	H 0 0 0	6,500.00 4,000.00 10,800.00	152.95 112.10 223.22		3.25 2.00 5.40					156.20 114.10 228.62
Permit Kind: 2017-00242 07/10/2017	SINGLE FAMILY DECK 1351 78TH CIR NE		0	7,410.48	167.84	109.10	3.71					280.65
110000												•

Issued Date From: 7/1/2017 To: 7/31/2017 Permit Type: All Property Type: All Construction Type: All Include YTD: Yes Status: Not Voided

City of Spring Lake Park Permits Issued & Fees Report - Detail by Address

8/2/2017

Page 1 of 6

												7
ermit# Date Issued	-	Site Address Permit Count		Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park SAC Fees Units	SAC Fees	WAC Fees	Total Fees
ermit Type:	BUILDING	ING										
Permit Kind:		SINGLE FAMILY DEMOLITION	Z									
Permit Kind: 117-00255 07/13/2017 117-00272 07/21/2017		SINGLE FAMILY DOOR REPLACEMENT 637 RECO LN NE 7885 TAYLOR ST NE 0	ACEN	1ENT 0 0	2,444.00 923.00	86.68 47.88		1.22 0.46				87.90 48.34
Permit Kind: 17-00256 07/18/2017		SINGLE FAMILY DRAIN TILE & SUMP 8452 WESTWOOD RD NE	& SUI	MP 0	9,000.00	193.80		4.50				198.30
Permit Kind:		SINGLE FAMILY EGRESS WINDOW	MOCI									
Permit Kind:		SINGLE FAMILY FUEL TANK										
Permit Kind:		SINGLE FAMILY INSULATION										
Permit Kind: 17-00243 07/11/2017		SINGLE FAMILY NEW 8005 BENJAMIN ST NE		I	240,000.00	2,237.23	1,392.45	120.00	1	2,485.00	750.00	6,984.68
Permit Kind:		SINGLE FAMILY REMODEL										
Permit Kind:		SINGLE FAMILY REPAIR										
Permit Kind:		SINGLE FAMILY ROOFING										
		8036 6TH ST NE		0	13,972.00	275.05		6.99				282.04
		1161 80TH AVE NE		0	3,600.00	105.57		1.80				107.37
		589 81ST AVE NE		0	8,700.00	188.90		4.35				193.25
17-00284 07/26/ 17-00251 07/12	07/126/2017 67.	673 81ST AVE NE 638 83DD AVE NE		0 0	5,000.00	128.44	CC L	2.50				130.94
		930 93KU AVE NE 8436 ABLE ST NE		0 0	00.000.6	190.63	00.0	4.25 4 50				194.88
		8308 FILLMORE ST NE		0	7,000.00	161.12		3.50				164.62
-		590 IONE AVE NE	4	0	7,523.02	169.69		3.76				173.45
		745 IONE AVE NE		0	3,500.00	103.93		1.75				105.68
		7762 LAKEVIEW LN NE		0	8,000.00	177.46		4.00				181.46
		838 MANOR DR NE		0	8,000.00	177.46		4.00				181.46
17-00286 07/27		458 MAPLE ST NE		0 0	10,000.00	210.14		5.00				215.14
	56/ /107/41//0 519 2102/91/20	1959 FLEASANT VIEW UK 613 DECO I NI NE) (26,441.80	462.93		13.22				476.15
		738 SANBURNOL DR NE		> c	9,000,00	194.39		4.52				198.91
_		800 SANBURNOL DR NE		0 0	6 000 00	149.78	5 00	00.5				0.071
_		8425 SUNSET RD NE		0	5,600.00	138.25		2.80				141.05
17-00254 07/13/	07/13/2017 781	7816 VAN BUREN ST NE		0	9,000.00	193.80		4.50				198.30
Permit Kind:		SINGLE FAMILY SIDING										

Permit King: Sundia (2/2017)

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Permit# Date Site Address Issued	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park SAC Fees Units	SAC Fees	WAC Fees	Total Fees
Permit Type: BUILDING										
Permit Kind: SINGLE FAMILY SIDING 2017-00271 07/21/2017 8210 5TH ST NE		0	8,000.00	177.46		4.00				181.46
Permit Kind: SINGLE FAMILY STRUCTUAL 2017-00273 07/24/2017 593 IONE AVE NE	UAL	0	6,175.00	147.64	95.97	3.09				246.70
Permit Kind: SINGLE FAMILY WINDOW REPLACEMENT 2017-00231 07/05/2017 602 82ND AVE NE 0 2017-00264 07/18/2017 894 MAPLE ST NE 0	W REPL/	ACEMENT 0	400.00 5,000.00	31.00 128.44		0.20 2.50				31.20 130.94
Permit Type: BUILDING - Totals										
Period YTD	d 31 D 142	1	25,267,175.30 29,756,972.41	136,342.07 177,233.64	85,600.97 102,660.37	2,719.70 4,529.64	1 2	2,485.00 4,970.00	750.00	227,887.74 290,088.65
pe: FIRE rmit Kind:	RM			5	5 5					
2017-00277 07724/2017 1100 81ST AVE NE		c		30.70	<u>ا</u> د. د					54.00
Permit Type: FIRE ALARM - Totals Period YTD	D d	• •		50.70 115.70	3.30 3.30					54.00 119.00
Permit Type: FIRE -SPECIAL EVENT Permit Kind: COMMERCIAL FIRE - SPECIAL EVENT	ECIAL E	VENT								
Permit Type: FIRE -SPECIAL EVENT - Totals Period YTD		0								75.00
Permit Type: FIRE SUPPRESSION Permit Kind: COMMERCIAL FIRE SUPPRESSION	PRESSI	ŊŊ								

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8/2/2017

										*) - -
Date Site Address Issued	Permit Dv Count U	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park SAC Fees Units	SAC Fees	WAC Fees	Total Fees
ermit Type: FIRE SUPPRESSION Permit Kind: SINGLE FAMILY FUEL TANK 07/12/2017 358 ROSEDALE RD NE	L TANK	0	1,000.00	50.96		1.00				51.96
Permit Type: FIRE SUPPRESSION - Totals	s		1,000.00 1,000.00	- 50.96 50.27 706.27	37.83	1.00				51.96 756.93
- D										
Permit Kind: COMMERCIAL COMMERCIAL MECHANICAL Permit Kind: COMMERCIAL HVAC - COMMERCIAL MINIMUM	IERCIAL MECH - COMMERCIA	HANICAL L MINIMU	M							
Permit Kind: MULTI-FAMILY HEATING, VENT & AC	IING, VENT & A	V C								
Permit Kind: PUBLIC HEATING, VENT & AC	NT & AC									
Permit Kind: SINGLE FAMILY HEATING, VENT & AC 17-00247 07/11/2017 594 78TH AVE NE 0 17-00246 07/11/2017 1339 78TH CIR NE 0 17-00226 07/11/2017 1339 78TH CIR NE 0 17-00226 07/11/2017 1349 TERRACE RD NE 0 17-00223 07/13/2017 7945 VAN BUREN ST NE 0	TING, VENT & .	AC 0 0 0		50.00 50.00 50.00 50.00		1.00 1.00 1.00 1.00				51.00 51.00 51.00 51.00
Permit Kind: SINGLE FAMILY HVAC - RESIDENTIAL SINGLE 17-00281 07/26/2017 590 78TH AVE NE 0	C - RESIDENTIA	AL SINGLF	R	40.00		001				41 00
17-00266 07/20/2017 598 79TH AVE NE 17-00262 07/14/2017 7767 LAKEVIEW LN NE		0 0		40.00 40.00		1.00				41.00
17-00289 07/31/2017 7986 VAN BUREN ST NE 17-00282 07/26/2017 8415 WESTWOOD RD NE		0 0		40.00 40.00		1.00				41.00
ermit Type: MECHANICAL - Totals										
4	Period 9 YTD 68	0 0		400.00 9,845.34		9.00 73.90				409.00 9,919.24
<pre>rmit Type: PLUMBING Permit Kind: COMMERCIAL PLUMBING 17-00278 07/24/2017 8445 CENTER DR NE /2/2017</pre>	SING	o		85.00		1.00				86.00 Pare 4 of 6
										I age + of o

Permit# Date Site Address	Permit Dwell	Valuation	Revenue	Plan Check	State	Park SAC	SAC	WAC	Total Fees
Issued	Coult Ones				0				
Permit Type: PLUMBING									
Permit Kind: MULTI-FAMILY PLUMBING	PLUMBING								
Permit Kind: PUBLIC PLUMBING	NG								
Permit Kind: SINGLE FAMILY NEW	NEW							v	
Permit Kind: SINGLE FAMILY PLUMBING			45.00		1.00				46.00
			50,00	5.00	1.00				51.00
07/05/2017	0		45.00		1.00				46.00
07/24/2017			201.00		1.00				277.00
2017-00239 07/05/2017 475 LUND AVE NE			43.00 54.00		1.00				55.00
Permit Type: PLUMBING - Totals	Period 7 0		525.00	5.00	7.00				607.00
	YTD 44 0		2,602.00	10.00	43.00				2,720.00
Permit Type: SIGN Permit Kind: COMMERCIAL?	COMMERCIAL SIGN PERMANENT								
rmit Kind:	COMMERCIAL SIGN TEMPORARY		70.00						70.00
Permit Type: SIGN - Totals	Period 1 0		70.00						70.00
	YTD 3 0		436.00						436.00
Permit Type: ZONING									
	FENCE								
2017-00287 07/28/2017 514 WESTBY DR NE	ST NE 0 E 0		45.00 45.00						45.0C 45.0C

8/2/2017

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ermit# Date Site Address Issued	Ч	Permit Dwell Count Units	well Units	Valuation	Revenue	Plan Check	State Surcharge	Park SAC Fees Units	SAC Fees	WAC Fees	Total Fees
ermit Type: ZONING		-									
Permit Kind: SINGLE FAMILY FENCE 017-00288 07/31/2017 8401 5TH ST NE	FENCE		0		45.00						45.00
Permit Kind: SINGLE FAMILY SHED 117-00270 07/21/2017 899 84TH AVE NE	SHED		0		45.00						45.00
ermit Type: ZONING - Totals	Period	4			180.00						180.00
	QLX	16	•		720.00						720.00
eport Total	Period YTD	54 281	- 4	\$25,268,175.30 \$29,757,972.41	137,618.73 191,658.95	85,609.27 102,711.50	2,736.70 4,664.37	1 2	2,485.00 4,970.00	750.00 750.00	229,259.70 304,834.82

'2/2017

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Foreclosures/Sheriff Sal	Foreclosures/Sheriff Sales/Vacants August 2017							
I checked Public Records online 7-	checked Public Records online 7-21 & Public Records was upated for the 21st. One revised sheriff sale date for a prop. Already on our I	the 21st. One r	evised sheriff sa	ale date for a pro	op. Already on ou	r list. Nk		
					Per City Ord.		Posted	
			120 day		\$200. vac.fee	Add'l vac,	Abandoned Date	ate
		Posted	Vacant	120 day vac.	due 1 yr.anniv.	anniv (A/D)	\$150.fee, app \$150.00	\$150.00
Residential Dron Address	omen	Vacant	expiration	tee paid	date (A/D) of	date(s) add'l	tion	Res. CO
8000 6th St	Forward Equity LLC (Kruger)			2002	Suncod Suc	<u> 3200.00 muue.</u>	Arr Dhe	raio/uate
542 82ND Mowing 2017	US BANK/FIVE BROS (Nyang)	11/10/16	03/10/17	Paid 11-6-16	A/D 11/10/17	A/D 11/10/18	11/10/16	Śdue
602 82nd/Closing 8-31	PARAMONT INVESTMENT GRP	05/25/17	09/22/17					\$ due
1580 81st AVE Unit 7	LARRY/KATHY THAO (former renta 3/23/16	a 3/23/16	12/01/14	Paid 4-12-16	ے A/D 3/23/17	A/D 3/23/18		XX XX
574 BALLANTYNE LN	WELLS FARGO/WALTER HANSON 10/6/16	10/6/16	02/03/17	\$ due	A/D 10/6/17	A/D 10/6/18	/06/16	5 due
8064 GARFIELD ST	PETER BOROWITZ	06/06/12	10/04/12	Paid 7-21-16	Paid2012-2016	A/D 6/6/17		\$ due
1880 HWY 10	Arnold Johnson, dad Arnold died	06/26/15	10/24/15	\$ due	A/D 6/26/16	A/D 6/26/17		\$ due
600 IONE Mowing 2017	Brannan's dec'd/mail returned	03/19/15	07/17/15	\$ due	A/D 3/19/16	A/D 3/19/17		\$ due
812 LUND AVE	RITA HERR	05/23/12	21/02/20	\$ due	A/D 5/23/13	5/23/14.15.16.17		\$ due
517 NE MANOR	NANCY HITE	x			 - -			
8345 PIERCE ST	JOHN VYLASEK, see notes	5/29/13	09/26/13	Paid 12-6-13	 A/D 5/29/14	5/29/15, 16, 17	5/29/13	pd.12/20/13
786 SANBURNOL DR	MNHomeSpot C.Rudnitski	5/10/16	09/07/16	\$due	A/D 5/10/17	A/D 5/10/18		\$ due
Commercial Prop Address								
8407 PLAZA BLVD	POV'S							
8355 UNIVERSITY AVE	PESTELLO'S TAVERN & GRILL							
		Posted	120 Day	120 Day Fee	1 Year Vacant		Abandoned	Res. CO Paid
Spring Lake Park Terrace/Mfgd, & Mobile Home Park	<u>& Mobile Home Park</u>	Vacant	Expiration	Paid	Date			Date
8155 NE Cleveland	GJW Group LTD	XX						
8163 NE Cleveland	GJW Group LTD	3-28-16	07/26/16		3-28-2017		3-28-2016	
MISC INFO RE. RECENT PROPERTY CLOSINGS	Y CLOSINGS							
703 MANOR Closed 2-20-17	Buyer Julio Medina	2/26/15	06/26/15	Paid 10-5-15	Paid 9-15-16	Paid 3-7-17	2/26/15	Paid 3-7-17
SHERIFF SALES		Date					Date	
		of SS					to vacate	
515 78TH AVE	RICKY HUYNH	07/11/16					01/11/17	
534 78TH AVE	TONI YURICH	05/24/16					11/25/16	
533 81ST AVE	ISIDRO GARCIA SUAREZ	5/19/17					07/01/17	
542 IONE AVE	Patricia Smith	4/21/17					10/23/17	
8286 MONROE ST	ERIC & HEATHER PETSCHL	7/19/17					01/19/18	
7972 PLEASANT VIEW DR	DUSTIN J OTIS	9/13/17					03/13/18	
7763 QUINCY ST	MATTHEW AND MARY MEYERS	9/2/16					03/02/17	
924 NE RALEIGH LN	PATRICIA HUTCHISON	5/22/17					11/22/17	
8029 WASHINGTON ST	MARI MICCLAFFERTY	12/2/16					06/02/17	
	aka Mari E.Traxler, Mari Smith							

City of Spring Lake Park, Minnesota

1301 81st Avenue N.E, Spring Lake Park, MN 55432-2188 (763) 784-6491 * Fax: (763) 792-7257

Residential Garage Sales, Sales & Auctions

Every spring and summer, residential garage sales, household items, and auctions start popping up like dandelions within the City of Spring Lake Park. In 1991, the Spring Lake Park City Council passed ordinance number 268 regulating the sales of household items such as a refrigerator or couch on residential premises as well as garage sales and auctions.

Time Allotted for Sales. All sales must be conducted between the hours of 8:00 a.m. to 8:00 p.m. Any residential property that conducts a household item sale, garage sale, or auction, is permitted to perform such sale for a maximum of three days in consecutive order. Each residential property is also permitted to conduct two sales within one calendar year (12 months), for a total maximum of six (6) days out each calendar year.

Location of Sales. All sales must be conducted on the owner's or occupant's property. Multiple family sales are permitted if they are held on the property of one of the participants of the multiple sales.

Items for Sale. No new retail goods purchased for sale or shipment/delivery goods may be offered for resale. No more than four (4) used vehicles may be sold on any residential property within one calendar year (12 months). All used vehicles must be parked on an improved surface, must be in operable condition and licensed with current tabs. Advertisement of Sales. All directional and advertising sale signs must be placed on private property and must have the permission of the private property owner. All directional and advertising sale signs must be free standing and are not allowed to be attached to any light or power pole or stop signs. All directional and advertising sale signs can be no bigger than two (2) feet by three (3) feet or six (6) square feet in size.

If you have any questions relating to household item or garage sales or auctions, please contact Barry Brainard at (763) 784-6491. You can also email questions to <u>bbrainard@slpmn.org</u>.



Memorandum

To: Mayor Hansen and Members of the City Council
--

From: Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer

Date: July 29, 2017

Subject: Purchase Agreement for 8101 Highway 65 NE

Negotiations on the purchase agreement for 8101 Highway 65 NE are nearly complete. Staff will be seeking a motion to enter into closed session to go over the details of the purchase agreement and answer questions from the City Council. Final action on the purchase agreement will take place during the City Council meeting after it is reconvened.

The purchase agreement will be distributed under separate cover.

If you have any questions, please don't hesitate to contact me at 763-784-6491.



Memorandum

То:	Mayor Hansen and Members of the City Council
From:	Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer
Date:	July 25, 2017
Subject:	Zoning Ordinance Amendment – Boarding Schools

The City has received an application from Pam Wolf Sladek requesting an amendment to the zoning code to allow temporary living quarters associated with a school use.

Ms. Wolf Sladek owns and operates Life Prep Academy, a school and residential program designed to meet the needs of homeless and/or high risk teens. Life Prep Academy is located at 1628 County Highway 10 NE. The school is located on the first floor of the building. Ms. Wolf Sladek currently houses students in a supervised residential home in the community. She would like to lease the space on the second floor of the building for a dormitory. Since temporary living quarters associated with a school is not addressed in the zoning ordinance, it would not be permitted without an ordinance amendment.

1628 County Highway 10 NE is zoned C-1, Shopping Center Commercial. A school use is a conditional use in this zoning district. There is a semi-residential use that is permitted in the C-1 district – motels, hotels and apartment hotels are allowed in the C-1 as a conditional use. The Hi-Way House hotel on County Road 10 has a number of long-term tenants and is considered an apartment hotel.

The Planning Commission held a public hearing on the zoning ordinance request. A draft ordinance was prepared that created a new conditional use for the C-1 zoning district within Appendix D of the Zoning Code entitled Boarding Schools, established a definition for a boarding school and established basic performance standards for the use. It was difficult to develop performance standards for such a use as Code language from other similar uses in other communities is either vague or non-existent. However, a list of additional performance standards was presented to the Commission at the meeting for possible inclusion. At the conclusion of the public hearing, the Commission reviewed the ordinance, amended it to add a definition for dormitory, and unanimously recommended approval to the City Council. Staff has included the list of additional performance standards for your review and possible inclusion to the proposed Ordinance.

This amendment is not for just Life Prep Academy – it could be for any boarding school that would like to operate within the C-1 zoning district.

If you have any questions, please don't hesitate to contact me at 763-784-6491.



City of Spring Lake Park 1301 81st Avenue NE Spring Lake Park, MN 55432 763-784-6491 (p) 763-792-7257 (f) info@slpmn.org

For Office Use	Only
Case Number:	
Fee Paid:	
Received by:	
Date Filed:	
Date Complete:	
Base Fee:	Escrow:

DEVELOPMENT APPLICATION

TYPE OF APPLICATION (Check All	That Apply)	
Appeal	Site Plan/Building Plan Review	Minor Subdivision
Comprehensive Plan Amendment	Conceptual Plan Review	Lot Combination
Ordinance Amendment (Text)	Conditional Use Permit	Preliminary Plat
Rezoning	Variance	☐ Final Plat
Planned Unit Development	Street or Easement Vacation	Other
PROPERTY INFORMATION		
Street Address: 8101 Highway 65 NE, Spring Lake P	ark & Unassigned Address	
Property Identification Number (PIN#): 0	1-30-24-24-0002 & 01-30-24-24-0038 C	urrent Zoning: C-1 Commercial
Legal Description (Attach if necessary):	see attached	3
APPLICANT INFORMATION		
Name: Alliant Engineering Inc.	Business Name: same	9
Address: 233 Park Avenue South		
City Minneapolis	State: MN	Zip Code: 55415
Telephone: 612-758-3080	Fax: 612-758-3099	E-mail: mkronbeck@alliant-inc.com
Contact: Mark Kronbeck		Title: Associate
OWNER INFORMATION (if different fro	m applicant)	
Name: Rubicon Development Group LLC	Business Name: same	9
Address: 1334 Hiawatha Street		
City Minot	State: ND	Zip Code: 58701
Telephone: 701-340-5294	Fax:	E-mail: tom.wentz@rubiconND.com
Contact: Tom Wentz		Title: Managing Director
DESCRIPTION OF REQUEST (attac	h additional information if needed)	
Existing Use of Property:		
	g city owned liquor store & vacant property	
Nature of Proposed Use:		
Grocery store, convenience s	tore/gas station with drive-thru coffe shop and associate	ciated parking
Reason(s) to Approve Request: PUD Appl		
2. Higher standards of site and building design through the use of trained and	experienced land planners, registered architects, or landscape arc	hitects to prepare plans for all planned unit developments
PREVIOUS APPLICATIONS PERT		
Project Name:	Date	of Application:
Nature of Request:		
NOTE: Applications only	v accorted with ALL required support	ort documents
NOTE: Applications on	y accepted with ALL required suppo See City Code	
	out only oude	

APPLICATION FEES AND EXPENSES:

The City of Spring Lake Park required all applicants to reimburse the City for any and all costs incurred by the City to review and act upon applications.

The application fee includes administrative costs which are necessary to process the application. The escrow fee will include all charges for staff time by the City Planner, City Engineer, City Attorney, and/or any other consultants as needed to process the application.

The City will track all consultant costs associated with the application. If these costs are projected to exceed the money initially deposited to your escrow account, you will be notified in the manner that you have identified below that additional monies are required in order for your application process to continue. If you choose to terminate the application (notice must be in writing), you will be responsible for all costs incurred to that point. If you choose to continue the process you will be billed for the additional monies and an explanation of expenses will be furnished. Remittance of these additional fees will be due within thirty (30) days from the date the invoice is mailed. If payment is not received as required by this agreement, the City may approve a special assessment for which the property owner specifically agrees to be to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes Section 429.081 as amended. All fees and expenses are due whether the application is approved or denied.

With my signature below, I hereby acknowledge that I have read this agreement in its entirety and understand the terms herein. I agree to pay to the City all costs incurred during the review process as set forth in this Agreement. This includes any and all expenses that exceed the initial Escrow Deposit to be paid within 30 days of billing notification. I further understand that the application process will be terminated if payment is not made and application may be denied for failure to reimburse City for costs. I further understand that the City may approve a special assessment against my property for any unpaid escrows and that I specifically waive any and all appeals under Minnesota Statutes 429.081, as amended.

I wish to be notified of additional costs in the following manner (select one):

E-mail mkronbeck@alliant-inc.com

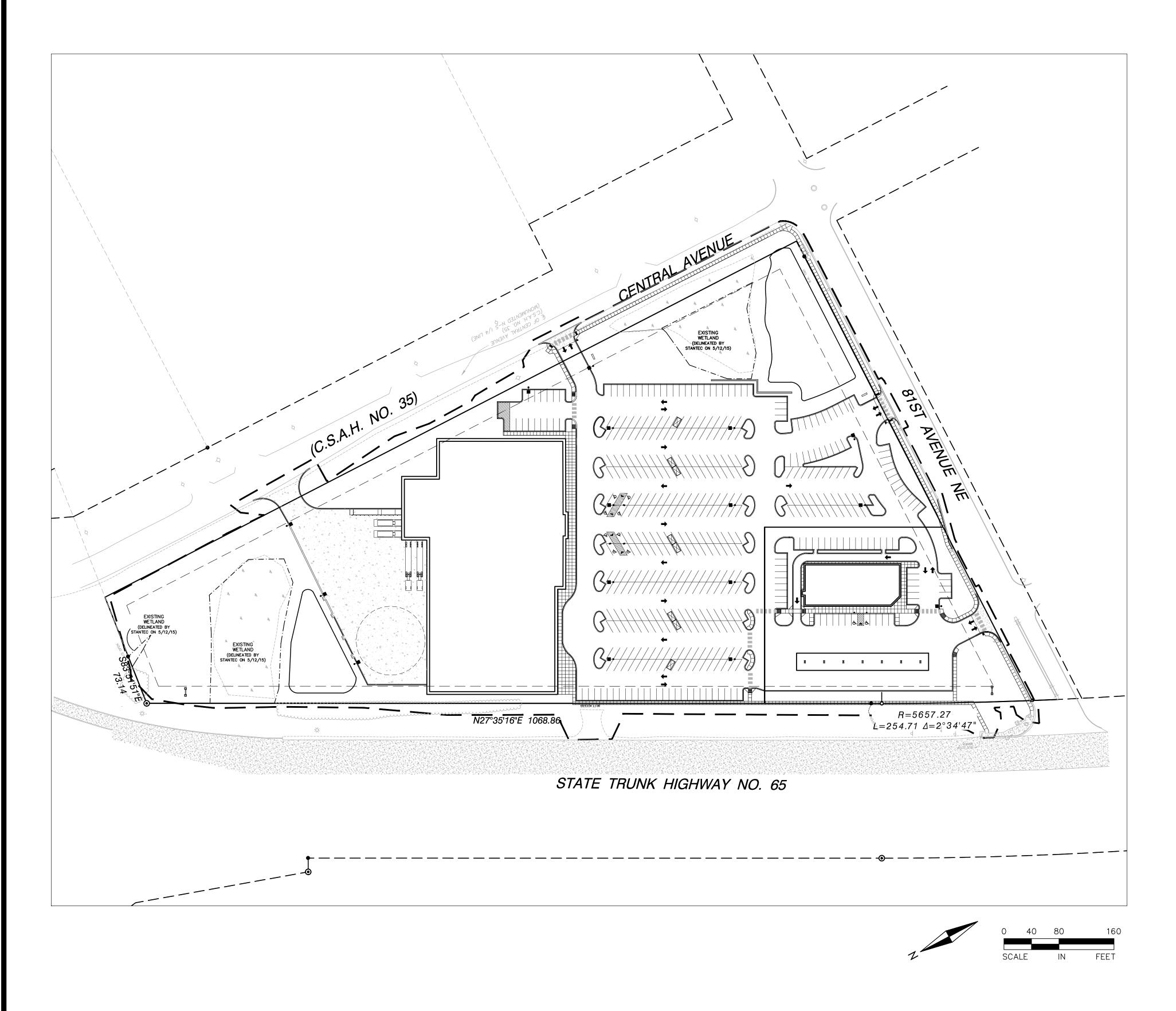
I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge.

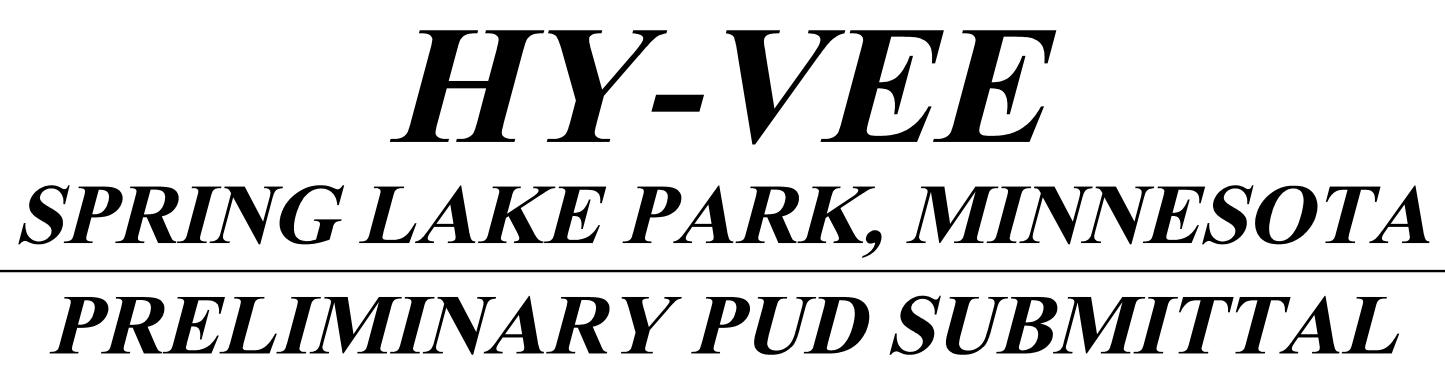
I acknowledge that I have read the statement entitled "Application Fees and Expenses" as listed above.

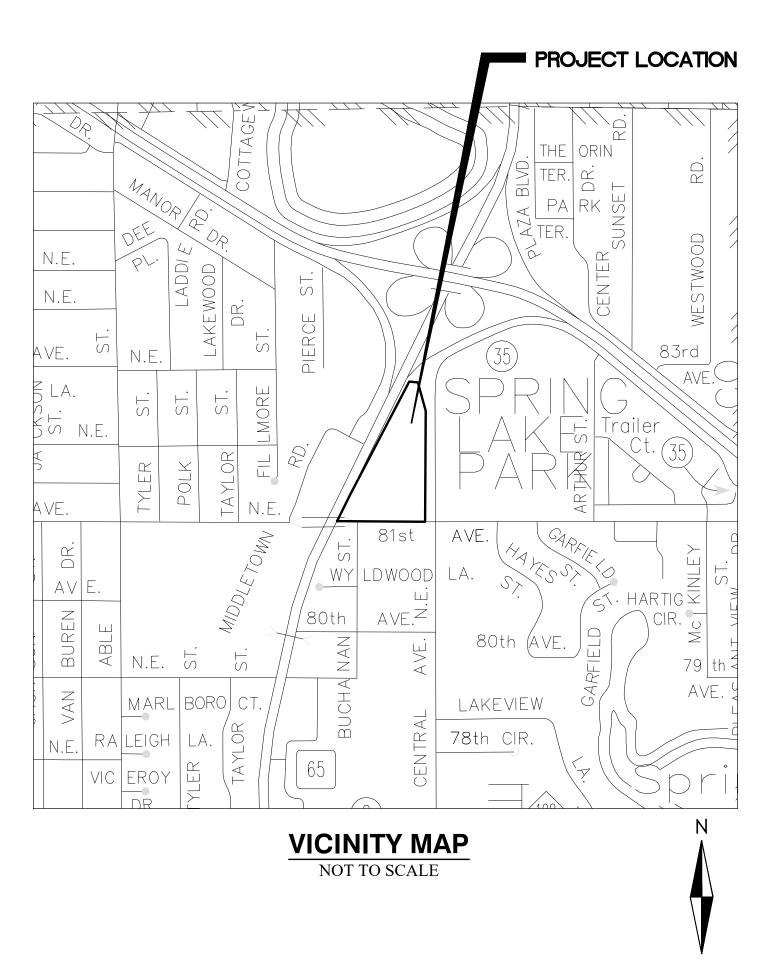
I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Applicant: Affin Ten Hy-Ver, Inc.	Date: 7/6/17
	Date: 7/18/17

NOTE: Applications only accepted with ALL required support documents. See City Code







	Sheet List
Sheet Number	Sheet Title
C-0	COVER SHEET
C-1.0	EXISTING CONDITIONS
C-2.0	PRELIMINARY PLAT
C-3.0	SITE PLAN
C-4.0	GRADING, DRAINAGE & EROSION CONTROL PLAN
C-5.0	UTILITY PLAN
L-1.0	LANDSCAPE PLAN
P-1.0	PHOTOMETRIC PLAN
	GROCERY FLOOR PLAN
A-6.0	EXTERIOR ELEVATIONS
A-6.1	EXTERIOR ELEVATIONS

OWNER

PID: 01-30-24-24-0038 RUBICON DEVELOPMENT GROUP LLC 1334 HIAWATHA STREET MINOT, ND 58701 PID: 01-30-24-24-0002 CITY OF SPRING LAKE PARK

1301-81ST AVENUE NE SPRING LAKE PARK, MN 55432

DEVELOPER

HYVEE, INC. 5820 WESTOWN PARKWAY WEST DES MOINES, IA 50266 CONTACT: JEFF STEIN PH: 515-267-2819 EM: JSTEIN@HY-VEE.COM

CONSULTANT

ALLIANT ENGINEERING, INC. 233 PARK AVENUE SOUTH, SUITE 300 MINNEAPOLIS, MN 55415 PH: 612-758-3080 / FX: 612-758-3099

CIVIL ENGINEER

CLARK WICKLUND LICENSE NO. 40922 EM: cwicklund@alliant-inc.com

SURVEYOR

DENNIS B. OLMSTEAD LICENSE NO. 18425 EM: dolmstead@alliant-inc.com

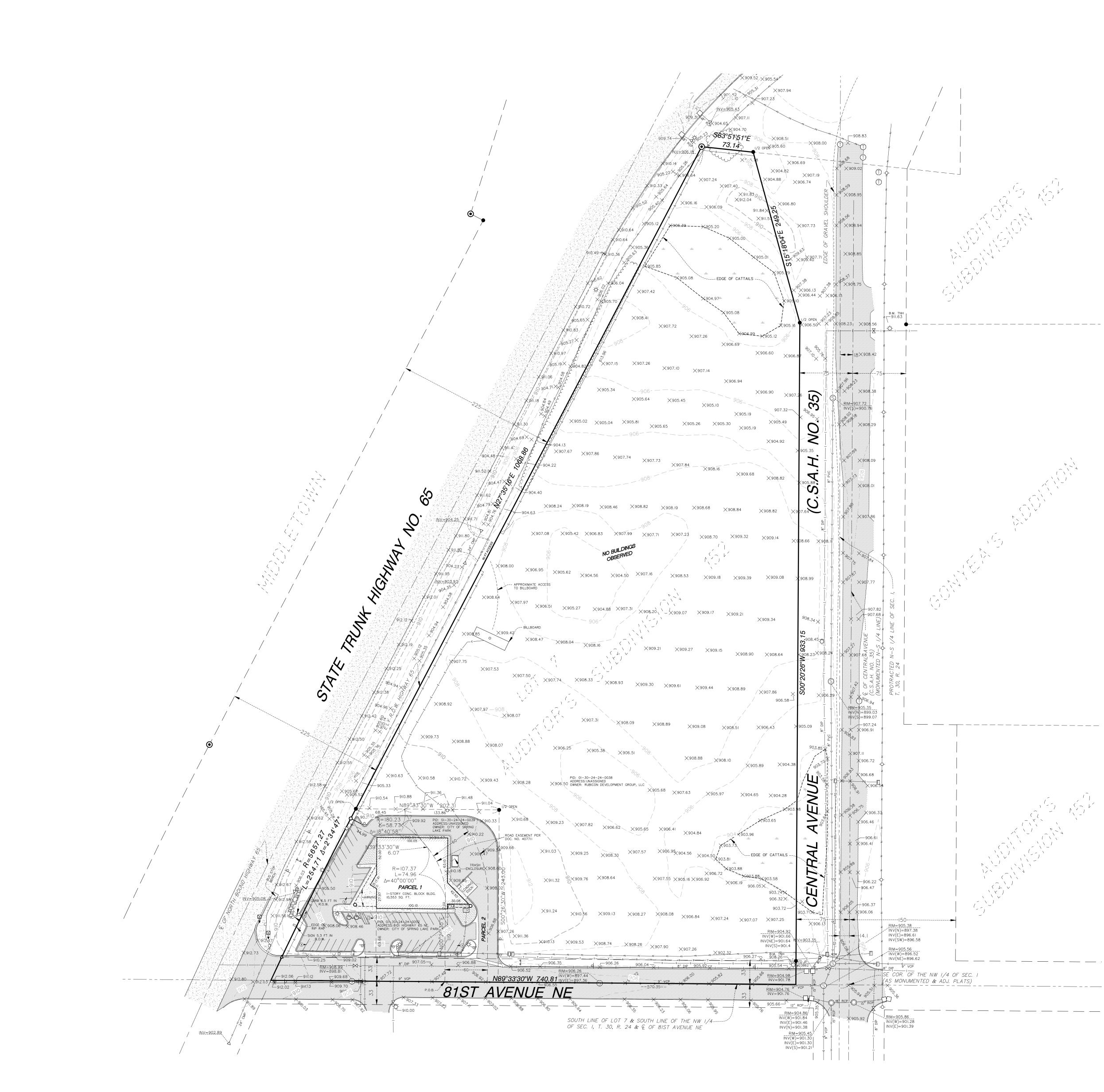
LANDSCAPE ARCHITECT MARK KRONBECK, PLA, ASLA LICENSE NO. 26222 EM: mkronbeck@alliant-inc.com

GENERAL NOTES:

- 1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- 2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
- 3. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION & REMOVAL OF ALL EXISTING STRUCTURES WHICH INTERFERE WITH NEW WORK AS SHOWN.
- 4. CONCRETE SIDEWALK AND CURB & GUTTER SHALL BE REMOVED TO NEAREST CONSTRUCTION JOINT OUTSIDE THE REMOVAL LIMITS.
- 5. DIMENSIONS, GRADES, EXISTING AND PROPOSED INFORMATION SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO INFORMATION SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- 6. DIMENSIONS SHOWN ARE TO FACE OF CURB, CENTER OF STRUCTURE, EDGE OF SIDEWALK OR EXTERIOR OF BUILDING.
- 7. CONCRETE SIDEWALK ADJACENT TO BUILDING SHALL BE SEPARATED BY A 1/2" EXPANSION JOINT.
- 8. PROTECT ANY EXISTING CONCRETE SIDEWALKS DURING ALL PHASES OF CONSTRUCTION. CONTRACTOR TO REPLACE ANY CRACKED OR BROKEN PANELS CAUSED BY SITE CONSTRUCTION.
- 9. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL & DISPOSAL OF THE EXISTING BITUMINOUS. BITUMINOUS SHALL BE SAW CUT OR JACK HAMMERED FOR STRAIGHT EDGES. TACK SHALL BE USED ON BITUMINOUS EDGE PRIOR TO PATCHING. MATCH EXISTING GRADES.
- 10. CONTRACTOR SHALL PROTECT ADJOINING PROPERTIES & STRUCTURES FROM HAZARDS ASSOCIATED WITH HIS CONSTRUCTION ACTIVITIES & SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTIES & STRUCTURES THAT OCCUR AS A RESULT OF THESE ACTIVITIES.
- 11. CONTRACTOR SHALL NOT IMPEDE EXISTING TRAFFIC CIRCULATION TO ADJACENT BUSINESSES.
- 12. CONTRACTOR SHALL PERFORM SWEEPING ON PRIVATE PARKING AREAS AND PUBLIC STREETS AT LEAST ONCE A WEEK, ONCE A DAY IF NEEDED.
- 13. CONTRACTOR SHALL BE HELD FULLY RESPONSIBLE TO PREVENT AND ELIMINATE ANY DUST NUISANCE OCCASIONED BY AND DURING CONSTRUCTION, UNTIL THE PROJECT HAS BEEN COMPLETED AND HANDED OVER.

FOR REVIEW ONLY PRELIMINARY NOT FOR CONSTRUCTION

TELEPHON FAX: (515)	E IC. TOWN MOI NE: (!) 267-) 267-) 267-) 267-) 100 E NE: (!) 267-) 267-] 267-	MPLOY N PARK NES, IC 515) 26 2935 2935 A N RING VE S, S, MN 80 MA 99 FA	T Ste 300 55415
HY-VEE HIGHWAY 65 & 81ST AVE NE	SPRING LAKE PARK, MN	PRELIMINARY PUD AND PRELIMINARY PLAT	COVER SHEET
l hereby cer specification, prepared by direct supery am a duly L PROFESSIONA the laws of MINNESOTA CLARK WICKLU	, or me vision Licens L EN the S	report or und and ti sed GINEER State o PE	was er my hat l under
	SUE	ANCE/ DATE PRE-PI	
PROJECT TI DESIGNED: DRAWN: PROJECT NO:	EAM		МК ЕМК —0068



LEGAL DESCRIPTION - COMMITMENT NO. 52782

That part of Lot 7, Auditor's Subdivision No. 152, Anoka County, Minnesota, lying Easterly of State Highway No. 65, except that part described as follows:

Beginning at a point on the South line of said Lot 7, distant 570.35 feet Westerly of the Southeast corner of the Northwest Quarter of Section 1, Township 30, Range 24; thence Northerly, perpendicular to said South line, 119.00 feet; thence on a tangential curve to the left 74.96 feet; radius on said curve is 107.37 feet; thence tangent to last described curve 6.07 feet; thence on a tangential curve to the right 58.77 feet; radius of said curve is 180.23 feet; thence Westerly, parallel with said South line, 68.22 feet to the Easterly right of way line of said Highway 65; thence Southwesterly, along said right of way line, to said South line; thence Easterly, along said South line, to the point of beginning.

EXCEPT THE FOLLOWING:

That part of Lot 7, Auditor's Subdivision No. 152 described as follows: Beginning at a point on the South line of the Northwest Quarter of Section 1, Township 30, Range 24, Anoka County, Minnesota, distant 570.35 feet West of the Southeast corner of said Northwest Quarter; thence North perpendicular to said South line a distance of 119.00 feet; thence Northwesterly on a tangential curve to the left having a radius of 107.37 feet (delta angle of 40 degrees 00 minutes) a distance of 74.96 feet; thence Northwesterly tangent to said curve a distance of 6.07 feet; thence Northerly on a tangential curve to the right having a radius of 180.23 feet (delta angle of 18 degrees 40 minutes 58 seconds) a distance of 58.77 feet; thence East parallel with said South line 133.86 feet; thence South perpendicular to said South line a distance of 243.00 feet to the said South line of the Northwest Quarter; thence Westerly to the point of beginning, according to the recorded plat thereof, Anoka County, Minnesota.

Abstract Property

LEGAL DESCRIPTION - COMMITMENT NO. 52940

Parcel 1:

That part of Lot 7, Auditor's Subdivision No. 152, described as follows:

Beginning at a point on the South line of the Northwest Quarter of Section 1, Township 30, Range 24, Anoka County, Minnesota, distant 570.35 feet West of the Southeast corner of said Northwest Quarter; thence North perpendicular to said South line a distance of 119.0 feet; thence Northwesterly on a tangential curve to the left having a radius of 107.37 feet (delta angle of 40 degrees 00 minutes) a distance of 74.96 feet; thence Northwesterly tangent to said curve a distance of 6.07 feet; thence Northerly on a tangential curve to the right having a radius of 180.23 feet (delta angle of 18 degrees 40 minutes 58 seconds) a distance of 58.77 feet; thence West parallel with said South line 68.22 feet, more or less, to the Easterly line of State Trunk Highway No. 65; thence Southwesterly along said Easterly line to the South line of said Northwest Quarter; thence East along said South line to the point of beginning.

Anoka County, Minnesota Abstract Property

Parcel 2:

That part of Lot 7, Auditor's Subdivision No. 152, described as follows:

Beginning at a point on the South line of the Northwest Quarter of Section 1, Township 30, Range 24, Anoka County, Minnesota, distant 570.35 feet West of the Southeast corner of said Northwest Quarter; thence North perpendicular to said South line a distance of 119.0 feet; thence Northwesterly on a tangential curve to the left having a radius of 107.37 feet (delta angle of 40 degrees 00 minutes) a distance of 74.96 feet; thence Northwesterly tangent to said curve a distance of 6.07 feet; thence Northerly on a tangential curve to the right having a radius of 180.23 feet (delta angle of 18 degrees 40 minutes 58 seconds) a distance of 58.77 feet; thence East parallel with said South line 133.86 feet; thence South perpendicular to said South line a distance of 243.00 feet to the said South line of the Northwest Quarter; thence Westerly to the point of beginning.

Anoka County, Minnesota Abstract Property

NOTES 1. This survey and the property description shown herein are based upon information found in the commitments for title insurance

prepared by Commercial Partners Title, LLC as issuing agent for Stewart Title Guaranty Company, Commitment no. 52782, dated March 30, 2017 and Commitment no. 52940, dated April 26, 2017.

2. The locations of underground utilities are depicted based on information from Gopher State One Call system for a "Boundary Survey locate". The information was provided by a combination of available maps, proposed plans or city records and field locations which may not be exact. Verify all utilities critical to construction or design.

3. The orientation of this bearing system is based on the Anoka County Coordinate System NAD83, 1996 HARN.

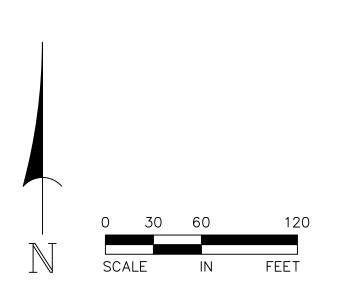
4. All distances are in feet.

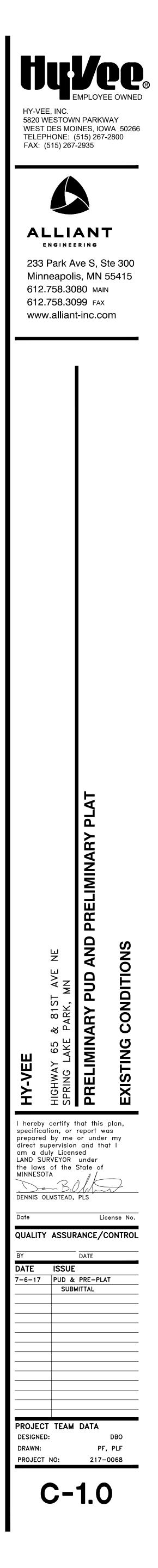
5. The area of the above described property is 514,289 square feet or 11.806 acres.

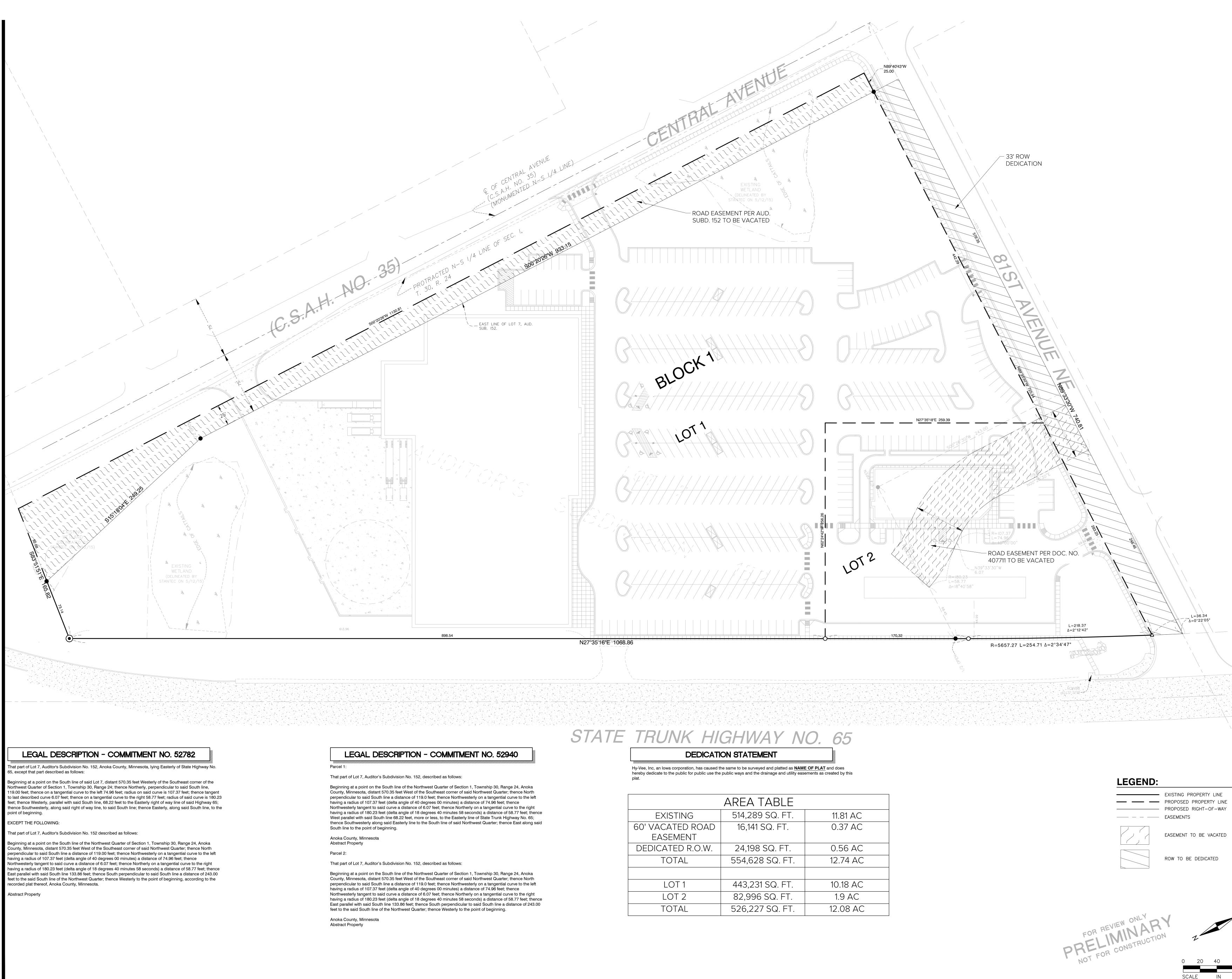
6. 81st Avenue NE appears to be a prescriptive easement. The Anoka half section map depicts 35 feet on the north half and 33 on the south half. Record drawings show both 35 feet and 33 feet. We talked to City Public Works Director Terry Randall who said he would depict as 33 feet as they have no written record determining the width of right-of-way.

7. Bench Mark 1: Top nut of hydrant located at the intersection of 81st Ave NE and Central Ave NE near the southeast property corner having an elevation of 908.26 feet NAVD88.

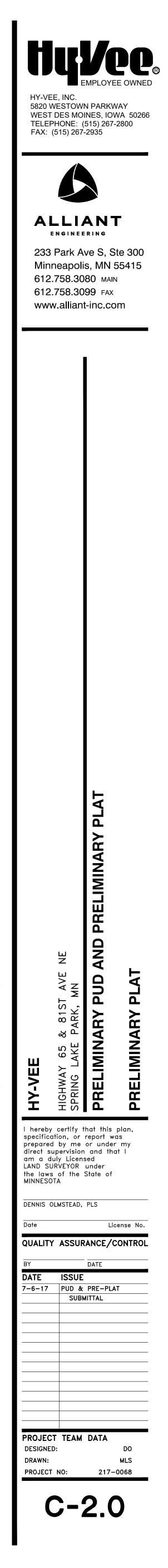
	EGEND	
 FOUND IRON MONUMENT SET CAP IRON MONUMENT 18425 FOUND RIGHT-OF-WAY MONUMENT SET MONUMENT SET MONUMENT HYDRANT WATER VALVE TELEPHONE BOX SANITARY MANHOLE SIGN CATCH BASIN ELECTRIC BOX STORM MANHOLE POWER POLE HAND HOLE FIBER OPTIC VAULT TELEPHONE MANHOLE BOLLARD CABLE BOX 	>>> >> E E T T OE OE F0 F0	SANITARY SEWER STORM SEWER WATERMAIN UNDERGROUND ELECTRIC UNDERGROUND TELEPHONE OVERHEAD ELECTRIC UNDERGROUND FIBER OPTI RESTRICTED ACCESS

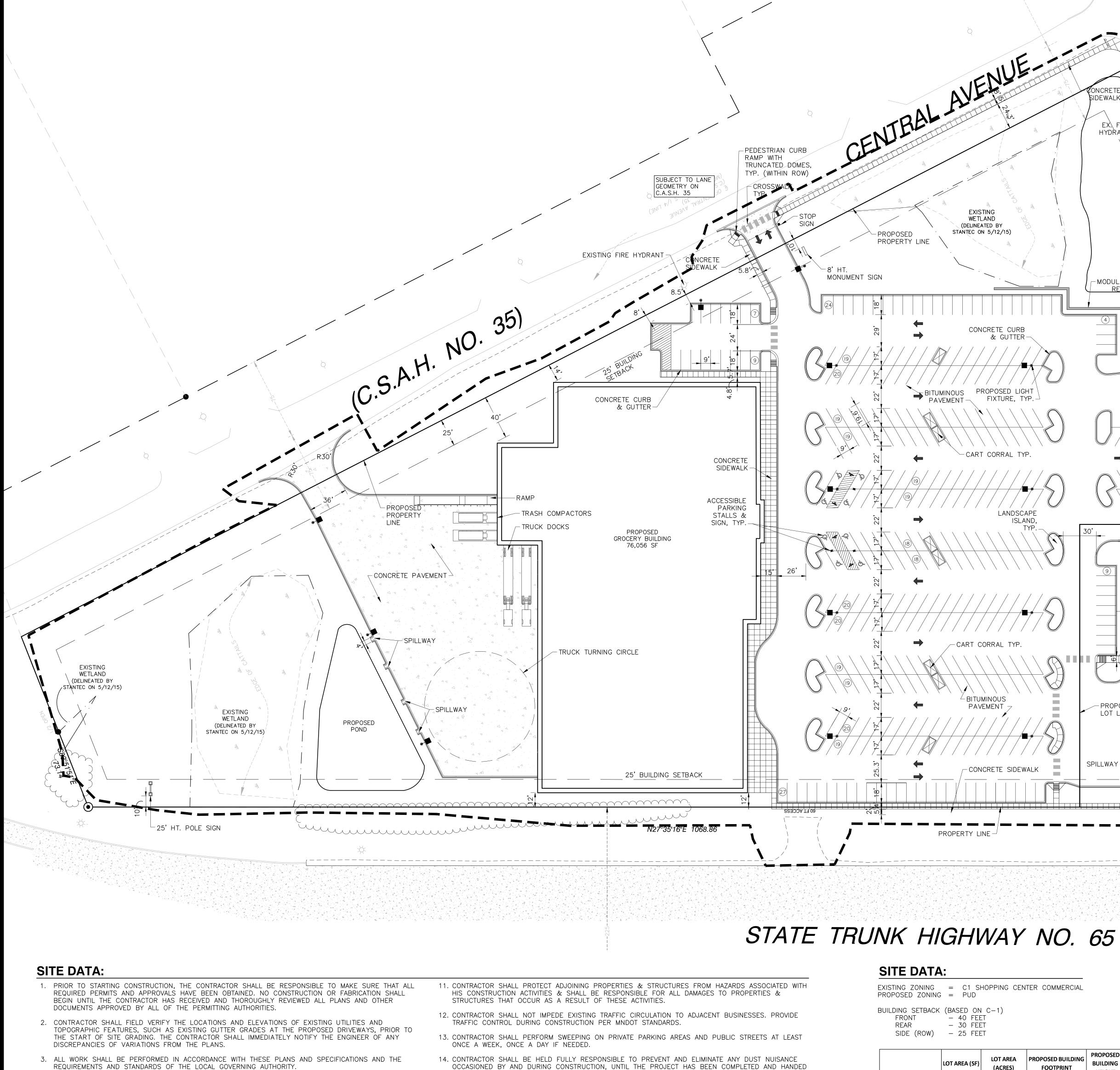






11.81 AC
0.37 AC
0.56 AC
12.74 AC
10.18 AC
1.9 AC
12.08 AC





- 4. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION & REMOVAL OF ALL EXISTING STRUCTURES WHICH
- INTERFERE WITH NEW WORK AS SHOWN.
- 5. CONCRETE SIDEWALK AND CURB & GUTTER SHALL BE REMOVED TO NEAREST CONSTRUCTION JOINT OUTSIDE THE REMOVAL LIMITS.
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- OVER.
- 15. REFER TO ARCHITECTURAL DRAWINGS FOR CONCRETE STOOPS ADJACENT TO PROPOSED BUILDING. 16. CONTINUOUS CONCRETE CURB & GUTTER WHICH CHANGES TYPE SHALL HAVE A FIVE FOOT TRANSITION.
- 17. ALL CONCRETE CURB AND GUTTER ADJACENT TO CONCRETE WALK BE SEPARATED BY A 1/2 INCH
- EXPANSION JOINT. 18. PARKING LOT STRIPING SHALL BE 4 INCH WHITE.
- 19. ALL WORK WITHIN THE R.O.W. STALL COMPLY WITH THE CITY ENGINEERING DESIGN STANDARDS.
- 20. ALL CURB AND GUTTER TO BE CONCRETE B612 CURB UNLESS NOTED OTHERWISE.
- 21. CONCRETE APRONS TO BE INSTALLED FOR ALL ACCESS DRIVES ONTO PUBLIC STREETS PER CITY STANDARDS.
- BROOM FINISHED.

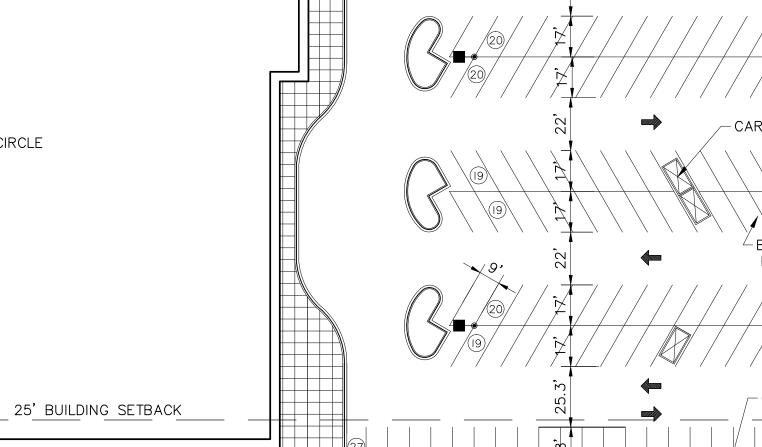
24. RETAINING WALLS, WHERE HEIGHT IS MORE THAN 30" FROM FINISHED GRADE, SHALL HAVE A 42" GUARDRAIL OR FENCE ATOP THE WALL UNLESS OTHERWISE NOTED ON PLANS.

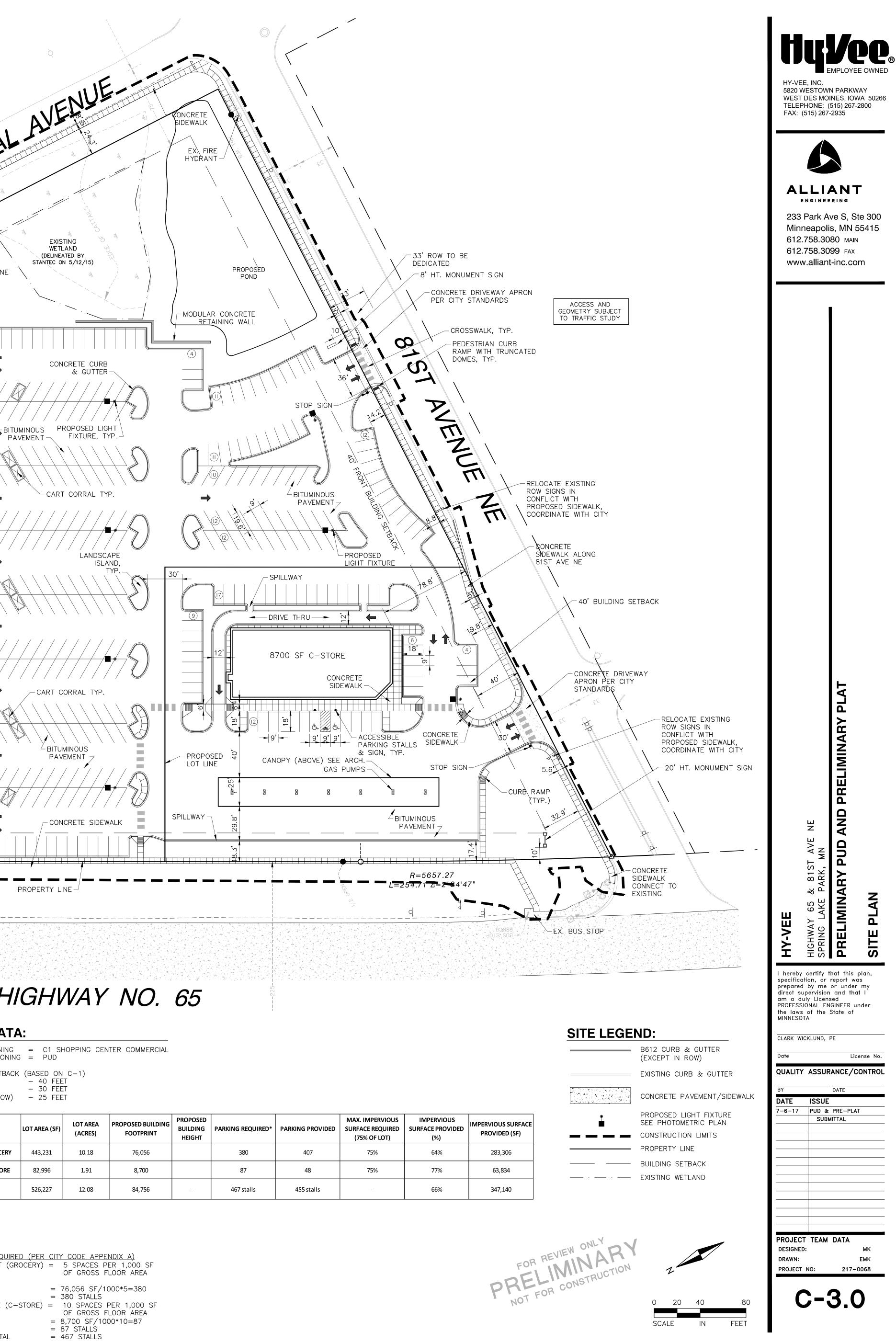
22. ALL CONCRETE PADS TO BE 3000 PSI AIR ENTRAINED 6" CONCRETE WITH #4 BARS @ 12" O.C. AND

23. REFER TO PHOTOMETRIC PLAN FOR LOCATIONS, FOOTCANDLE PRINT OUT AND SPECIFICATIONS.

REQUIRED TOTAL

EXISTING ZONING PROPOSED ZONING		IOPPING CEN	ITER COMMERCIAL						
BUILDING SETBACK FRONT REAR SIDE (ROW)	(BASED ON – 40 FEE – 30 FEE – 25 FEE	T T							
	LOT AREA (SF)	LOT AREA (ACRES)	PROPOSED BUILDING FOOTPRINT	PROPOSED BUILDING HEIGHT	PARKING REQUIRED*	PARKING PROVIDED	MAX. IMPERVIOUS	IMPERVIOUS SURFACE PROVIDED	IMPERVIOUS SURFACE PROVIDED (SF)
			1	псюпт			(75% OF LOT)	(%)	
LOT 1 - GROCERY	443,231	10.18	76,056	пеюнт	380	407	(75% OF LOT) 75%	64%	283,306
LOT 1 - GROCERY	443,231 82,996	10.18	76,056 8,700	neidhi	380 87	407 48			283,306 63,834

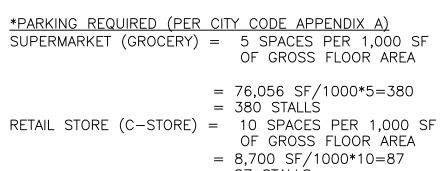




LANDSCAPE

TYP

 EXISTING CURB &
CONCRETE PAVEN
PROPOSED LIGHT SEE PHOTOMETRI
CONSTRUCTION LI
 PROPERTY LINE
 BUILDING SETBAC

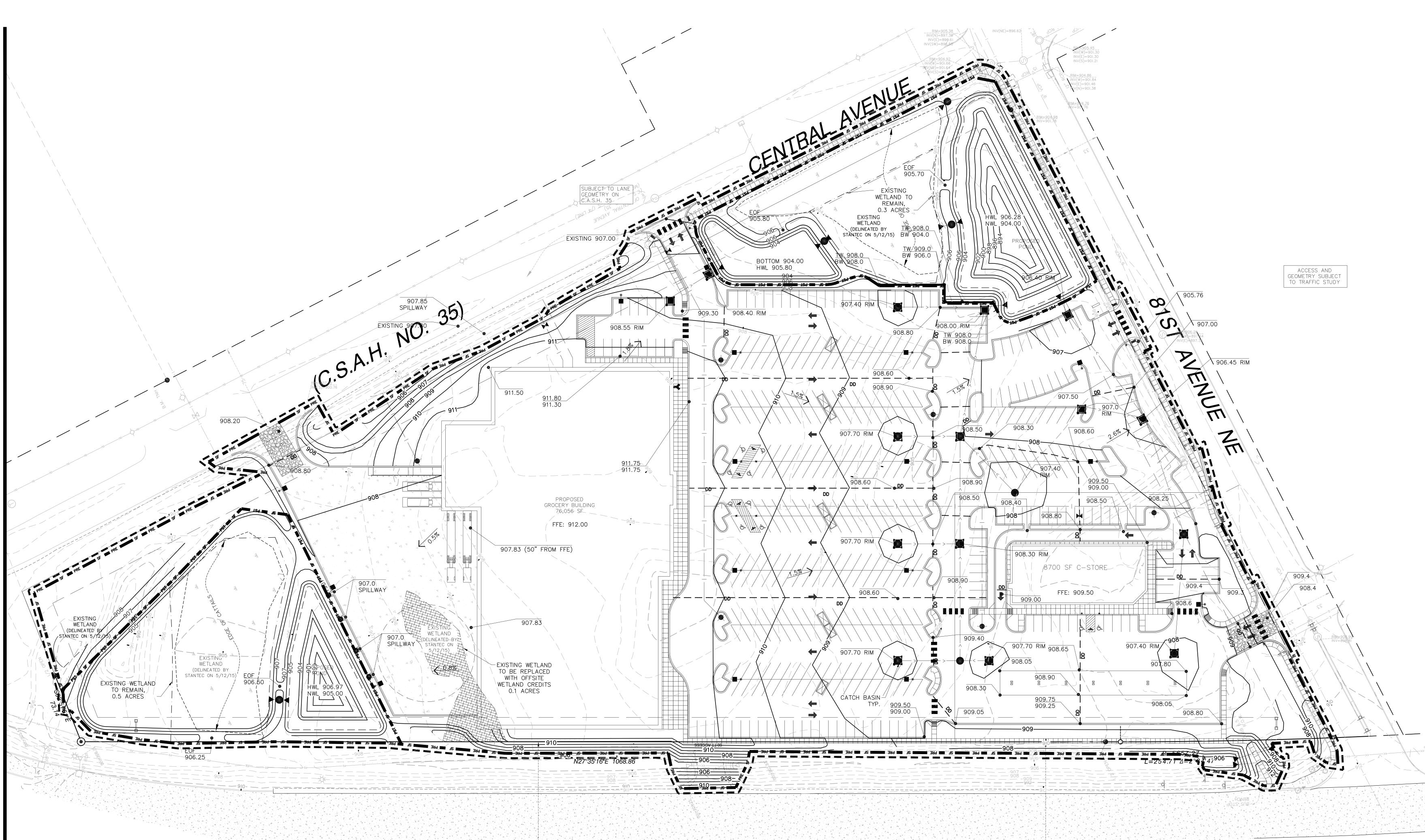


= 380 STALLS

= 87 STALLS

= 467 STALLS





GRADING NOTES:

- ALL FINISHED GRADES SHALL SLOPE AWAY FROM PROPOSED BUILDINGS.
- THE CONTRACTOR SHALL KEEP THE ADJACENT ROADWAYS FREE OF DEBRIS AND PREVENT THE OFF-SITE TRACKING OF SOIL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY AND WATERSHED.
- 3. NOTIFY GOPHER STATE ONE CALL, AT (800)252-1166, 48 HOURS PRIOR TO START OF CONSTRUCTION.
- 4. ALL IMPROVEMENTS TO CONFORM WITH CITY OF SPRING LAKE PARK CONSTRUCTION STANDARDS SPECIFICATION, LATEST EDITION.
- 5. ROCK CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL CONSTRUCTION ACCESS
- 6. REFER TO GEOTECHNICAL REPORT AND PROJECT MANUAL, FOR SOIL CORRECTION REQUIREMENTS AND TESTING REQUIREMENTS.
- 7. STRIP TOPSOIL PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE. STOCKPILE PERIMETERS MUST BE PROTECTED WITH SILT FENCE.
- 8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- 9. IMMEDIATELY FOLLOWING GRADING OF (3:1 OR GREATER) SIDE SLOPES AND DRAINAGE SWALES, WOOD FIBER BLANKET OR OTHER APPROVED SOIL STABILIZING METHOD (APPROVED BY ENGINEER) SHALL BE APPLIED OVER APPROVED SEED MIXTURE AND A MINIMUM OF 4" TOPSOIL.
- 10. THE GENERAL CONTRACTOR MUST DISCUSS DEWATERING PLANS WITH ALL SUBCONTRACTORS TO VERIFY NPDES REQUIREMENTS. IF DEWATERING IS REQUIRED DURING CONSTRUCTION, CONTRACTOR SHOULD CONSULT WITH EROSION CONTROL INSPECTOR AND ENGINEER TO DETERMINE APPROPRIATE METHOD.
- 11. REFER TO STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR ALL EROSION AND SEDIMENT CONTROL DEVICE LOCATION, DESCRIPTIONS, NOTES AND DETAILS INCLUDING CONCRETE WASHOUT STATION INSTRUCTIONS.
- 12. BUILDING PERMITS ARE REQUIRED FOR ALL RETAINING WALLS 4 FEET IN HEIGHT OR GREATER AND THE WALLS SHALL BE DESIGNED BY A STRUCTURAL ENGINEER WITH DESIGN REVIEWED AND APPROVED BY THE CITY PRIOR TO INSTALLATION.
- 13. A 4 FOOT SAFETY RAILING IS REQUIRED ATOP ALL WALLS 30" IN HEIGHT OR GREATER.

	EXISTING PEAK DISCHARGE RATES FROM HYDROCAD								
			DISCHARGE P	DINT					
STORM EVENT	NO	RTH	SOU	THWEST	SO	UTHEAST			
	PEAK RATE	80% OF PEAK RATE	PEAK RATE	80% OF PEAK RATE	PEAK RATE	80% OF PEAK RATE			
[YR]	[CFS]	[CFS] [CFS]		[CFS]	[CFS]	[CFS]			
2	0.04	0.03	2.07	1.66	4.53	3.62			
10	0.17	0.14	3.64	2.91	7.53	6.02			
100	3.52	2.82	7.53	6.02	16.08	12.86			
	PRO	POSED PEAK DISCHARGE	RATES FROM HYE	DROCAD					
			DISCHARGE P	JINT					
STORM EVENT	NO	RTH	SOU	ITHWEST	SOUTHEAST				
	РЕАК	(RATE	PEAK RATE			AK RATE			
[YR]	[C	FS]		[CFS]	[CFS]				
2		0		0.47		3.07			
10		0		1.07		5.36			
100	2.	.84		2.57		11.47			

WA	TER QUALITY SUMMARY	
	NURP Volume Required	NURP Volume Provided
POND	[AC-FT]	[AC-FT]
NORTH	0.495	0.510
SOUTH	1.048	1.620
TOTAL	1.543	2.130

STATE TRUNK HIGHWAY NO. 65

STORMWATER MANAGEMENT SUMMARY

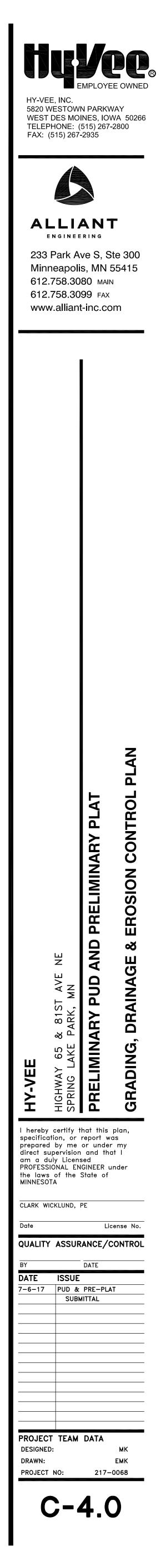
GRADING LEGEND

908	EXISTING CONTOUR
908	PROPOSED CONTOUR PROPOSED SPOT ELEVATION
TW 964.5 BW 961.5	TOP OF WALL ELEVATION BOTTOM OF WALL ELEVATION
2.00%	DIRECTION OF DRAINAGE
	EMERGENCY OVERFLOW ROUTING

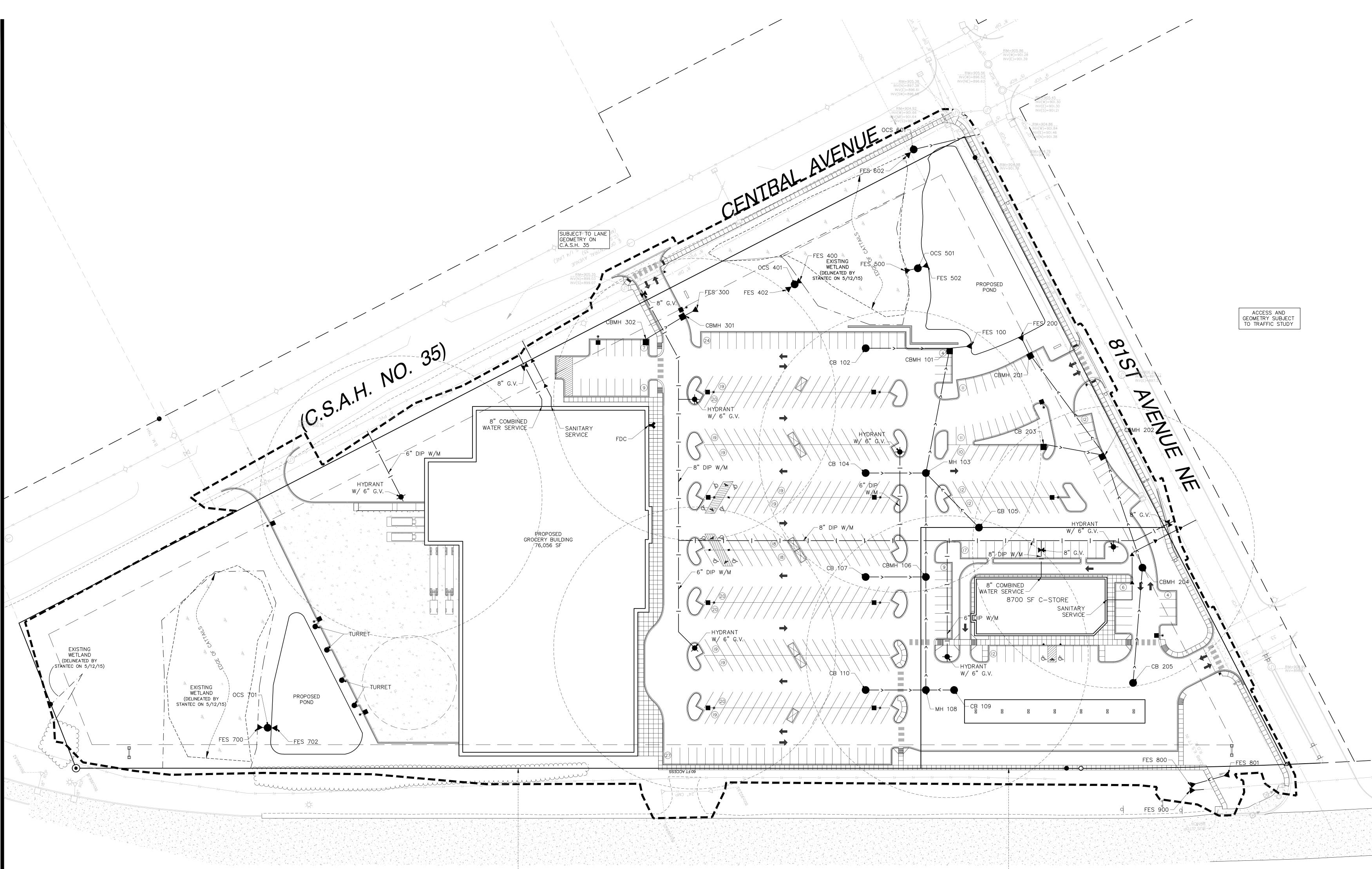
	PROPOSED CATCH BASINS
	PROPOSED STORM SEWER
	PROPOSED LIMITS OF CONSTRUCTIO
	PROPOSED EASEMENT
	PROPERTY LINE
	SETBACK LINE
	LOT LINE
	RIGHT-OF-WAY
<u>DD</u>	DRAINAGE DIVIDE
PRE SF	PROPOSED SILT FENCE (PRE GRADI
PST PST SF	PROPOSED SILT FENCE (POST GRAE
	INLET PROTECTION

FOR REVIEW ONLY PRELIMINARY NOT FOR CONSTRUCTION

0 20 40 80 SCALE IN



DING) ADING)



UTILITY NOTES

- EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION
- MAINTAIN A MIN. 18" VERTICAL SEPARATION AT ALL PIPE CROSSINGS. LOWER WATERMAIN AS NECESSARY W/ BENDS AND SEWER
- 3. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
- 4. PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER AND WATERMAIN CROSSINGS WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 3'.
- 5. ALL UTILITY WORK WITHIN THE R.O.W. SHALL COMPLY WITH THE CITY OF WHITE BEAR LAKE ENGINEERING GUIDELINES.
- 6. NOTIFY GOPHER STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
- 7. PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MNDOT "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS-FIELD MANUAL" LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W. 8. ALL STORM SEWER CASTINGS SHALL BE NEENAH OR APPROVED EQUAL.
- 9. WATERMAIN, SERVICES, AND VALVES SHALL BE INSTALLED WITH MINIMUM 7.5' OF COVER.
- 10. WATER SERVICES MAY BE PLACED IN SAME TRENCH AS SEWER SERVICES PROVIDED THAT A 24" VERTICAL & A 36" HORIZONTAL SEPARATION ARE MAINTANED.
- 11. ALL 6" AND 8" WATERMAIN SHALL BE D.I.P. CL52
- 12. PIPE LENGTHS LISTED IN SCHEDULE ARE MEASURED FROM CENTER TO CENTER OF SHOWN STRUCTURES.
- 13. ROOF DRAINS (RD) TO BE CONSTRUCTED PER ARCHITECTURAL PLANS. CONTRACTOR TO TIE ROOF DRAINS TO PROVIDED STORMSEWER MANHOLES.
- 14. HYDRANT GATE VALVES SHALL NOT BE PLACED IN THE CURB.

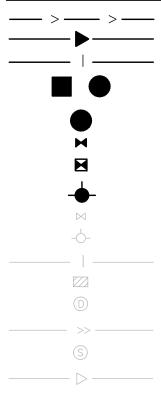
MH	I/CB	P. DIA	P. SLOPE	P. TYPE	PIPE	FROM	то	RIM	STR.	CAST	BUILD	MI	H/CB	P. DIA	P. SLOPE	P. TYPE	PIPE	FROM	ТО
FROM	то	[IN]	S [%]		LENGTH [FT]	INVERT	INVERT	ELEV	TYPE	TYPE	(FT)	FROM	то	[IN]	S [%]		LENGTH [FT]	INVERT	INVER
CB 110	MH 108	12	0.440	RCP	64.1	905.43	905.15	907.70	48	R-2501	2.27	OCS 401	FES 400	18	0.000	RCP	7.0	904.00	904.00
CB 109	MH 108	12	0.440	RCP	30.0	905.28	905.15	907.70	48	R-2501	2.42								
MH 108	CBMH 106	15	0.330	RCP	120.3	905.15	904.75	908.55	48	R-1642	3.40	FES 502	OCS 501	21	0.000	RCP	11.0	904.00	904.00
CB 107	CBMH 106	12	0.440	RCP	64.0	905.03	904.75	907.70	48	R-2501	2.67	OCS 501	FES 500	18	0.000	RCP	13.6	904.00	904.00
CBMH 106	MH 103	21	0.210	RCP	110.6	904.75	904.52	908.30	48	R-2501	3.55								
CB 105	MH 103	12	0.440	RCP	80.9	904.88	904.52	907.40	48	R-2501	2.52	FES 602	OCS 601	21	0.000	RCP	10.0	904.00	904.00
CB 104	MH 103	12	0.440	RCP	64.0	904.80	904.52	907.70	48	R-2501	2.90	OCS 601	EX CBMH	18	0.300	RCP	67.1	903.65	901.64
MH 103	CBMH 101	21	0.310	RCP	135.2	904.52	904.10	908.10	48	R-1642	3.58								
CB 102	CBMH 101	12	0.440	RCP	89.4	904.50	904.10	907.40	48	R-2501	2.90	FES 702	OCS 701	21	0.000	RCP	9.9	905.00	905.00
CBMH 101	FES 100	21	0.440	RCP	23.1	904.10	904.00	908.00	48	R-3067-V	3.90	OCS 701	FES 700	18	0.000	RCP	10.7	905.00	905.00
CB 205	MH 204	12	0.440	RCP	123.0	905.46	904.91	907.40	48	R-2501	1.94	FES 801	FES 800	12	2.400	RCP	41.9	907.00	906.00
MH 204	CBMH 202	15	0.330	RCP	126.0	904.91	904.50	908.50	48	R-1642	3.59								
CB 203	CBMH 202	12	0.440	RCP	66.3	904.79	904.50	907.00	2X3	R-3067-V	2.21	FES 900	EX PIPE	24	0.950	RCP	14.6	905.22	905.08
CBMH 202	CBMH 201	15	0.330	RCP	135.2	904.50	904.05	906.45	48	R-3067-V	1.95								
CBMH 201	FES 200	18	0.260	RCP	19.9	904.05	904.00	906.40	48	R-3067-V	2.35								
CB 302	CBMH 301	12	1.000	RCP	48.8	904.84	904.36	908.55	2X3	R-3067-V	3.71								
CBMH 301	FES 300	12	2.500	RCP	14.2	904.36	904.00	908.40	48	R-3067-V	4.04								

STATE TRUNK HIGHWAY NO. 65

STORM SEWER SCHEDULE

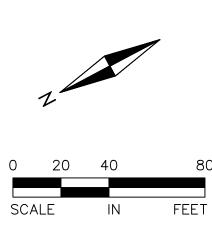
FORIMSTR.CASTBUILD/ERTELEVTYPETYPE(FT) .00 | 906.00 | ____ .00 .00 906.00 .64 906.00 00 | 907.00 | 00.ذ 00 5.08

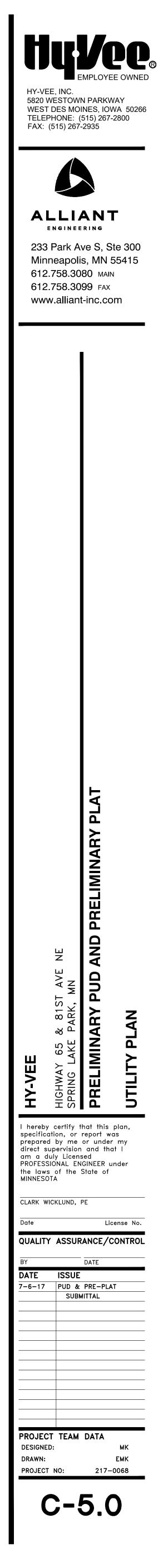
LEGEND

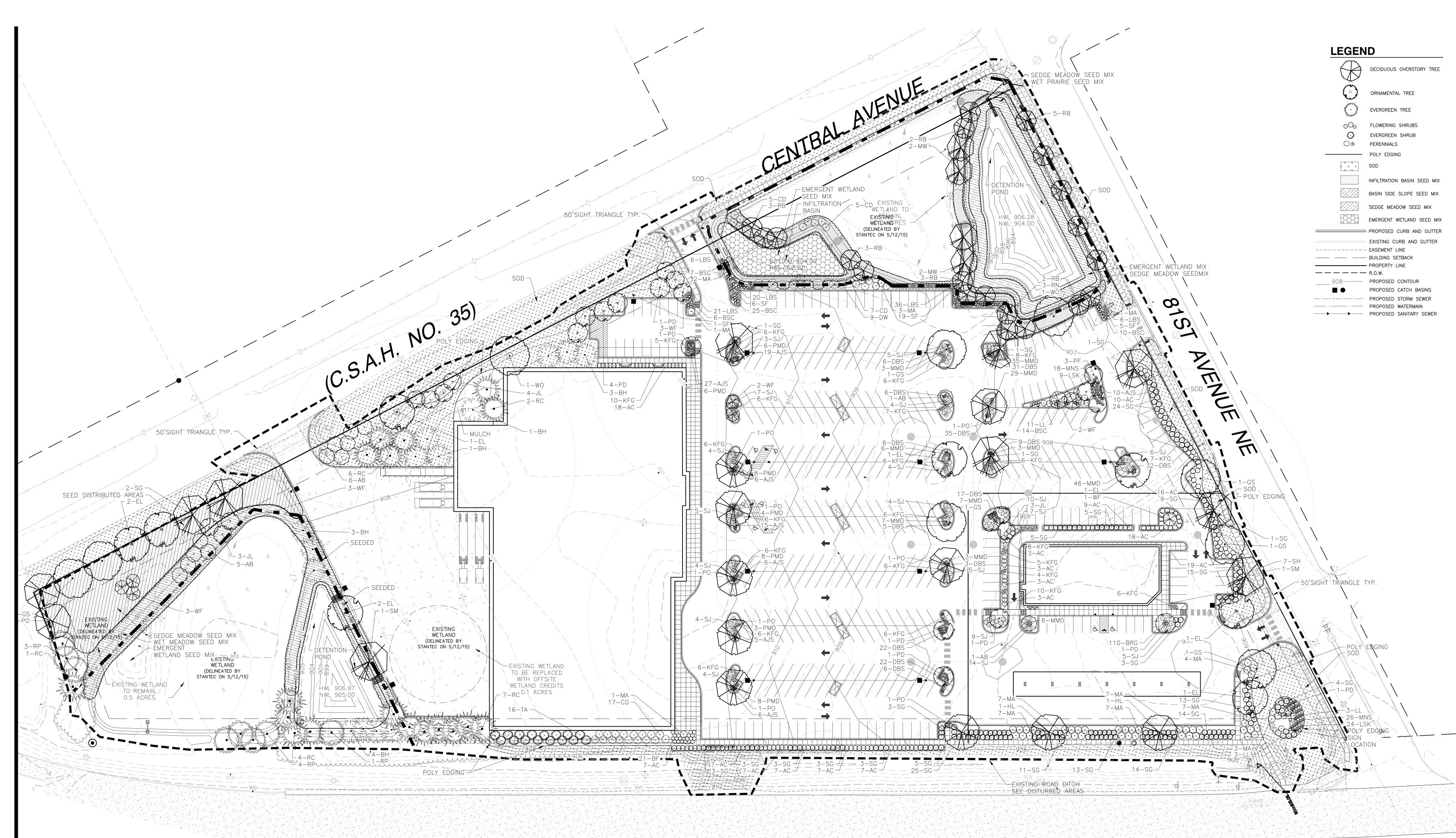


PROPOSED STORM SEWER
PROPOSED SANITARY SEWER
PROPOSED WATERMAIN
PROPOSED STORM CATCH BASIN/MANHO
PROPOSED SANITARY MANHOLE PROPOSED BUTTERFLY/GATE VALVE PROPOSED POST INDICATOR VALVE
PROPOSED HYDRANT
EXISTING GATE VALVE
EXISTING HYDRANT
EXISTING WATERMAIN
EXISTING CATCH BASIN
EXISTING STORM MANHOLE
EXISTING STORM SEWER
EXISTING SANITARY MANHOLE
EXISTING SANITARY SEWER

PRELIEW ONLY PRELIMARY NOT FOR CONSTRUCTION







SEED PLANTING NOTES:

FILTRATION AREA SEED MIX: MN STATE SEED MIX 33-262. SEEDING RATE TO BE 44 LBS/ACRE (PURE LIVE SEED). NATIVE SEED MIX: MN STATE SEED MIX 35-221. SEEDING RATE TO BE 36.5 LBS/ACRE (PURE LIVE SEED).

SEDGE MEADOW SEED MIX: SHOOTING STAR SEED MIX SSNS SEDGE MEADOW MIX. SEEDING RATE TO BE 12 LBS/ACRE (PURE LIVE SEED)

EMERGENT WETLAND SEED MIX: SHOOTING STAR SEED MIX 34-181 EMERGENT WETLAND SEED MIX. SEEDING RATE 7.5 LBS/ACRE (PURE LIVE SEED).

APPLY SEED PER THE FOLLOWING (REFER TO MN STATE SEED MIX MANUAL): MULCH SEEDED AREAS WITH MNDOT TYPE 3 (MCIA CERTIFIED WEED FREE) MULCH AT A RATE OF 1 TON PER ACRE WITHIN 48 HOURS OF SEEDING. MULCH SHOULD THEN BE DISC ANCHORED TO KEEP IT FROM BLOWING AWAY.

IN INFILTRATION BASINS SUBSTITUTE 6" RAIN GARDEN", RATHER THAN TOP SOIL SPECIFIED

- ELSEWHERE ON THE SITE. USE SEED MIX 2114 "INFILTRATION POND". DO NOT EXCAVATE BASINS UNTIL CONTRIBUTING DRAINAGE AREA HAS BEEN PERMANENTLY STABILIZED. 2. SITE TO BE PREPARED BY LOOSENING TOPSOIL TO A MINIMUM DEPTH OF 3 INCHES. THE
- SITE TO BE HARROWED OR RAKED FOLLOWING SEEDING. AND THEN PACKED USING A CULTI-PACKER OR EQUIVALENT. SEE MNDOT SEEDING MANUAL FOR REFERENCE.
- . SEEDING SHALL BE APPLIED FROM APRIL 15 JULY 20 OR SEPTEMBER 20 FREEZE UP.IF HYDROSEEDING UTILIZE APPROXIMATELY 500 GALLONS OF WATER PER ACRE. REFER TO MN/DOT SPEC 3884 FOR PROPER INSTALLATION OF HYDRO-SEED. ALL NATIVE SEEDS USED ON THIS PROJECT SHALL BE CERTIFIED TO BE OF MINNESOTA ORIGIN BY THE MINNESOTA CROP IMPROVEMENT ASSOCIATION (MCIA).
- 4. MAINTAIN SEEDED AREAS BY WATERING, REMULCHING AND REPLANTING AS NECESSARY TO ESTABLISH A UNIFORMLY DENSE STAND OF THE SPECIFIED GRASSES UNTIL ACCEPTED.
- 5. ANY AREAS FAILING TO ESTABLISH A STAND SHALL BE RESEEDED, REFERTILIZED AND REMULCHED WHENEVER 70% VEGETATIVE COVER IS NOT ACHIEVED. RESEEDING SHALL CONFORM IN ALL RESPECTS TO THESE SPECIFICATIONS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE WORK AREAS RESULTING FROM EROSION AND/OR EQUIPMENT. THE CONTRACTOR SHALL REPAIR DAMAGE, INCLUDING REGRADING, RESERVING, ETC. AS NECESSARY, BEFORE SIGNIFICANT DAMAGE OCCURS.

PLANTING NOTES:

- TOP SOIL TO PERENNIAL AREAS.
- STAKING PRIOR TO INSTALLATION.
- OR APPROVED EQUAL.
- TWO INCHES.
- REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
- ASSOCIATION OF NURSERYMEN.
- DAMAGE TO UTILITIES DURING THE COURSE OF THE WORK.
- 11. COORDINATE INSTALLATION WITH GENERAL CONTRACTOR.
- 13. SWEEP AND WASH ALL PAVED SURFACES AND REMOVE ALL DEBRIS RESULTING FROM LANDSCAPE OPERATIONS.
- AND SHRUB AREAS TO BE ON SEPARATE ZONES. DESIGN TO INCLUDE DRIP IRRIGATION IN SHRUB AREAS ADJACENT TO BUILDING. EXCESS WATER SHALL NOT COME IN CONTACT WITH BUILDING AND SIDEWALKS. THE IRRIGATION SYSTEM SHALL HAVE A RAIN/FREEZE SENSOR SHUTOFF. USE RAINBIRD OR APPROVED EQUAL COORDINATE WITH G.C. AND WORK OF OTHER SECTIONS.

STATE TRUNK HIGHWAY NO. 65

INSTALL 4" MIN. TOP SOIL TO ALL SOD, SEED AND SHRUB AREAS. FINE GRADE ALL SOD AND SEED AREAS. INSTALL STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. HAVE OWNERS REPRESENTATIVE APPROVE ALL ALL SHRUB AREAS UNLESS SPECIFIED AS OTHER, TO BE BED MULCHED WITH 4" DEPTH OF DARK BROWN SHREDDED HARDWOOD MULCH OVER FILTER FABRIC, UNLESS SPECIFIED AS OTHER. POLY-EDGER TO BE VALLEY VIEW BLACK DIAMOND INSTALL 4-6" DEPTH SHREDDED HARDWOOD MULCH AROUND ROOT SAUCER OF ALL TREES ISOLATED FROM PLANT BEDS. DO NOT PILE MULCH AGAINST THE BASE OF A PLANT OR TREE TRUNK; PULL THE MULCH AWAY FROM THE BASE ONE THE

5. PLANT SOIL SHALL CONSIST OF 33% SELECT LOAMY TOPSOIL, 33% PEAT MOSS, 33% PIT RUN SAND. 6. COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. MAKE ALL 7. ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN 8. ALL TREE TRUNKS SHALL BE WRAPPED WITH BROWN CREPE TREE WRAP. APPLY WRAP IN NOVEMBER AND REMOVE IN 9. CALL GOPHER STATE ONE CALL AT 651-454-0002 OR, 811 FOR LOCATING ALL UNDERGROUND UTILITIES AND AVOID 10. MAINTAIN ALL PLANT MATERIALS, INCLUDING WATERING, UNTIL THE TIME OF ACCEPTANCE.

12. STAKING AND GUYING OF TREES OPTIONAL: MAINTAIN PLUMBNESS OF TREES FOR DURATION OF WARRANTY PERIOD. 14. LANDSCAPE CONTRACTOR SHALL INSTALL KENTUCKY BLUE GRASS SOD IN DENOTED AREAS INCLUDING ALL R.O.W. PER LOCAL INDUSTRY STANDARDS. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND HAVE STAGGERED JOINTS. 15. SUPPLY DESIGN AND INSTALLATION FOR NEW WATER EFFICIENT IRRIGATION SYSTEM. DESIGN SYSTEM INCLUDING CONTROLS, ELECTRICAL AND WATER SERVICE CONNECTIONS WITH 100% COVERAGE OF NEW SOD AND PLANTING AREAS. SOD, SEED

LANDSCAPE REQUIREMENTS: THE FOLLOWING REQUIREMENTS MUST BE MEET E OVÈŔSTORY TREE PER 3,000 SQUARE FEET OF OPEN SPACE. ONE EVERGREEN TREE PER 3,000 SQUARE FEET OF OPEN SPACE. NE ORNAMENTAL TREE PER 1,500 SQUARE FEET OF OPEN SPACE ICIDUOUS OR EVERGREEN SHRUB PER 100 SQUARE FEET OF OPEN SPAC

<u>REQUIRED:</u> 25% OPEN SPACE x LOT AREA = .25 x 526,225 = 131,556 OVERSTORY TREES = 131,556 SF/3,000 = 43EVERGREEN TREES = 131,556 SF/3,000 = 43ORNAMENTAL TREES = 131,556 SF/1,500 = 87

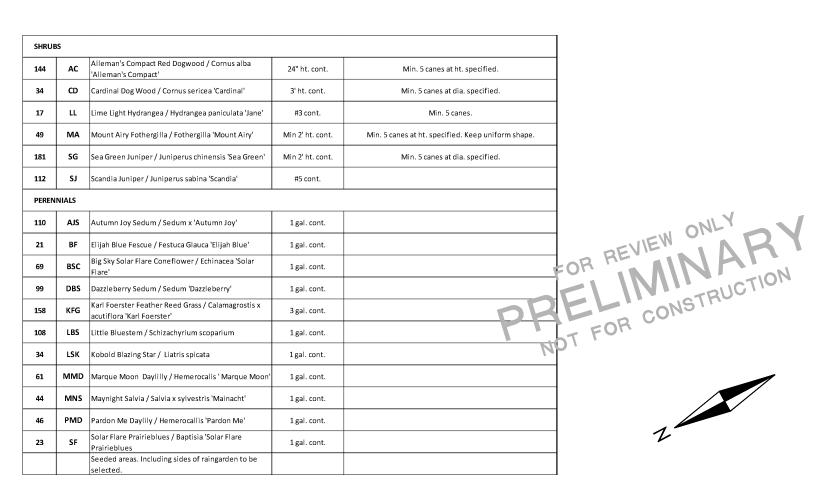
 $\frac{PROVIDED:}{OVERSTORY TREES} = 39$ EVERGREEN TREES = 47ORNAMENTAL TREES =78

- 2. HEAT ISLAND REDUCTION REQUIRED: 1 CANOPY TREE PER 10 PARKING STALLS 455 STALLS/10 = 45.5 = 46 TREESPROVIDED: 33 TREES PLANTED WITHIN 10 FEET OF PARKING LOT
- 3. BUILDING PERIMETER LANDSCAPING REQUIRED: 50% OF BUILDING PERIMETER IS TO BE SODDED OR PLANTED IN AN AREA NO LESS THAN 6' IN WIDTH. 1228 LF (TOTAL BUILDING) \times 50% = 614 LF PROVIDED: 547 LF (45%)
- 4. PARKING LOT SCREENING <u>REQUIRED</u>: <u>PROVIDED</u>: SCREEN PARKING LOT WITH SHRUBS MATURING AT 3' HEIGHT. PARKING LOT SCREENING PROVIDED EXCEPT IN AREAS THAT CONFLICT WITH SIGNAGE, SAFETY OR VISIBILITY. SEE PLAN.

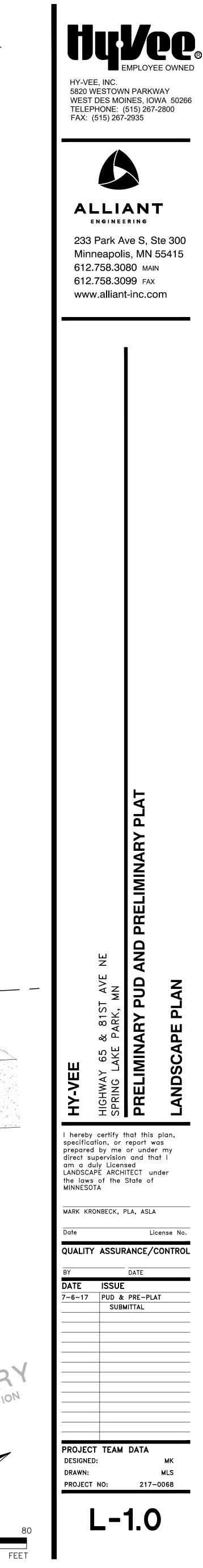
QTY	KEY						
OVERS	TORY TRE	ES					
8	EL	Eme					
7	GL	Gre					
2	HL	Skyl iner					
20	РВ	Rive					
10	PO	Nor					
9	SG	Sier					
2	wo	Whi					
CONIFERS							
7	BS(M)	Blac					
7	BSa(M)	Blac					
18	EC	East					
8	RP	Red					
16	ТА	Tec					
ORNAI	MENTAL T	REES					
13	AB	Aut grar					
10	JL	Lila					
4	мw	Mus					
11	PD	Pag					
6	PF	Prai					

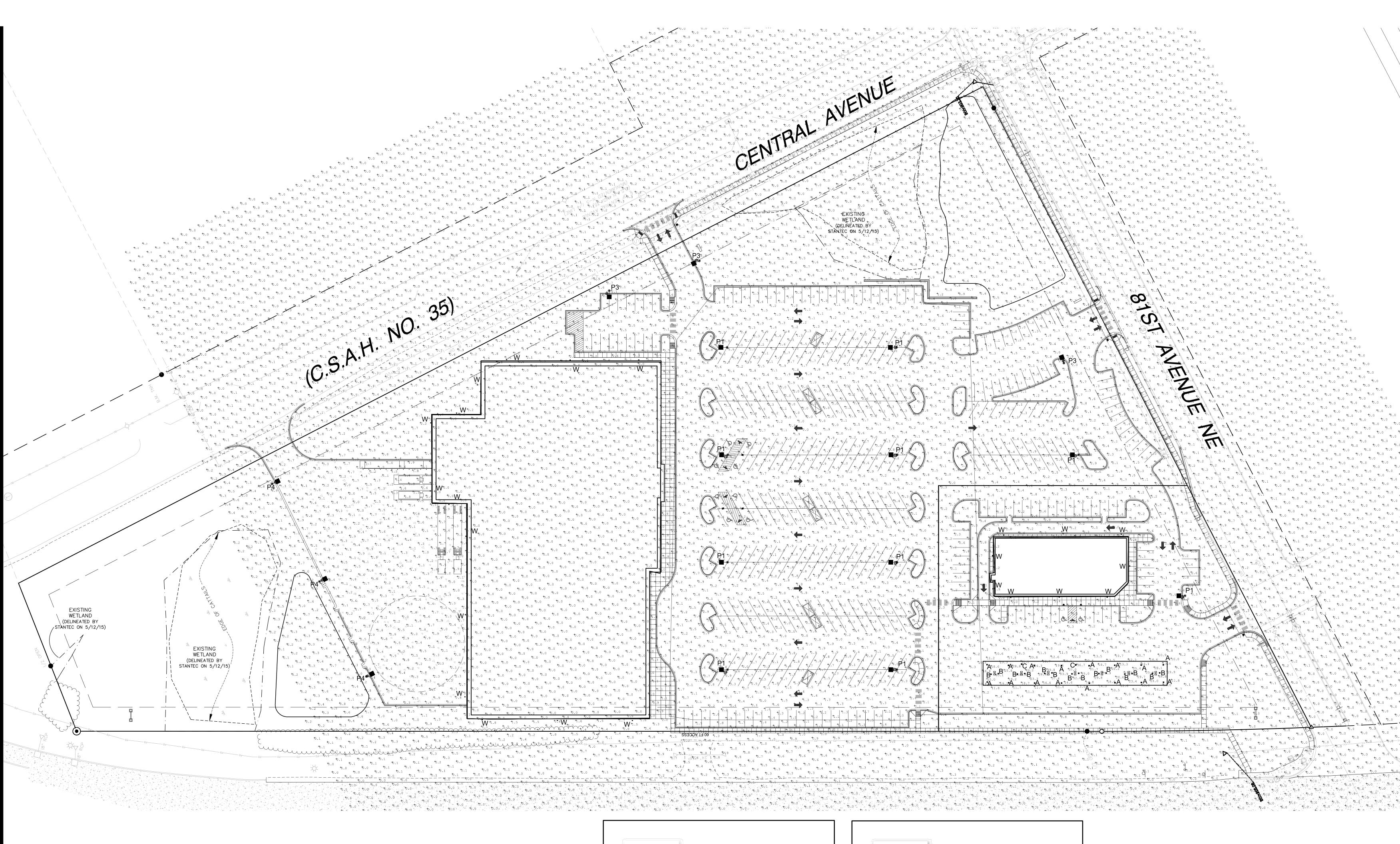
LANDSCAPE SCHEDULE

QTY	KEY	COMMON NAME / SCIENTIFIC NAME	SIZE	REMARKS
OVERS	STORY TRE	ES		
8	EL	Emerald Lustre Maple / Acer plantnoides	3" Cal. B&B	Straight Trunk, No V-Crotch
7	GL	Greenspire Linden / Tilia cordata 'Greenspire'	2.5" Cal. B&B	Straight Trunk, No V-Crotch
2	HL	Skyline Honeylocust / Gleditisia triacanthos var. inermis 'Skyline'	2.5" Cal. B&B	Straight Trunk, No V-Crotch
20	РВ	River Birch / Betula nigra	2.5" Cal. B&B	Multi Trunk, 3 Leaders
10	РО	Northern Pin Oak . Quercus ellipsoidalis	3" Cal. B&B	Straight Trunk, No V-Crotch
9	SG	Sienna Glen Maple / Acer x Fremanii 'Sienna'	2.5" Cal. B&B	Straight Trunk, No V-Crotch
2	wo	White Oak / Quercus Alba	4" Cal. B&B	Straight Trunk, No V-Crotch.
CONIF	ERS			
7	BS(M)	Blackhills Spruce / Picea glauca densata	12' ht. B&B	Full Form
7	BSa(M)	Blackhills Spruce / Picea glauca densata	14'-16' ht. B&B	Full Form
18	EC	Eastern Red Cedar / Juniperus virginiana	8' ht. B&B	Full Form
8	RP	Red Pine / Pinus Resinosa	12' ht.	Full Form
16	ТА	Techny Arborvitae / Thuja occidentalis 'Techny'	8'	Full Form
ORNA	MENTAL T	REES		
13	АВ	Autumn Brilliance Serviceberry / Amerlanchier x grandiflora 'Autumn Brilliance'	6' ht. B&B	Clump Form
10	л	Lilac, Ivory Silk / Syringa Reticulata 'Ivory Silk'	2" cal. B&B	Single Trunk
4	мw	Muscle Wood / Carpinus caroliniana	8' ht. B&B	Clump Form
11	PD	Pagoda Dogwood / Cornus Alternifolia	7' ht B&B	Clump Form
6	PF	Prairie Fire Crabapple / Malus 'Prairie Fire'	2" cal. B&B	Straight Trunk, No V-Crotch
8	WF	White Fringe Tree / Chionanthus virginicus	6' ht. B&B	Clump Form



20 40 SCALE IN





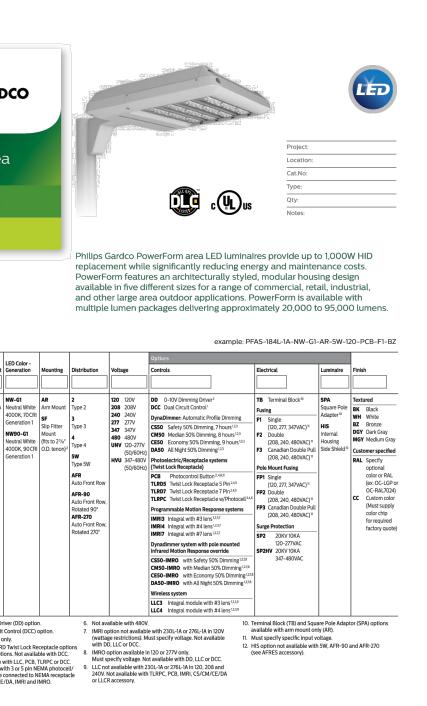
Illuminance (Fc)
Average = 2.48
Maximum = 10.8
Minimum = 0.9
Avg/Min Ratio = 2.76
Max/Min Ratio = 12.00

FRONT PARKING LOT

Luminaire Sch	hedule					
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	3	P3	SINGLE	N.A.	0.850	PFAS-92L-700-NW-G1-3 -30' POLE ON 3' BASE
	10	P1	SINGLE	N.A.	0.850	PFAS-230L-700-NW-G1-5W -30' POLE ON 3' BASE
+	2	C	SINGLE	N.A.	1.000	CRS-AC-LED-128-HO-CW-UE
+	16	А	SINGLE	N.A.	1.000	CRO3-ES-LED-84-450-CW-UE
+	14	В	SINGLE	N.A.	1.000	CRO3-FO-LED-30-HO-CW-UE
\cdot	23	W	SINGLE	N.A.	0.850	LPW32-7
	3	P4	SINGLE	N.A.	0.850	PFAS-230L-700-NW-G1-4 - 30 ' POLE ON 3' BAS

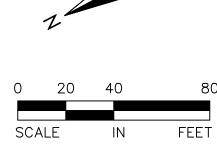
PHILIF Stor								j G	
Wall mo	unt			Projec Locati Cat.No	ion:	_	Site	e & ,	٩r
			e	_					
LytePro Li	ED Sconce	2		Quant		_	Pov	verFo	bri
							Orderir	ng guie	0
		guide¹			LIPC Code	_	Orderir Prefix PFAS	Number of LEDs	
Catalog Number	Description				UPC Code	_	Prefix PFAS PFAS	Number of LEDs	7
Catalog Number LPW32-78DGY	Description	00mA, 4000K, 120-277V, Dark			786034960564		Prefix PFAS Pras PowerForm Area Site	Number of LEDs 92L 92 LEDs (2 modules)	7 7 1
Catalog Number	Description LPW32, 71W, 70 LPW32, 71W, 70		e textured Paint				Prefix PFAS PFAS Powerform Area Site	Number of LEDs 92L 92 LEDs (2 modules) 138L 138 LEDs	
Catalog Number LPW32-78DGY LPW32-78WH	Description LPW32, 71W, 70 LPW32, 71W, 70 LPW32, 71W, 70	00mA, 4000K, 120-277V, Dark 00mA, 4000K, 120-277V, Whit 00mA, 4000K, 120-277V, Bron	e textured Paint	eli	786034960564 786034960571		Prefix PFAS Powerform Area Site	Number of LEDs 92L 92 LEDs (2 modules) 138L 138 LEDs (3 modules) 184L	
Catalog Number LPW32-78DGY LPW32-78WH LPW32-78BZ	Description LPW32, 71W, 70	00mA, 4000K, 120-277V, Dark 00mA, 4000K, 120-277V, Whit 00mA, 4000K, 120-277V, Bronz 00mA, 4000K, 120V, Bronze te	e textured Paint ze textured paint		786034960554 786034960571 786034960588		Prefix PFAS Pras Powerform Area Site	Number of LEDs 92L 92 LEDs (2 modules) 138L 138 LEDs (3 modules) 184L 184 LEDs (4 modules)	
Catalog Number LPW32-78DGY LPW32-78WH LPW32-78BZ LPW32-71BZPCB LPW32-7DTBZMR	Description LPW32, 71W, 70 LPW32, 71W, 70 LPW32, 71W, 70 LPW32, 71W, 70	00mA, 4000K, 120-277V, Dark 00mA, 4000K, 120-277V, Whit 00mA, 4000K, 120-277V, Bronz 00mA, 4000K, 120V, Bronze te	e textured Paint ze textured paint xtured paint, w/button photocc nze textured paint, w/motion re		786034960554 786034960571 786034960588 786034960595		Prefix PFAS Pras Powerform Area Site	Number of LEDs 92L 92 LEDs (2 modules) 138 LEDs (3 modules) 184 LEDs (4 modules) 230 LEDs 230 LEDs (5 modules)	(() () () () () () () () () (
Catalog Number LPW32-78DGY LPW32-78WH LPW32-78BZ LPW32-71BZPCB LPW32-7DTBZMR	Description LPW32, 71W, 70 LPW32, 71W, 70 LPW32, 71W, 70 LPW32, 71W, 70	00mA, 4000K, 120-277V, Dark 00mA, 4000K, 120-277V, Whit 00mA, 4000K, 120-277V, Bron 00mA, 4000K, 120V, Bronze te 00mA, 4000K, 120 or 277V, Bro	e textured Paint ze textured paint xtured paint, w/button photocc nze textured paint, w/motion re		786034960554 786034960571 786034960588 786034960595		Prefix PFAS PFAS Powerform Area Site	Number of LEDs 92L 92 LEDs (2 modules) 138L 138 LEDs (3 modules) 184L 184 LEDs (4 modules) 230L 230L 230L 230L 230L 230L 230L 230L	
LPW32-78DGY LPW32-78DGY LPW32-78BZ LPW32-718ZPCB LPW32-7DT8ZMR Stocked accesso	Description LPW32, 71W, 7(LPW32, 70W, 7(LPW32, 70W, 7(LPW32, 70W, 7(LPW32, 70W, 7(LPW32, 70W, 7(LPW32, 70W, 7(LPW32, 7(00mA, 4000K, 120-277V, Dark 00mA, 4000K, 120-277V, Whit 00mA, 4000K, 120-277V, Bron 00mA, 4000K, 120V, Bronze te 00mA, 4000K, 120 or 277V, Bro	e textured Paint ze textured paint xtured paint, w/button photocc nze textured paint, w/motion re d separately)		786034960564 786034960571 786034960588 786034960595 786034960601		Prefix PFAS PFAS Powerform Area Site	Number of LEDs 92L 92 LEDs (2 modules) 138L 138 LEDs (3 modules) 184L 184 LEDs (4 modules) 230LEDs (5 modules) 276L	
Catalog Number LPW32-78DGY LPW32-78WH LPW32-788Z LPW32-71BZPCB LPW32-71BZPCB Stocked accesso Catalog Number	Description LPW32, 71W, 70 Description LPW Universal	00mA, 4000K, 120-277V, Dark 00mA, 4000K, 120-277V, Whit 00mA, 4000K, 120-277V, Bron 00mA, 4000K, 120V, Bronze te 00mA, 4000K, 120 or 277V, Bro 00mA, 4000K, 120 or 277V, Bro	e textured Paint ze textured paint xtured paint, w/button photocc nze textured paint, w/motion re d separately)		786034960564 786034960571 786034960588 786034960595 786034960601		Prefix PFAS PFAS Powerform Area Site	Number of LEDs 92L 92 LEDs (2 modules) 138L 138 LEDs (3 modules) 184L 184 LEDs (4 modules) 230L 230L 230L 230L 230L 230L 230L 230L	(() () () () () () () () () (
Catalog Number LPW32-78DGY LPW32-78WH LPW32-78BZ LPW32-71BZPCB LPW32-71BZPCB LPW32-70TBZMR Stocked accesson Catalog Number LPWCVRPLT-BZ Description of ca	Description LPW32, 71W, 70 LPW32, 71W, 70 LPW32, 71W, 70 LPW32, 71W, 70 LPW32, 71W, 70 LPW32, 71W, 70 Description LPW Universal LED Small	00mA, 4000K, 120-277V, Dark 00mA, 4000K, 120-277V, Whit 00mA, 4000K, 120-277V, Bron 00mA, 4000K, 120V, Bronze te 00mA, 4000K, 120 or 277V, Bro 1 guide (Must be ordere wall cover mounting plate, Br	e textured Paint ze textured paint xtured paint, w/button photoco nze textured paint, w/motion re d separately) onze textured paint	sponse	786034960564 786034960571 786034960588 786034960595 786034960601		Prefix PFAS PFAS Powerform Area Site	Number of LEOs 22 LEDs 22 LEDs 23 LEDs 24 Canodules 23 Bal LEDs 23 Bal LEDs 23 0 LEDs 23 0 LEDs 23 0 LEDs 23 0 LEDs 23 0 LEDs 27 6 LEDS	

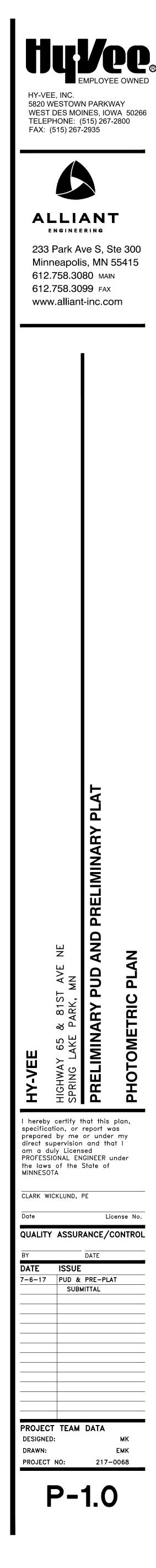
SE	
BASE	
BASE	



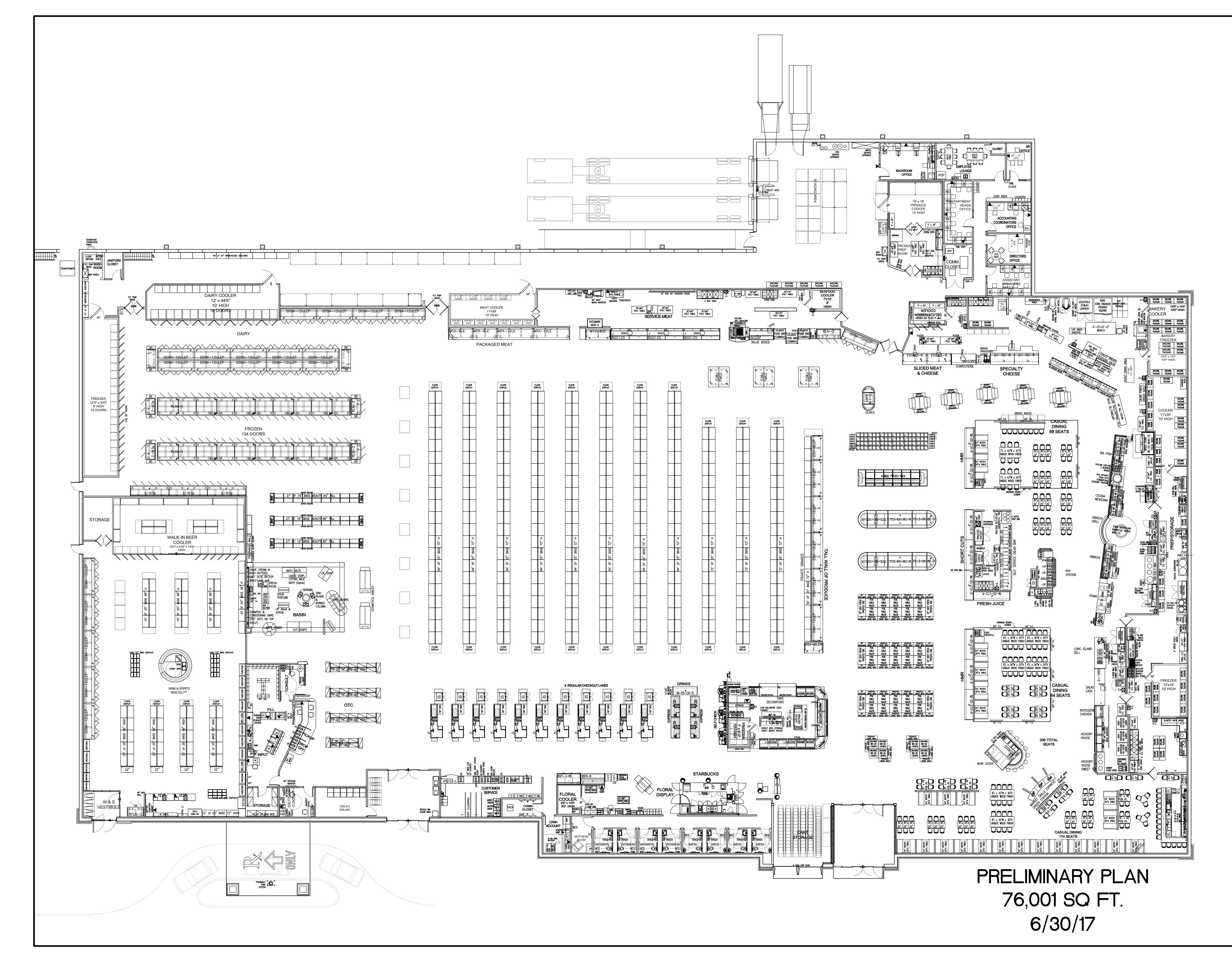


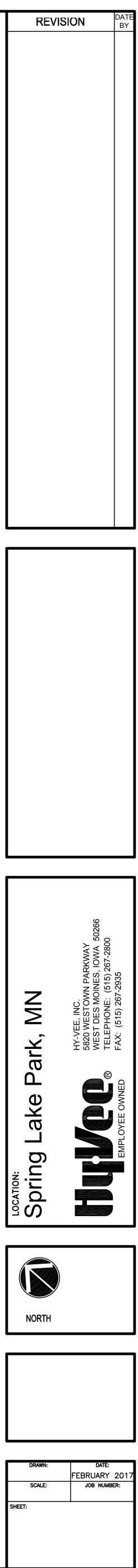
These drawings are for conceptual use only and are not intended for construction. Values represented are an approximation generated from manufacturers photometric inhouse or independent lab tests and data supplied by lamp manufacturers.









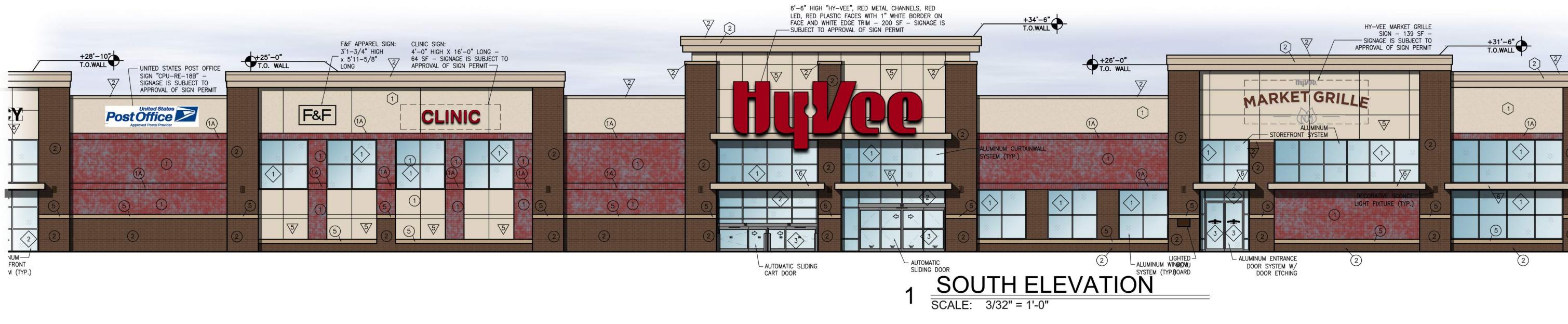


MASONRY UNITS:	E.I.F.S. COLORS:	METAL PANELS, ROOFING, & FLASHINGS:
1 BRICK BY KANSAS BRICK & TILE. COLOR: #530 FLASH FACESET SIZE: UTILITY BOND: 1/3 RUNNING	$ \begin{array}{c} \hline 1 \\ \hline SENERGY = T-01-0806-421-1 \\ PAREX USA = 55169 \end{array} $	PREFINISHED METAL WALL CAP COLOR TO MATCH EIFS COLOR #1 LIGHT – FIRESTONE UNA-CLAD 'ALMOND SR'
MORTAR: SOLOMON GRIND 10H (1A) BRICK BY KANSAS BRICK & TILE. COLOR: #530 FLASH FACESET	COLOR #2 DARK COLOR: SENERGY = $T-01-0709-421-2$ PAREX USA = 55170	PREFINISHED METAL WALL CAP COLOR TO MATCH EIFS COLOR #2 DARK – FIRESTONE UNA–CLAD 'SIERRA TAN SR'
SIZE: UTILITY BOND: SOLDIER MORTAR: SOLOMON GRIND 10H	E.I.F.S. EXPANSION JOINTS: SAME LOCATION @ MASONRY JOINT or AS NOTED ON DRAWINGS	PREFINISHED METAL SCUPPER OPENING / SCUPPER & DOWNSPOUTS W/ OPEN FAC COLOR TO MATCH EIFS COLOR #2 DARK – FIRESTONE UNA-CLAD 'SIERRA TAN SR'
2 BRICK BY KANSAS BRICK & TILE. COLOR: #500 HARVARD SIZE: UTILITY	PAINT COLORS ON PRECAST CONCRETE & CONCRETE: S.W. 7526 "MAISON BLANCHE" – MATCH EIFS COLOR #1 S.W. 7527 "NANTUCKET DUNE" – MATCH EIFS COLOR #2	PREFINISHED METAL WALL PANELS – ALCOA 4MM REYNOBOND W/ EXTRUDED ALUM. REVEAL CHANNEL COLOR: COLORWELD 500 'PUEBLO TAN' or AS SELECTED BY ARCHITECT
BOND: 1/3 RUNNING MORTAR: SOLOMON GRIND 10H	S.W. 7593 "RUSTIC RED" - MATCH FACE BRICK COLOR #1	PREFINISHED METAL CANOPY BY: DIVISION 8 PRODUCTS, INC. COLOR: AS SELECTED BY ARCHITECT
5 CAST STONE BY EDWARDS COLOR: 19-025	GLASS & GLAZING VISION GLASS: 1" CLEAR ANNEALED INSULATION GLASS, LOW-E COATING ON #3 SURFACE	EXTERIOR METAL ASSEMBLIES:
	VISION GLASS: 1" CLEAR TEMPERED INSULATION GLASS, LOW-E COATING ON #3 SURFACE	(HR) HANDRAIL: PIPE RAILING, PAINTED-TO BE AT $+36$ " ABOVE NOSE OF TREADS OR SURFACE OF RAMP, WITH A GRIPPING SURFACE $1-1/2$ " DIA. AND SPACED
	VISION GLASS: $5/8$ " CLEAR TEMPERED INSULATION GLASS, LOW-E COATING ON #3 SURFACE	1-1/2" FROM WALL. THEY ARE TO PROJECT 12" BEYOND THE TOP RISER AT +36" ABOVE SURFACE, AND PROJECT THE WIDTH OF ONE TREAD +12" BEYOND THE BOTTOM RISER AT +36" ABOVE SURFACE. THEY MUST
	EXTERIOR METAL ASSEMBLIES:	RETURN TO THE WALL, OR BE PROTECTED WITH A SAFTEY END.
	 PAINT ALL EXTERIOR HOLLOW METAL DOORS AND FRAMES TO MATCH ADJACENT WALL COLOR EXTERIOR DOORS LOCATED IN BRICK COLOR '1' TO BE PAINTED SHERWIN-WILLIAMS 'SW 7593 RUSTIC RED' 	(GR) GUARDRAIL: 1–1/2" O.D. PIPE RAILING, PAINTED WITH TOP AT +42" ABOVE TOP OF LANDING. PROVIDE INTERMEDIATE RAILS OR ORNAMENTAL PATTERN SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH.
	PAINT ALL EXTERIOR PIPE BOLLARDS TO MATCH PRIMARY BRICK COLOR	(HG) GUARDRAIL WITH HANDRAIL: A COMBINATION OF THE ABOVE TWO THAT MUST BE PROVIDED ON THE OPEN SIDES OF ALL EXTERIOR STAIRS & RAMPS. SEE GUARDRAIL/HANDRAIL DETAIL.



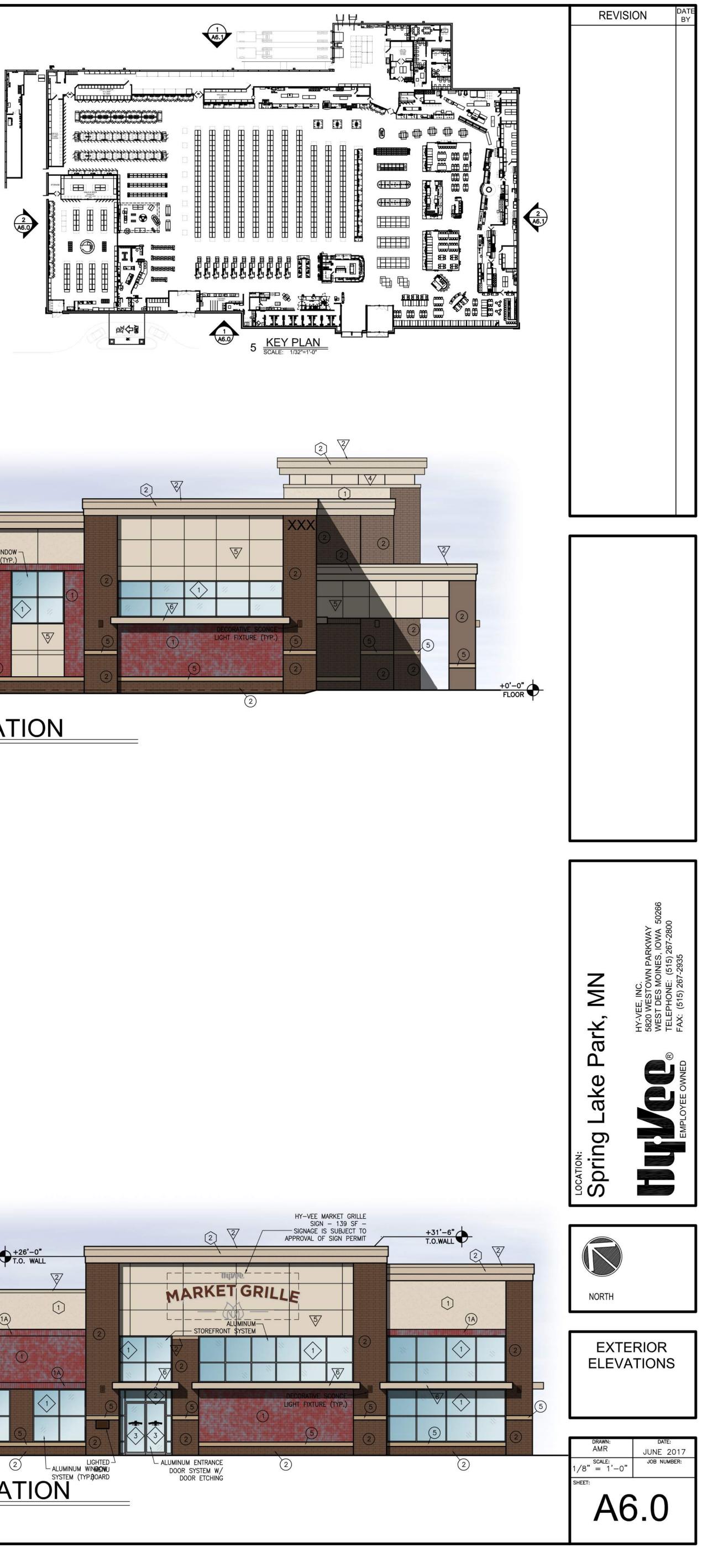






2

SCALE: 3/32" = 1'-0"

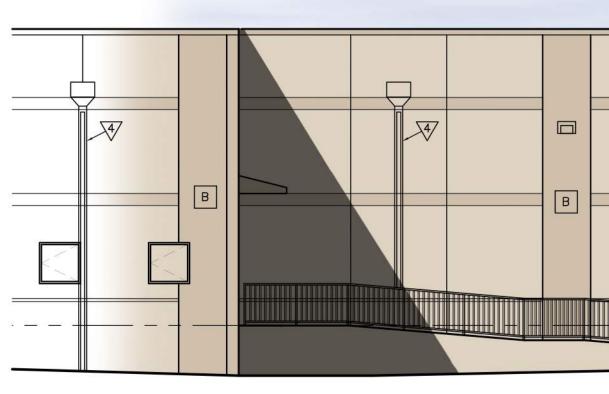


MASONRY UNITS:	E.I.F.S. COLORS:	METAL PANELS, ROOFING, & FLASHINGS:
1 BRICK BY KANSAS BRICK & TILE. COLOR: #530 FLASH FACESET SIZE: UTILITY BOND: 1/3 RUNNING		PREFINISHED METAL WALL CAP COLOR TO MATCH EIFS COLOR #1 LIGHT – FIRESTONE UNA-CLAD 'ALMOND SR'
MORTAR: SOLOMON GRIND 10H (1A) BRICK BY KANSAS BRICK & TILE. COLOR: #530 FLASH FACESET	COLOR #2 DARK COLOR: SENERGY = $T-01-0709-421-2$ PAREX USA = 55170	PREFINISHED METAL WALL CAP COLOR TO MATCH EIFS COLOR #2 DARK – FIRESTONE UNA–CLAD 'SIERRA TAN SR'
SIZE: UTÏLITY BOND: SOLDIER	E.I.F.S. EXPANSION JOINTS: SAME LOCATION @ MASONRY JOINT or AS NOTED ON DRAWINGS	PREFINISHED METAL SCUPPER OPENING / SCUPPER & DOWNSPOUTS W/ OPEN FACE COLOR TO MATCH EIFS COLOR #2 DARK -
MORTAR: SOLOMON GRIND 10H	PAINT COLORS ON PRECAST CONCRETE & CONCRETE:	FIRESTONE UNA-CLAD 'SIERRA TAN SR'
BRICK BY KANSAS BRICK & TILE. COLOR: #500 HARVARD SIZE: UTILITY	 A S.W. 7526 "MAISON BLANCHE" – MATCH EIFS COLOR #1 B S.W. 7527 "NANTUCKET DUNE" – MATCH EIFS COLOR #2 	PREFINISHED METAL WALL PANELS – ALCOA 4MM REYNOBOND W/ EXTRUDED ALUM. REVEAL CHANNEL COLOR: COLORWELD 500 'PUEBLO TAN' or AS SELECTED BY ARCHITECT
BOND: 1/3 RUNNING MORTAR: SOLOMON GRIND 10H	S.W. 7593 "RUSTIC RED" – MATCH FACE BRICK COLOR #1	PREFINISHED METAL CANOPY BY: DIVISION 8 PRODUCTS, INC.
5 CAST STONE BY EDWARDS COLOR: 19–025	GLASS & GLAZING	COLOR: AS SELECTED BY ARCHITECT
COLOR: 19-025	VISION GLASS: 1" CLEAR ANNEALED INSULATION GLASS, LOW-E COATING ON $\#3$ SURFACE	EXTERIOR METAL ASSEMBLIES:
	VISION GLASS: 1" CLEAR TEMPERED INSULATION GLASS, LOW-E COATING ON $\#3$ SURFACE	(HR) HANDRAIL: PIPE RAILING, PAINTED-TO BE AT $+36$ " ABOVE NOSE OF TREADS OR SURFACE OF RAMP, WITH A GRIPPING SURFACE $1-1/2$ " DIA. AND SPACED
	VISION GLASS: 5/8" CLEAR TEMPERED INSULATION GLASS, LOW-E COATING ON #3 SURFACE	1-1/2" FROM WALL. THEY ARE TO PROJECT 12" BEYOND THE TOP RISER AT +36" ABOVE SURFACE, AND PROJECT THE WIDTH OF ONE TREAD +12" BEYOND THE BOTTOM RISER AT +36" ABOVE SURFACE. THEY MUST
	EXTERIOR METAL ASSEMBLIES:	RETURN TO THE WALL, OR BE PROTECTED WITH A SAFTEY END.
	 PAINT ALL EXTERIOR HOLLOW METAL DOORS AND FRAMES TO MATCH ADJACENT WALL COLOR EXTERIOR DOORS LOCATED IN BRICK COLOR '1' TO BE PAINTED SHERWIN-WILLIAMS 'SW 7593 RUSTIC RED' 	GR GUARDRAIL: 1–1/2" O.D. PIPE RAILING, PAINTED WITH TOP AT +42" ABOVE TOP OF LANDING. PROVIDE INTERMEDIATE RAILS OR ORNAMENTAL PATTERN SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH.
	PAINT ALL EXTERIOR PIPE BOLLARDS TO MATCH PRIMARY BRICK COLOR	GUARDRAIL WITH HANDRAIL: A COMBINATION OF THE ABOVE TWO THAT MUST BE PROVIDED ON THE OPEN SIDES OF ALL EXTERIOR STAIRS & RAMPS. SEE GUARDRAIL/HANDRAIL DETAIL.

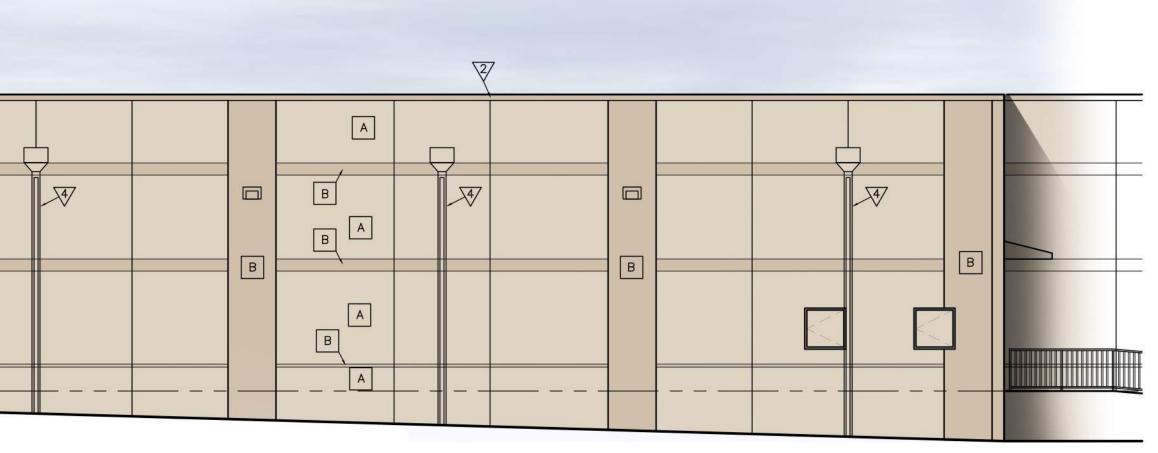


В	B				В	
	B	A				

NO SCALF 1

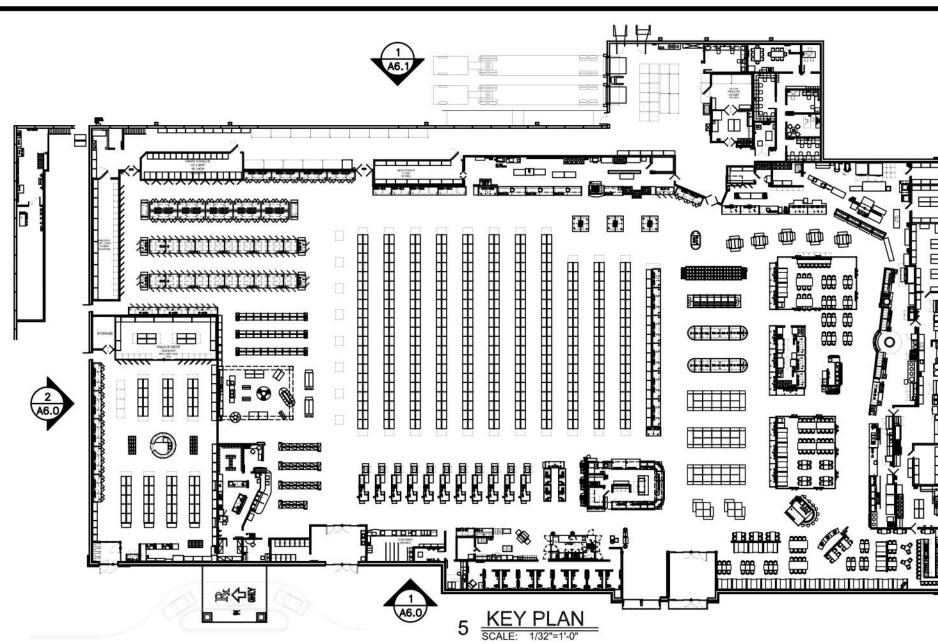


2 EAST ELEVATION SCALE: 3/32" = 1'-0"



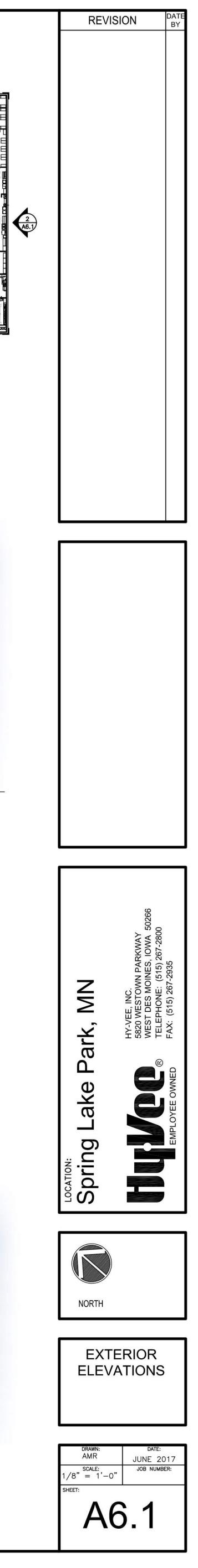
ALE: 3/32" = 1'-0"	ION					
					2	
				B		





	B		В			В				В
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NORTH ELEVATION SCALE: 3/32" = 1'-0"

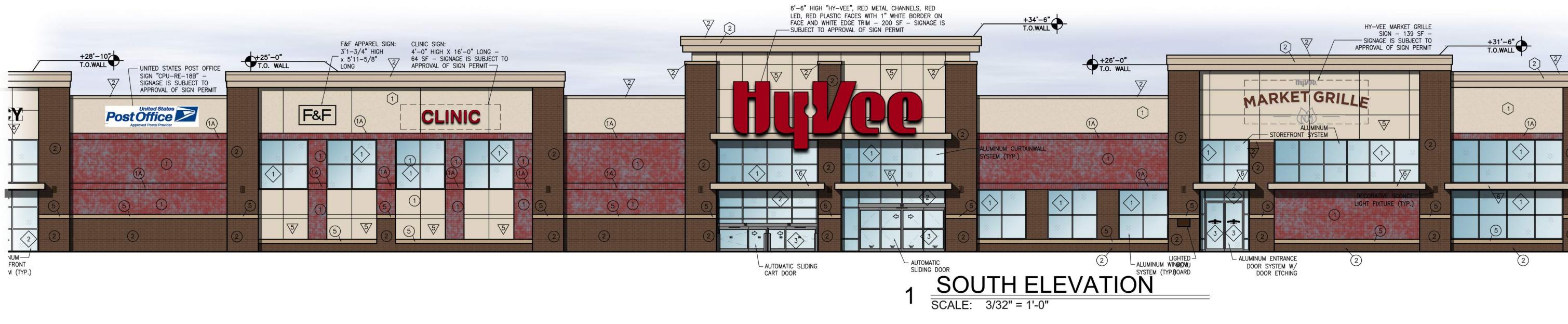


MASONRY UNITS:	E.I.F.S. COLORS:	METAL PANELS, ROOFING, & FLASHINGS:
1 BRICK BY KANSAS BRICK & TILE. COLOR: #530 FLASH FACESET SIZE: UTILITY BOND: 1/3 RUNNING	$ \begin{array}{c} \hline 1 \\ \hline SENERGY = T-01-0806-421-1 \\ PAREX USA = 55169 \end{array} $	PREFINISHED METAL WALL CAP COLOR TO MATCH EIFS COLOR #1 LIGHT – FIRESTONE UNA-CLAD 'ALMOND SR'
MORTAR: SOLOMON GRIND 10H (1A) BRICK BY KANSAS BRICK & TILE. COLOR: #530 FLASH FACESET	COLOR #2 DARK COLOR: SENERGY = $T-01-0709-421-2$ PAREX USA = 55170	PREFINISHED METAL WALL CAP COLOR TO MATCH EIFS COLOR #2 DARK – FIRESTONE UNA–CLAD 'SIERRA TAN SR'
SIZE: UTILITY BOND: SOLDIER MORTAR: SOLOMON GRIND 10H	E.I.F.S. EXPANSION JOINTS: SAME LOCATION @ MASONRY JOINT or AS NOTED ON DRAWINGS	PREFINISHED METAL SCUPPER OPENING / SCUPPER & DOWNSPOUTS W/ OPEN FAC COLOR TO MATCH EIFS COLOR #2 DARK – FIRESTONE UNA-CLAD 'SIERRA TAN SR'
2 BRICK BY KANSAS BRICK & TILE. COLOR: #500 HARVARD SIZE: UTILITY	PAINT COLORS ON PRECAST CONCRETE & CONCRETE: S.W. 7526 "MAISON BLANCHE" – MATCH EIFS COLOR #1 S.W. 7527 "NANTUCKET DUNE" – MATCH EIFS COLOR #2	PREFINISHED METAL WALL PANELS – ALCOA 4MM REYNOBOND W/ EXTRUDED ALUM. REVEAL CHANNEL COLOR: COLORWELD 500 'PUEBLO TAN' or AS SELECTED BY ARCHITECT
BOND: 1/3 RUNNING MORTAR: SOLOMON GRIND 10H	S.W. 7593 "RUSTIC RED" - MATCH FACE BRICK COLOR #1	PREFINISHED METAL CANOPY BY: DIVISION 8 PRODUCTS, INC. COLOR: AS SELECTED BY ARCHITECT
5 CAST STONE BY EDWARDS COLOR: 19-025	GLASS & GLAZING VISION GLASS: 1" CLEAR ANNEALED INSULATION GLASS, LOW-E COATING ON #3 SURFACE	EXTERIOR METAL ASSEMBLIES:
	VISION GLASS: 1" CLEAR TEMPERED INSULATION GLASS, LOW-E COATING ON #3 SURFACE	(HR) HANDRAIL: PIPE RAILING, PAINTED-TO BE AT $+36$ " ABOVE NOSE OF TREADS OR SURFACE OF RAMP, WITH A GRIPPING SURFACE $1-1/2$ " DIA. AND SPACED
	VISION GLASS: $5/8$ " CLEAR TEMPERED INSULATION GLASS, LOW-E COATING ON #3 SURFACE	1-1/2" FROM WALL. THEY ARE TO PROJECT 12" BEYOND THE TOP RISER AT +36" ABOVE SURFACE, AND PROJECT THE WIDTH OF ONE TREAD +12" BEYOND THE BOTTOM RISER AT +36" ABOVE SURFACE. THEY MUST
	EXTERIOR METAL ASSEMBLIES:	RETURN TO THE WALL, OR BE PROTECTED WITH A SAFTEY END.
	 PAINT ALL EXTERIOR HOLLOW METAL DOORS AND FRAMES TO MATCH ADJACENT WALL COLOR EXTERIOR DOORS LOCATED IN BRICK COLOR '1' TO BE PAINTED SHERWIN-WILLIAMS 'SW 7593 RUSTIC RED' 	(GR) GUARDRAIL: 1–1/2" O.D. PIPE RAILING, PAINTED WITH TOP AT +42" ABOVE TOP OF LANDING. PROVIDE INTERMEDIATE RAILS OR ORNAMENTAL PATTERN SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH.
	PAINT ALL EXTERIOR PIPE BOLLARDS TO MATCH PRIMARY BRICK COLOR	(HG) GUARDRAIL WITH HANDRAIL: A COMBINATION OF THE ABOVE TWO THAT MUST BE PROVIDED ON THE OPEN SIDES OF ALL EXTERIOR STAIRS & RAMPS. SEE GUARDRAIL/HANDRAIL DETAIL.



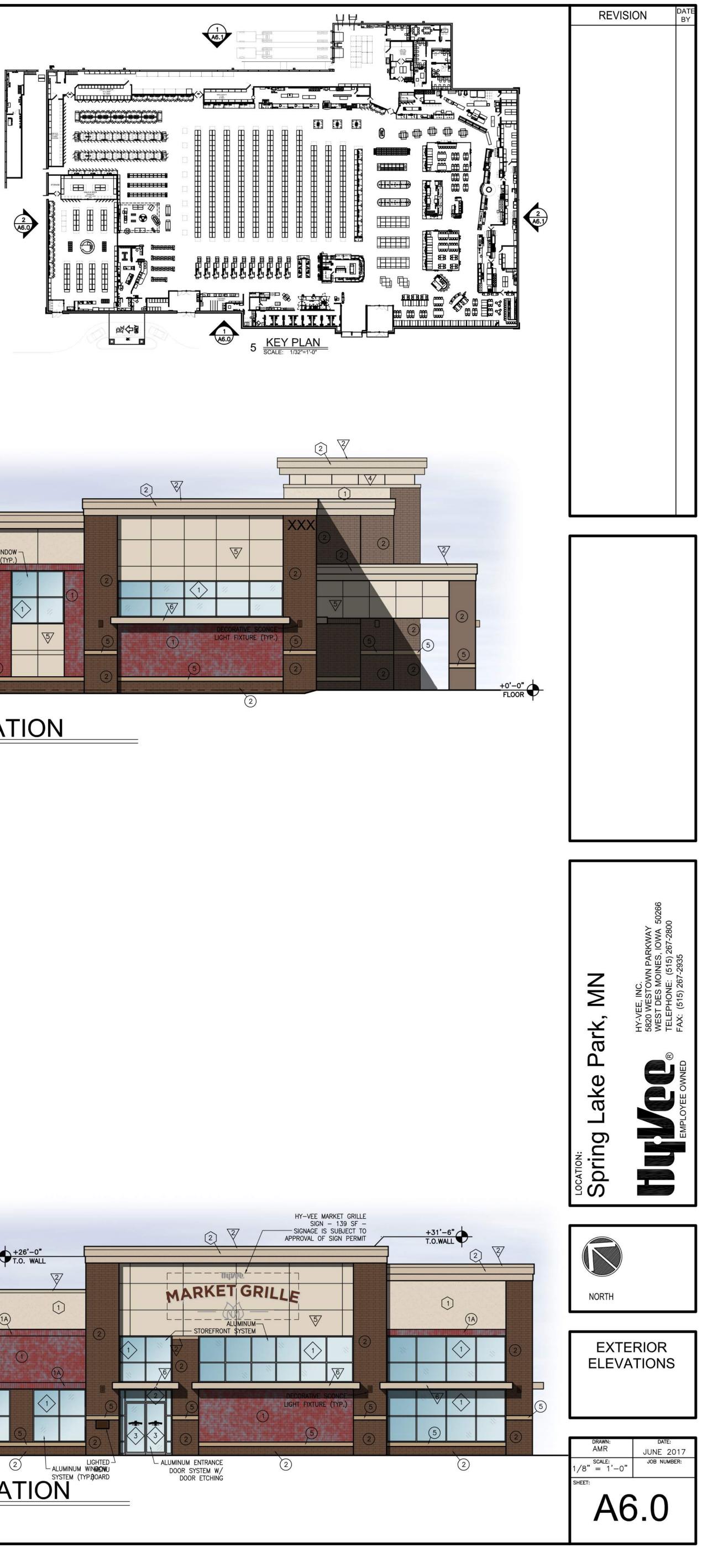






2

SCALE: 3/32" = 1'-0"

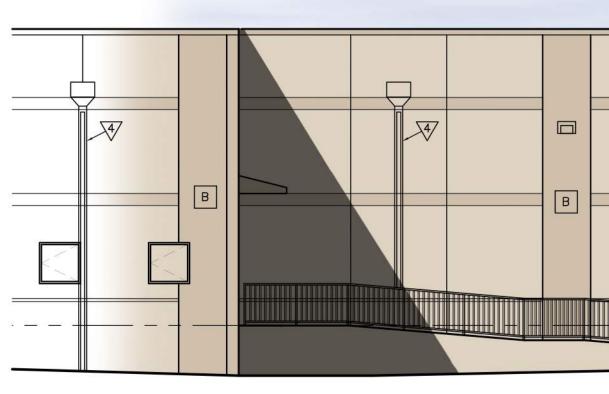


MASONRY UNITS:	E.I.F.S. COLORS:	METAL PANELS, ROOFING, & FLASHINGS:
1 BRICK BY KANSAS BRICK & TILE. COLOR: #530 FLASH FACESET SIZE: UTILITY BOND: 1/3 RUNNING		PREFINISHED METAL WALL CAP COLOR TO MATCH EIFS COLOR #1 LIGHT – FIRESTONE UNA-CLAD 'ALMOND SR'
MORTAR: SOLOMON GRIND 10H (1A) BRICK BY KANSAS BRICK & TILE. COLOR: #530 FLASH FACESET	COLOR #2 DARK COLOR: SENERGY = $T-01-0709-421-2$ PAREX USA = 55170	PREFINISHED METAL WALL CAP COLOR TO MATCH EIFS COLOR #2 DARK – FIRESTONE UNA–CLAD 'SIERRA TAN SR'
SIZE: UTÏLITY BOND: SOLDIER	E.I.F.S. EXPANSION JOINTS: SAME LOCATION @ MASONRY JOINT or AS NOTED ON DRAWINGS	PREFINISHED METAL SCUPPER OPENING / SCUPPER & DOWNSPOUTS W/ OPEN FACE COLOR TO MATCH EIFS COLOR #2 DARK -
MORTAR: SOLOMON GRIND 10H	PAINT COLORS ON PRECAST CONCRETE & CONCRETE:	FIRESTONE UNA-CLAD 'SIERRA TAN SR'
BRICK BY KANSAS BRICK & TILE. COLOR: #500 HARVARD SIZE: UTILITY	 A S.W. 7526 "MAISON BLANCHE" – MATCH EIFS COLOR #1 B S.W. 7527 "NANTUCKET DUNE" – MATCH EIFS COLOR #2 	PREFINISHED METAL WALL PANELS – ALCOA 4MM REYNOBOND W/ EXTRUDED ALUM. REVEAL CHANNEL COLOR: COLORWELD 500 'PUEBLO TAN' or AS SELECTED BY ARCHITECT
BOND: 1/3 RUNNING MORTAR: SOLOMON GRIND 10H	S.W. 7593 "RUSTIC RED" – MATCH FACE BRICK COLOR #1	PREFINISHED METAL CANOPY BY: DIVISION 8 PRODUCTS, INC.
5 CAST STONE BY EDWARDS COLOR: 19–025	GLASS & GLAZING	COLOR: AS SELECTED BY ARCHITECT
COLOR: 19-025	VISION GLASS: 1" CLEAR ANNEALED INSULATION GLASS, LOW-E COATING ON $\#3$ SURFACE	EXTERIOR METAL ASSEMBLIES:
	VISION GLASS: 1" CLEAR TEMPERED INSULATION GLASS, LOW-E COATING ON $\#3$ SURFACE	(HR) HANDRAIL: PIPE RAILING, PAINTED-TO BE AT $+36$ " ABOVE NOSE OF TREADS OR SURFACE OF RAMP, WITH A GRIPPING SURFACE $1-1/2$ " DIA. AND SPACED
	VISION GLASS: 5/8" CLEAR TEMPERED INSULATION GLASS, LOW-E COATING ON #3 SURFACE	1-1/2" FROM WALL. THEY ARE TO PROJECT 12" BEYOND THE TOP RISER AT +36" ABOVE SURFACE, AND PROJECT THE WIDTH OF ONE TREAD +12" BEYOND THE BOTTOM RISER AT +36" ABOVE SURFACE. THEY MUST
	EXTERIOR METAL ASSEMBLIES:	RETURN TO THE WALL, OR BE PROTECTED WITH A SAFTEY END.
	 PAINT ALL EXTERIOR HOLLOW METAL DOORS AND FRAMES TO MATCH ADJACENT WALL COLOR EXTERIOR DOORS LOCATED IN BRICK COLOR '1' TO BE PAINTED SHERWIN-WILLIAMS 'SW 7593 RUSTIC RED' 	GR GUARDRAIL: 1–1/2" O.D. PIPE RAILING, PAINTED WITH TOP AT +42" ABOVE TOP OF LANDING. PROVIDE INTERMEDIATE RAILS OR ORNAMENTAL PATTERN SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH.
	PAINT ALL EXTERIOR PIPE BOLLARDS TO MATCH PRIMARY BRICK COLOR	GUARDRAIL WITH HANDRAIL: A COMBINATION OF THE ABOVE TWO THAT MUST BE PROVIDED ON THE OPEN SIDES OF ALL EXTERIOR STAIRS & RAMPS. SEE GUARDRAIL/HANDRAIL DETAIL.

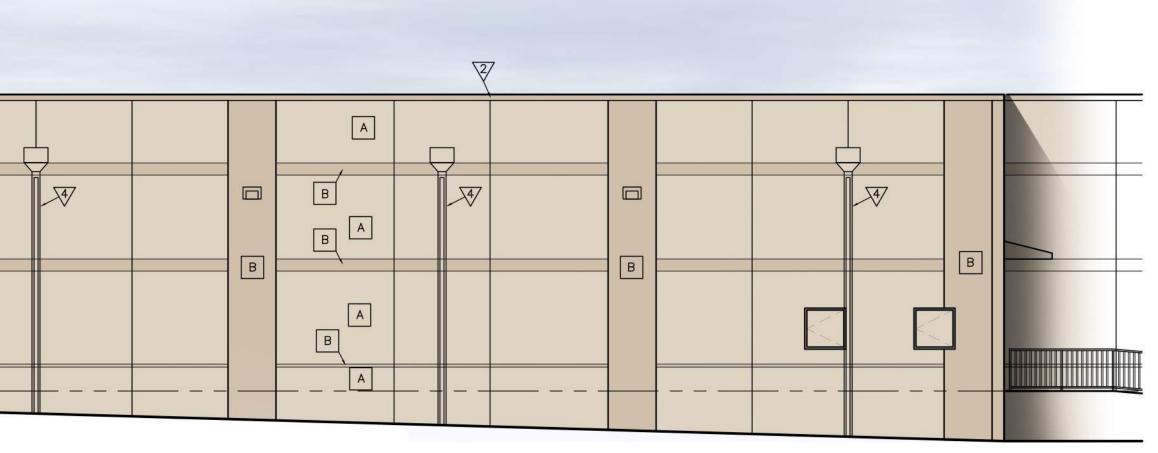


В	B				В	
	B	A				

NO SCALF 1

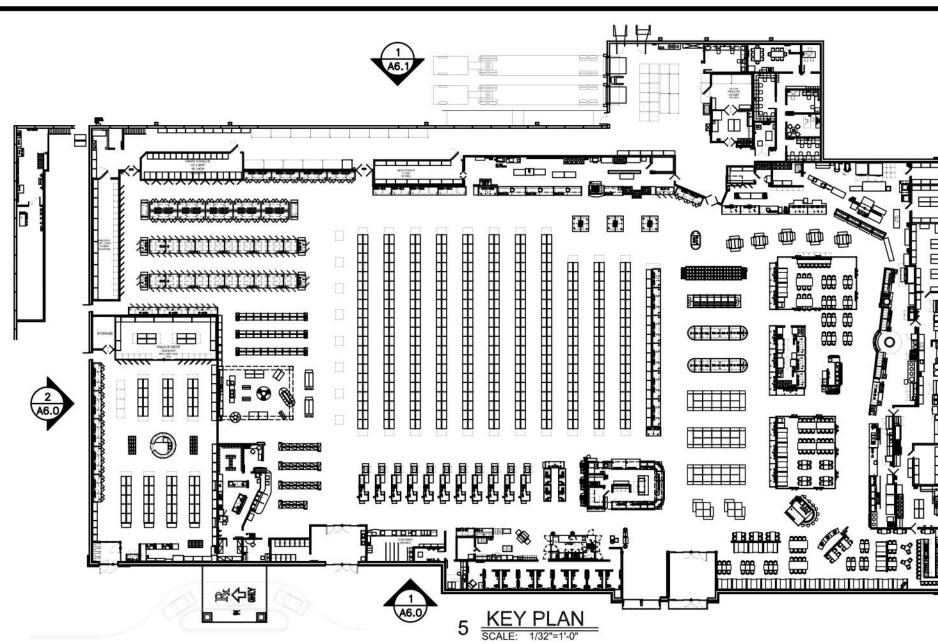


2 EAST ELEVATION SCALE: 3/32" = 1'-0"



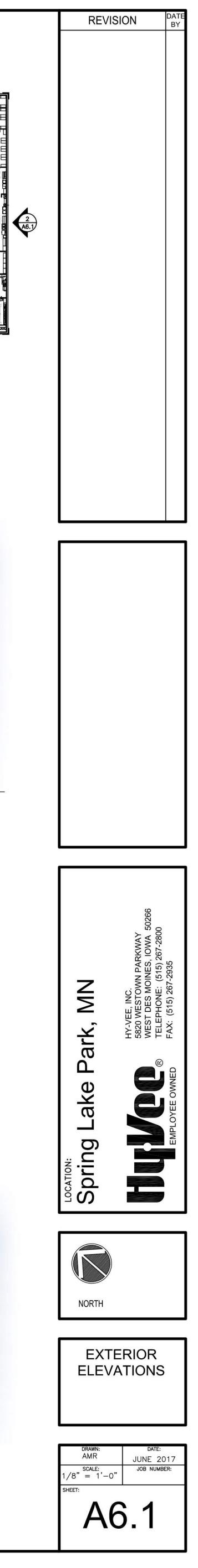
ALE: 3/32" = 1'-0"	ION					
					2	
				B		

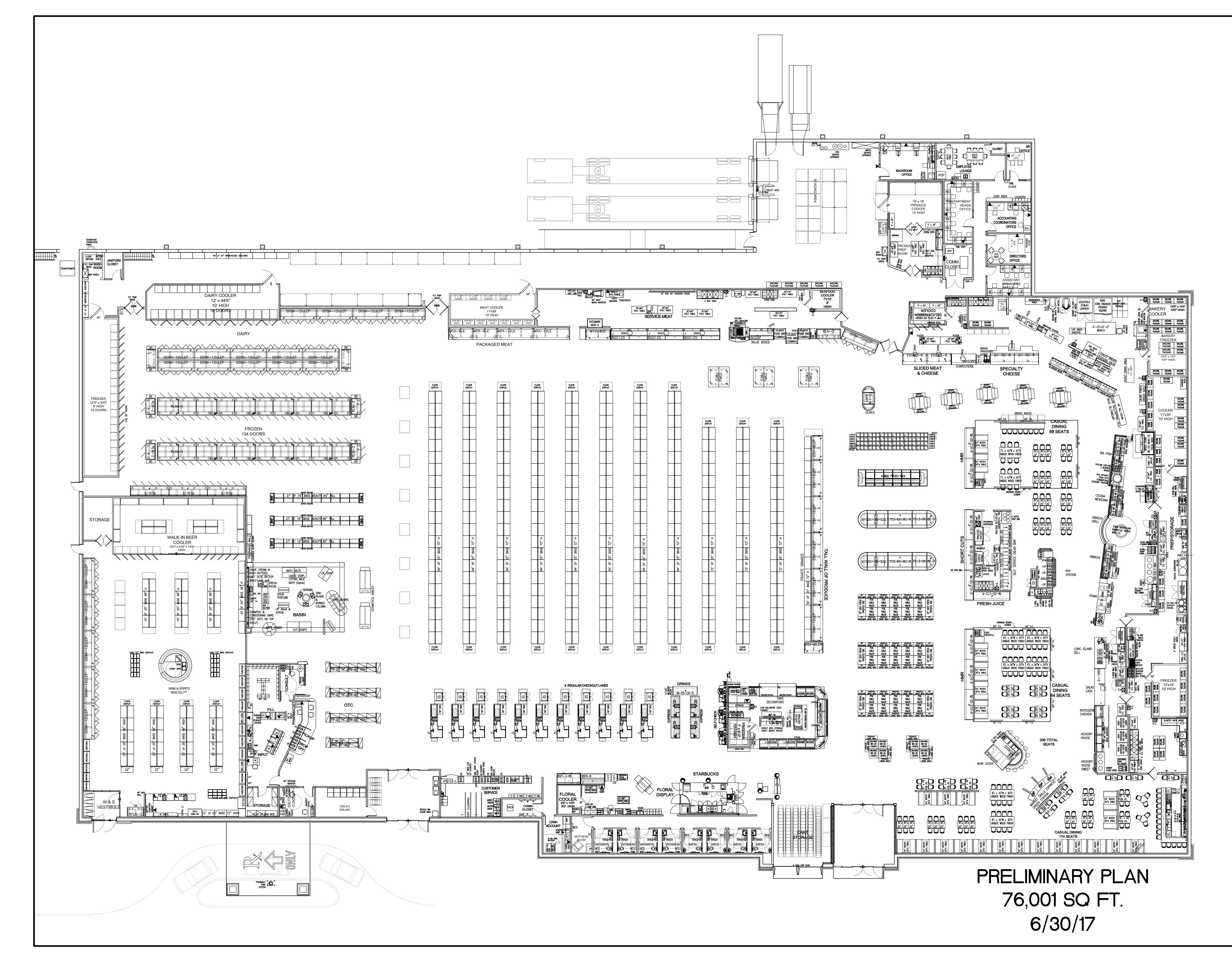


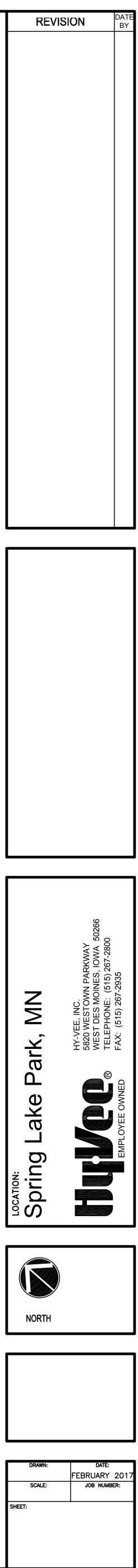


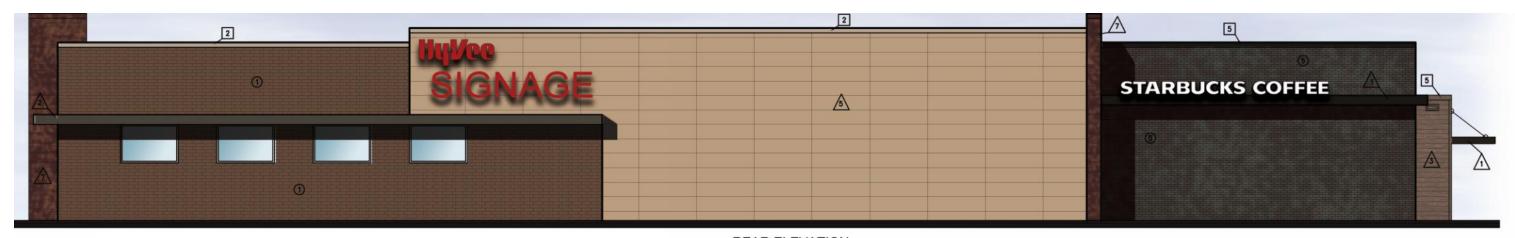
	B		В			В				В
--	---	--	---	--	--	---	--	--	--	---

NORTH ELEVATION SCALE: 3/32" = 1'-0"









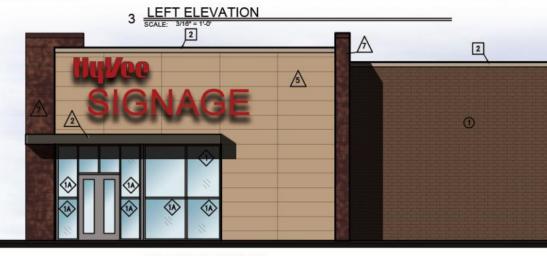
BRICK:	1279 SF	45%
GLAZING:	96 SF	3%
COMPOSITE PANELS:	46 SF	2%
FIBER CEMENT PANELS:	1151 SF	40%
METAL:	270 SF	10%

4 REAR ELEVATION



SPRING LAKE PARK, MN

RIGHT ELEVATION : 1,288 SF						
BRICK:	580 SF	45%				
GLAZING:	173 SF	14%				
COMPOSITE PANELS:	378 SF	29%				
METAL:	157 SF	12%				



 FRONT ELEVATION : 2,863 SF

 BRICK:
 531 SF
 19%

 GLAZING:
 1036 SF
 36%

 COMPOSITE PANELS:
 50 SF
 2%

 FIBER CEMENT PANELS:
 975 SF
 34%

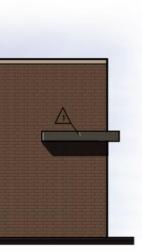
 METAL:
 271 SF
 9%

2 RIGHT ELEVATION



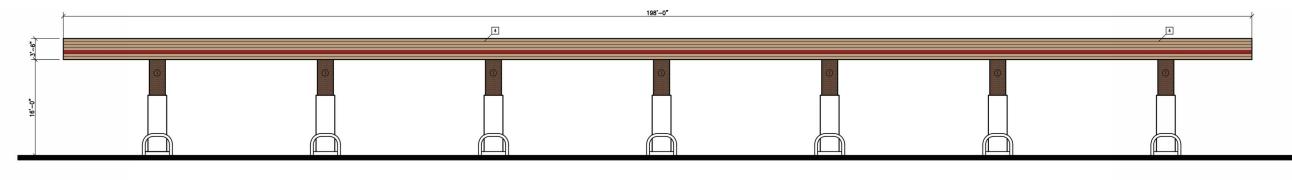
1 FRONT ELEVATION SCALE: 3/18" = 1'-0"

N : 1,31	7 SF	
	966 SF	73%
	29 SF	2%
S:	94 SF	7%
	228 SF	18%



U I	DARK SANDSTONE' FACE SET THIN BROK COURSING: 1/3 RUNNING BOND
6	ENDICOTT: 4"-2-2/3"#" MODILAR SZE "MANGANESE IRONSPOT VELOUR" COURSING: 1/3 RUNNING BOND GROUT: SANDED WEB GRAT EPOXY
GLA	SS & GLAZING:
	nsion glass: 1° clear annealed insulated glass, low-e 12 sunface
1	NSICH QLASS: 1* CLEAR TEMPERED INSULATED GLASS, LOW-E 12 SUNFACE
۵ ;	spinidhel glass: 1° annealed insulated glass, spinidhel Mint #4 sunface — Venify color W/ Architect
٠	spinicipel glass: 1" tempered insulated glass, spinicipel Mint #4 surface — verify color W/ Architect
3	nsion glass: 5/5" clear tempered insulated glass, low-e fz surface
	AL PANELS AND TRIM:
2	prefinished metal cap to match dark EPS color: Firestone "Unaclad" sienra tan Sr
	(8) .040 ALIMINUM "FRESTONE" ALMOND PANELS & (1) .040 ALIMINUM "WRISCO" RED PANEL.
	PREFINISHED METAL CAP COLOR: FIRESTONE "UNICLAD" CHARCOAL GRAY
CLA	DDING & CANOPIES:
	Aliminum canopy structure by "division 6" Color: Match Frestone "Unaclad" Charcoal Gray
	ALIMINUM CANDPY STRUCTURE BY 'DMISION 8' COLOR: WATCH FRESTONE "UNACLAD" - COLOR 'DARK BRONZE"
▲	Horizontal Cladding: "Trugran" by Westech 6" x j" flat Stong Board - Stboordo 3" Source Profile Conver Tran Colde: "C14 - Sing"
▲	HORIZONTAL CLADDING: NICHEN FIBER CEARDIT FINELS ARCHTECTURERLOCK 18" x 72" FLAT BIEND BOARD ARP 1818 SET IN STOLKED ROOTLE: CORNER TRAM COLOR: "NICHE"
A	HORIZONTAL CLADONN: PACILAD "PRECISION-SERIES" METAL WALL PANEL 12" x 1-3/0" FLAT SIGNA PANEL 'HOHLINE S1" 2" PREFINISHED SQUARE PROFILE MITERED CORNER TRAM COLOR: 'WEATHERED STEEL'
	ERAL NOTES:
	GLASS TO BE LOW E, CLEAR AS STATED: U-FACTOR = 0.29
	SHOC = 0.38 SWOING COEFFICIENT = 0.42 WEINE LIGHT TRANSMITTANCE = 61% WEINE LIGHT REFLECTINCE: 11%
	VENUEL LUHT INVOIDAITUNCE = 01% VISIBLE LUHT REFLECTANCE: 11% ITTAL SOLAR TRANSMITTANCE 20%
•	efco series 403(7) 2"x4 1/2" Thermal Storefront W/ Series 0500 door system
:	ARMA STOREFRONT STETLED TO BE: FEFO SERIES AND/D 2144 1/27 HERMAN, STOREFRONT W/ BERES 5050 00001 STETLM WARREER OR VERSIMAL EQUALENTS POINTTED STETLE TO PROVIDE OVERALL STETLE U-PACTOR OF 0.38 MID DOOR ASSEMENT U-PACTOR OF 0.77
	T GAS PIPING TO MATCH ADJACENT BUILDING WALL COLORS

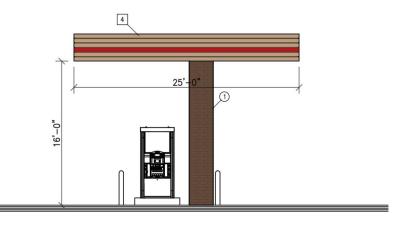
MASONRY UNITS:



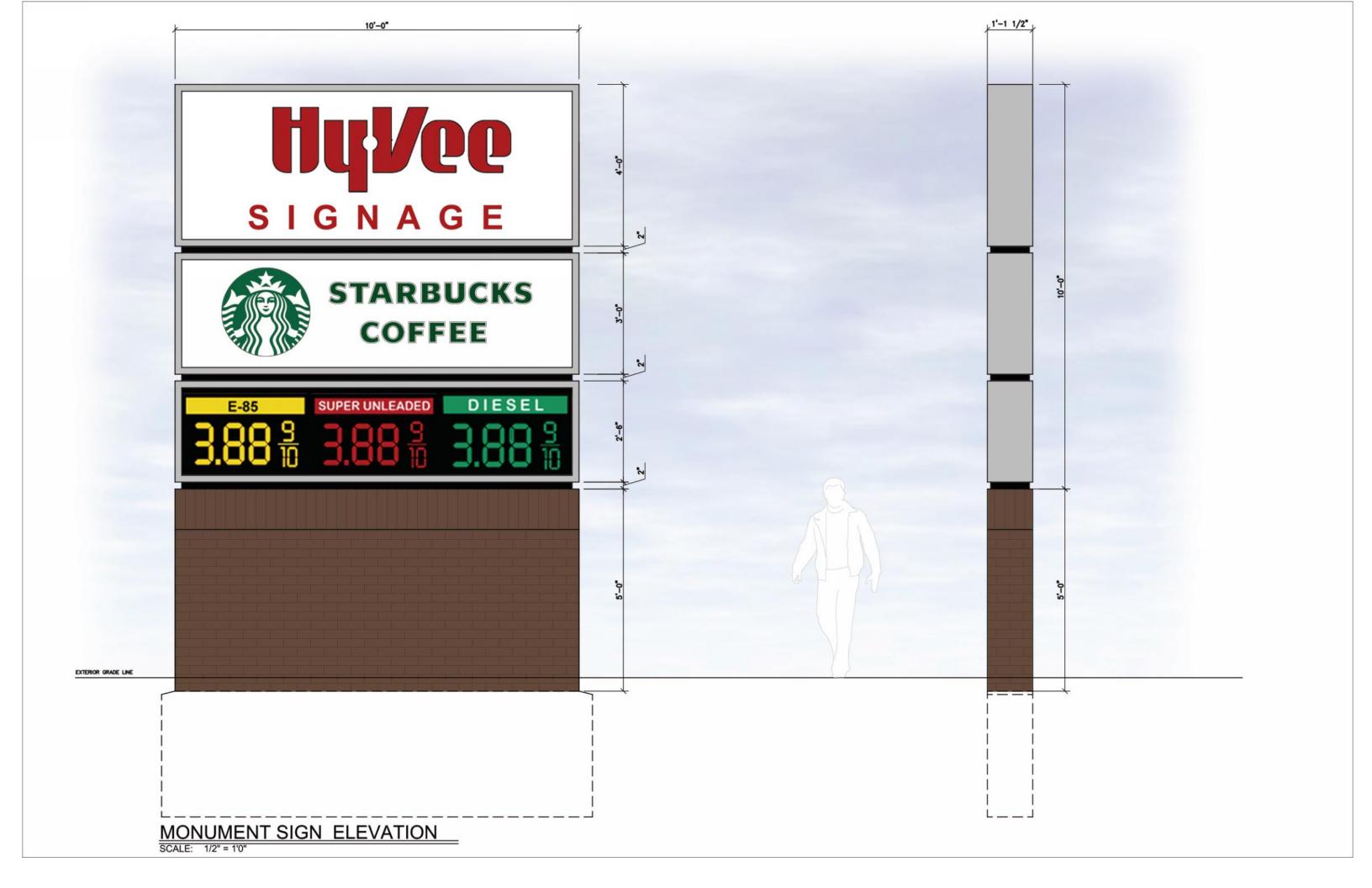
1 FRONT CANOPY ELEVATION (REAR SIMILAR)

SPRING LAKE PARK, MN





2 SIDE ELEVATION SCALE: 3/32"=1'-0"





Memorandum

To: Mayor Hansen and Members of the City Council

From: Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer

Date: August 2, 2017

Subject: Union Negotiations – Health Insurance

City Staff has an update on union negotiations regarding health insurance that it will present at the August 7, 2017 meeting.

If you have any questions, please don't hesitate to contact me at 763-784-6491.



City of Spring Lake Park Engineer's Project Status Report

To:	Council Members and Staff	Re: Status Report for 8.7.17 Meeting
From:	Phil Gravel	File No.: R-18GEN

Note: Updated information is shown in italics.

MS4 Permit (193802936).

Continuing to work with the Public Works Director and the Administrator on implementing the work plan for 2017 MS4 items. Annual public meeting was held on July 17th.

Surface Water Management Plan (193803949).

We continue doing research (including compiling old plans) as part of the background research for updating the local surface water management plan including stormwater modeling.

2017 Sanitary Sewer Lining Project (193803782).

This project will line sanitary sewer in the neighborhood east of Able Street and north of 81st Avenue. The Contractor, Visu-Sewer, has completed some the lining work. Remaining lining work will be completed over the next few months. Terry Randall is coordinating.

2017-2018 Street Seal Coat Project (193803783).

This 2-year project will include street maintenance in the neighborhood north of 81st Ave. and west of Monroe St. (2017) and in the neighborhood east of Monroe St., south of 81st St. and west of TH 65 (2018). The Contractor, Astech, has completed crack repair operations for the2017 area. Seal coat work will follow this month. Terry Randall is coordinating.

Other issues/projects.

Continue to work with Coon Creek Watershed District (CCWD) Technical Advisory Committee (TAC) meeting.

City's Water Supply Plan (DNR requirement) has been reviewed by the DNR and forwarded to the Met Council for review.

Reviewed plans from T-Mobile to upgrade their facilities on the Able Street water tower.

Continue working with Dan, Terry, Phil Carlson and a developer regarding the potential commercial (grocery/gas) development.

Completed site plan review for the Dominium project. The CCWD permit has been approved. Terry Randall worked with contractor to abandon utility services. A groundbreaking event will be held on August 8th.

Feel free to contact Harlan Olson, Phil Carlson, Jim Engfer, Mark Rolfs, Tim Grinstead, Peter Allen, or me if you have any questions or require any additional information.



CORRESPONDENCE



TORRY R. SOMERS VP Video Franchising/Legal Affairs

- **TO:** Minnesota Local Franchise Authorities (see attached)
- **FROM:** Qwest Broadband Services, Inc. d/b/a CenturyLink
- **RE:** Complaint
- **DATE:** July 20, 2017

On July 12, 2017, the Attorney General of the State of Minnesota filed a complaint against CenturyLink in the District Court for the Tenth Judicial District in Anoka County, Minnesota (the "Complaint"). The Complaint alleges claims against CenturyTel Broadband Services LLC, Qwest Broadband Services, Inc., and Qwest Corporation concerning the sale of CenturyLink's internet and television services. Copies of the Civil Cover Sheet, Summons and Complaint are attached. CenturyLink takes the allegations in the Complaint seriously and will review and respond as appropriate. As the matter proceeds through the judicial process, CenturyLink will update you on the status of the case at our regular meetings.

> 6700 Via Austi Pkwy. Las Vegas, NV 89119 Ph: (702) 244-8100 Fax: (702) 244-7775 torry.r.somers@centurylink.com

STATE OF MINNESOTA

COUNTY OF ANOKA

State of Minnesota, by its Attorney General, Lori Swanson,

Plaintiff,

vs.

CenturyTel Broadband Services LLC, d/b/a CenturyLink Broadband; Qwest Broadband Services, Inc., d/b/a CenturyLink; and Qwest Corporation, d/b/a CenturyLink QC,

Defendants.

Date Case Filed: July 12, 2017

ATTORNEYS FOR PLAINTIFF, STATE OF MINNESOTA

LORI SWANSON Attorney General State of Minnesota

JAMES W. CANADAY Deputy Attorney General Atty. Reg. No. 030234X

ALEX K. BALDWIN Assistant Attorney General Atty. Reg. No. 0396340

445 Minnesota Street, Suite 1200 St. Paul, Minnesota 55101-2131 (651) 757-1020 (Voice) (651) 297-7438 (Fax) alex.baldwin@ag.state.mn.us

DISTRICT COURT

TENTH JUDICIAL DISTRICT

Case Type: Other Civil (Consumer Protection)

Court File No.

CIVIL COVER SHEET Minn. R. Gen. Prac. 104

ATTORNEYS FOR DEFENDANTS, CENTURYTEL BROADBAND SERVICES, LLC, D/B/A CENTURYLINK BROADBAND; QWEST BROADBAND SERVICES, INC., D/B/A CENTURYLINK; AND QWEST CORPORATION, D/B/A CENTURYLINK QC

(Unknown)

1. Provide a concise statement of the case including facts and legal basis: Plaintiff, State of Minnesota, by its Attorney General, Lori Swanson, brings claims against three corporate entities held by CenturyLink, Inc. for violation of Minnesota's consumer fraud law, Minn. Stat. § 325F.69, subd. 1, and Minnesota's law prohibiting deceptive trade practices, Minn. Stat. § 325D.44, subd. 1. The State alleges that CenturyLink uses complex and deceptive pricing practices, even though CenturyLink sells its internet and cable television services in a price-sensitive market. The State alleges that CenturyLink has regularly misrepresented the price of its internet and television services, and has routinely refused to honor its offers. The State of Minnesota seeks judgment and an order declaring that CenturyLink's acts and omissions constitute multiple violations of Minnesota law, injunctive relief, restitution for all persons injured, civil penalties, award of attorneys' fees, litigation costs, and costs of investigation, and such further relief as provided by law or equity, or as the Court deems just.

2. Date Complaint was served: July 12, 2017 (acknowledgment of service requested)

- 3. For Expedited Litigation Track (ELT) Pilot Courts only: (not applicable)
 - a.
 the parties jointly and voluntarily agree that this case shall be governed by the Special Rules for ELT Pilot. Date of agreement: ______
 - b.
 The court is requested to consider excluding this case from ELT for the following reasons:

Note: ELT is mandatory in certain cases, and where mandatory, exclusion may also be sought by timely motion under the Special Rules for ELT Pilot.

- c. Anticipated number of trial witnesses:
- d. Amount of medical expenses to date:
- e. Amount of lost wages to date:
- f. Identify any known subrogation interests:
- 4. Estimated discovery completion within <u>6</u> months from the date of this form.
- 5. Disclosure / discovery of electronically stored information discussed with other party?

□ No X Yes, date of discussion: Previous discussions regarding civil investigative demands for related information. If Yes, list agreements, plans, and disputes: No current agreements, plans, or disputes; will need to discuss discovery in this case. 6. Proposed trial start date: April, 2018 (or after dispositive motions) Estimated trial time: <u>10</u> days hours (estimates less than a day must be 7. stated in hours). 8. Jury trial is: (not applicable) □ waived by consent of _____ pursuant to Minn. R. Civ. P. 38.02. (specify party) _____ (NOTE: Applicable fee must be enclosed) 9. Physical/mental/blood examination pursuant to Minn. R. Civ. P. 35 is requested: \Box Yes 🖾 No 10. Identify any party or witness who will require interpreter services, and describe the services needed (specifying language, and if known, particular dialect): (none) 11. Issues in dispute: Liability and remedies Case Type / Category: Other Civil (NOTE: select case type from 12. Form 23, Subject Matter Index for Civil Cases, appended to the Minnesota Rules of Civil Procedure). 13. Recommended Alternative Dispute Resolution (ADR) mechanism: Mediation (See list of ADR processes set forth in Minn. Gen. R. Prac. 114.02(a)) Recommended ADR provider (known as a "neutral"): Recommended ADR completion date: The State is willing to further discuss timing and provider(s) of any ADR with Defendants. If applicable, reasons why ADR not appropriate for this case:

By signing below, the attorney or party submitting this form certifies that the above information is true and correct.

Dated: July 12, 2017

Respectfully submitted,

LORI SWANSON Attorney General State of Minnesota

JAMES W. CANADAY Deputy Attorney General

/s/ Alex K. Baldwin

ALEX K. BALDWIN Assistant Attorney General Atty. Reg. No. 0396340

445 Minnesota Street, Suite 1200 St. Paul, Minnesota 55101-2130 (651) 757-1020 (Voice) (651) 296-7438 (Fax) alex.baldwin@ag.state.mn.us

ATTORNEYS FOR STATE OF MINNESOTA

STATE OF MINNESOTA

COUNTY OF ANOKA

DISTRICT COURT

TENTH JUDICIAL DISTRICT

Court File No.

Case Type: Other Civil (Consumer Protection)

State of Minnesota, by its Attorney General, Lori Swanson,

Plaintiff,

vs.

.

SUMMONS

CenturyTel Broadband Services LLC, d/b/a CenturyLink Broadband; Qwest Broadband Services, Inc., d/b/a CenturyLink; and Qwest Corporation, d/b/a CenturyLink QC,

Defendants.

THIS SUMMONS IS DIRECTED TO DEFENDANT CENTURYTEL BROADBAND SERVICES LLC, D/B/A CENTURYLINK BROADBAND, 1010 Dale Street North, St. Paul, Minnesota 55117-5603; and,

DEFENDANT QWEST BROADBAND SERVICES, INC., D/B/A CENTURYLINK, 1010 Dale Street North, St. Paul, Minnesota 55117-5603; and,

QWEST CORPORATION D/B/A CENTURYLINK QC, 1010 Dale Street North, St. Paul, Minnesota 55117-5603.

1. YOU ARE BEING SUED. The Plaintiff has started a lawsuit against you. The

Plaintiff's Complaint against you is attached to this Summons. Do not throw these papers away.

They are official papers that affect your rights. You must respond to this lawsuit even though it

may not yet be filed with the Court and there may be no court file number on this Summons.

2. YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS.

You must give or mail to the person who signed this summons a written response called an

Answer within 20 days of the date on which you received this Summons pursuant to Minnesota

Statutes section 5.25 and Rules 4.03 and 12.01 of the Minnesota Rules of Civil Procedure. You must send a copy of your Answer to the person who signed this summons located at: 445 Minnesota Street, Suite 1400, St. Paul, Minnesota 55101.

3. YOU MUST RESPOND TO EACH CLAIM. The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

4. YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS. If you do not answer with 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.

6. **ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

Dated: July 12, 2017

Respectfully submitted,

LORI SWANSON Attorney General State of Minnesota

JAMES W. CANADAY Deputy Attorney General

/s/ Alex K. Baldwin

ALEX K. BALDWIN Assistant Attorney General Atty. Reg. No. 0396340

445 Minnesota Street, Suite 1200 St. Paul, Minnesota 55101-2130 (651) 757-1020 (Voice) (651) 296-7438 (Fax) alex.baldwin@ag.state.mn.us

ATTORNEYS FOR STATE OF MINNESOTA

STATE OF MINNESOTA

COUNTY OF ANOKA

DISTRICT COURT

TENTH JUDICIAL DISTRICT

Court File No.

Case Type: Other Civil (Consumer Protection)

State of Minnesota, by its Attorney General, Lori Swanson,

Plaintiff,

vs.

COMPLAINT

CenturyTel Broadband Services LLC, d/b/a CenturyLink Broadband; Qwest Broadband Services, Inc., d/b/a CenturyLink; and Qwest Corporation, d/b/a CenturyLink QC,

Defendants.

The State of Minnesota, by its Attorney General, Lori Swanson, for its Complaint against the above-referenced Defendants ("CenturyLink"), alleges as follows:

INTRODUCTION

1. CenturyLink promises a simple, low rate to Minnesota consumers for internet and cable television service. But CenturyLink has fraudulently charged some Minnesota consumers more than the price the company quoted to them at the time of sale. To make matters worse, CenturyLink has often refused to honor its quoted rates after consumers bring the price misrepresentations to the company's attention. The State of Minnesota brings this action to stop these fraudulent practices and to enforce Minnesota's consumer protection laws.

PARTIES

2. Lori Swanson, Attorney General of the State of Minnesota, is authorized under Minnesota Statutes chapter 8; the Uniform Deceptive Trade Practices Act, Minnesota Statutes sections 325D.43-.48; the Consumer Fraud Act, Minnesota Statutes sections 325F.68-.694; and has common law authority, including *parens patriae* authority, to bring this action to enforce Minnesota's laws, to vindicate the State's sovereign and quasi-sovereign interests, and to remediate all harm arising out of – and provide full relief for – violations of Minnesota's laws.

3. CenturyTel Broadband Services, LLC is a Louisiana limited liability company, doing business in Minnesota as CenturyLink Broadband. Its principal place of business is 100 CenturyLink Drive, Monroe, Louisiana 71203. It is registered with the Minnesota Secretary of State pursuant to the Minnesota Limited Liability Company Act. CenturyTel Broadband Services, LLC, acting in concert with other entities affiliated with CenturyLink, Inc., provides communications services in the State of Minnesota and it is a subsidiary of CenturyLink, Inc., a Louisiana corporation.

4. Qwest Broadband Services, Inc. is a Delaware corporation, doing business in Minnesota as CenturyLink. Its principal place of business is 100 CenturyLink Drive, Monroe, Louisiana 71203. It is registered with the Minnesota Secretary of State pursuant to the Minnesota Foreign Corporation Act. Qwest Broadband Services, Inc., acting in concert with other entities affiliated with CenturyLink, Inc., provides communications services in the State of Minnesota and it is a subsidiary of CenturyLink, Inc., a Louisiana corporation.

5. Qwest Corporation is a Colorado corporation, doing business in Minnesota as CenturyLink QC. Its principal place of business is 100 CenturyLink Drive, Monroe, Louisiana 71203. It is registered with the Minnesota Secretary of State pursuant to the Minnesota Foreign Corporation Act. Qwest Corporation, acting in concert with other entities affiliated with

CenturyLink, Inc., provides communications services in the State of Minnesota and it is a subsidiary of CenturyLink, Inc., a Louisiana corporation.

JURISDICTION

6. Minnesota Statutes section 8.31 and common law authority provide this Court with jurisdiction over the subject matter of this action.

7. This Court has personal jurisdiction over CenturyLink as a result of CenturyLink and its affiliated entities' sales to and dealings with Minnesota consumers. CenturyLink conducts business in Minnesota and has committed acts causing injury to consumers located in Minnesota.

VENUE

8. Venue in Anoka County is proper under Minnesota Statutes section 542.09 because this cause of action arises in part in Anoka County. CenturyLink does and has done business in Anoka County, and CenturyLink's unlawful acts have harmed Anoka County residents, among others.

FACTUAL BACKGROUND

I. CENTURYLINK SELLS ITS INTERNET AND CABLE TELEVISION SERVICES IN A PRICE-SENSITIVE MARKET.

9. For decades, CenturyLink and its related entities offered regulated telephone service to Minnesota residents. As a result, many Minnesotans view CenturyLink as a telephone company operating in a predictable and regulated market.

10. More recently, CenturyLink has branched into other lines of business. The company now sells internet and cable television service to Minnesota residents. CenturyLink competes with other cable television and internet providers, satellite television companies, and cellular providers for market share for these services.

11. There has been a near five-fold increase in the number of internet subscribers in the past two decades. The number of consumers who subscribe to cable service is declining, reducing cable providers' revenue by an estimated \$1 billion per year. Satellite television service went from being non-existent to servicing 25% of households in a single generation.

12. CenturyLink has responded to these market dynamics in part by promising prices designed to attract price-sensitive consumers. But CenturyLink has deceptively charged some Minnesota consumers more than it promised them at the time of sale.

II. CENTURYLINK USES COMPLEX AND DECEPTIVE PRICING PRACTICES.

13. During its investigation, the State asked CenturyLink to produce information about the prices it charges to Minnesota consumers for internet and cable television services. CenturyLink produced more than 1,000 pages of documents it stated were an "overview" of its pricing policies. The company claimed that the State's request that CenturyLink produce full information about its prices was "unduly burdensome."

14. These pricing documents reveal a complex and elaborate pricing system in which layers of conditions and exceptions can affect the rates paid by consumers. To quote an accurate price, CenturyLink's sales agents must accurately process this information and then explain the final price to consumers at the time of sale.

15. The stories below reveal a recurring disconnect between the quotes CenturyLink has given to consumers and the actual prices they were charged, supposedly based on hidden rules contained in the company's complex billing system, which CenturyLink claims are "trade secrets." The disconnect happens in many ways, but the bottom line is that CenturyLink routinely fails to live up to its promises about the total prices consumers will pay for its services.

A. Calculating the Actual Cost That CenturyLink Will Charge for Internet and Television Service Starts with Determining Which of the Company's Thousands of Base-Rate Scenarios Apply.

16. CenturyLink's base rates depend on several factors. By using combinations from only four factors – the speed of the consumer's internet connection, the presence or absence of CenturyLink e-mail service, the manner in which CenturyLink connects a consumer's home to the Internet, and the number of channels included in its television packages – CenturyLink's pricing scheme starts with more than 1,500 different scenarios that can affect the base rates that CenturyLink will charge.

17. As the stories below show, CenturyLink often misrepresents the base monthly rate it will charge consumers for its internet and television services, and the company's sales practices and misrepresentations confuse Minnesota consumers.

B. CenturyLink Offers Promotional Pricing Without Explaining the Thousands of Company Rules and Exceptions That Cause Consumers To Pay More.

18. CenturyLink told the State that it has "hundreds of promotional offers at any time." CenturyLink refused to disclose all of the promotions made to Minnesota consumers, calling the request to produce all associated information about its promotions "unduly burdensome." CenturyLink did disclose an "overview" of 175 of its internet and television promotions.

19. Each promotion includes a matrix of complex and subtle information, starting with the conditions and exceptions governing the promotion. These conditions and exceptions vary by promotion but typically identify which consumers or products are supposedly eligible to receive the promotion and price. The conditions and exceptions also specify additional actions that consumers must take – or cannot take – after their purchase to preserve their eligibility for the promotion. CenturyLink's promotional conditions and exceptions are further restricted by

additional exceptions identifying additional promotions that are incompatible with the offered promotion. CenturyLink's promotional materials also impose special ordering instructions for CenturyLink's sales agents, who are paid commissions based on the number of customers they sign up for the company's services.

20. These promotional offer matrices contain a large amount of information that would have to be accurately processed by the company, with the outcome then explained to consumers at the time of sale if the company is to quote an accurate price to consumers. CenturyLink uses as many as 29 conditions and exceptions per promotion. Some promotions identify up to 138 "disqualifying" combinations of promotions. The standard ordering process requires CenturyLink's agents to perform up to 31 steps to add internet service and up to 18 steps to add television service to consumers' accounts. The promotional matrices reveal as many as 19 additional or special steps per promotion that CenturyLink's agents must perform to apply promotions to consumers' accounts.

21. Collectively, these documents – which provide an overview of just some of CenturyLink's promotional offerings – reveal more than 2,000 conditions and exceptions that CenturyLink uses to increase the price it charges consumers above what it promises them at the time of sale. The pricing documents – which CenturyLink marked "Trade Secret" (meaning they are hidden from consumers) – collectively identify nearly 3,800 disqualifying combinations of promotions that ostensibly make a consumer ineligible to receive a promotion.

22. As the stories below show, CenturyLink has misrepresented the price of its internet and cable television services by promising prices to Minnesota consumers that it did not

deliver. Most consumers who are misquoted do not discover the company's actual prices until they receive their first bill.¹

C. CenturyLink Adds Dozens of Fees on Top of Its Base Rates.

23. On top of its base rates, CenturyLink adds any number of its dozens of one-time and monthly recurring fees to consumers' bills. CenturyLink classifies some fees as relating to accessories, equipment, activation, shipping and handling, and installation. CenturyLink also adds at least one "fee" (the "Internet Cost Recovery Fee") for which the classification or purpose is not readily apparent, but which is added to the bills of all of its internet subscribers. Other fees apply depending on the type of service consumers purchase. In some cases, the extra fees can add up to more than the base rates that CenturyLink promises.

III. CENTURYLINK HAS REGULARLY MISREPRESENTED THE PRICE OF ITS INTERNET AND TELEVISION SERVICES AND HAS ROUTINELY REFUSED TO HONOR ITS OFFERS.

24. CenturyLink has regularly misquoted the price of its internet and television services to Minnesota consumers. In response to a complaint from the Minnesota Attorney General's Office on behalf of a consumer, a CenturyLink employee stated that, of the sales recordings she reviews, "maybe 1 out of 5 are quoted correctly or close enough. I have one today quoted \$39 and its over \$100 monthly." She further stated that "in many cases, the customer calls in for several months and [is] promised callbacks, passed around, or cut off before going to the AG, PUC, FCC, or BBB." Her April 22, 2015, e-mail reads as follows:

¹ CenturyLink told the State that all but a "small percentage" of its Minnesota consumers are billed through the company's "CRIS billing system." CenturyLink produced the exemplar "Welcome Letters" that this billing system allegedly sends to Minnesota consumers after the sale. These exemplar letters do not disclose any prices. And by using the prominent heading "Your Order Confirmation," CenturyLink falsely lulls Minnesota consumers into thinking that CenturyLink is only confirming the offer that the company's sales agent just promised them.

From: Ornelas, Diana L Sent: Wednesday, April 22, 2015 11:30 AM To: Orr, Dan Subject: RE: Minn Attorney General complaint,

I understand and also like to get it when the call is still available. I have so many I get every day and honestly, I could say maybe 1 out of 5 are quoted correctly or close enough. I have one today quoted \$39 and its over \$100 monthly. So I tend to get on the defensive for the customer at times because of the large amount that are misquoted. As in many cases, the customer calls in for several months and promised call backs, passed around, or cut off before going to the AG, PUC, FCC or BBB and we are unable to review the calls. Hopefully in the future we can have them saved for a longer period or a better resolution would be to get that person back to the sales rep or sales rep manager on the first call to the company after the service is installed. Then the issue could be reviewed, resolved and feeback/training provided.

25. In a May, 2015 recording obtained by the State, another CenturyLink employee

laments that there are "not enough people to do the work" of responding to the "whole pile of

Minnesota [complaints]" that "usually come in groups of 10."

26. The following paragraphs contain examples of these complaints.²

27. **B.T.** uses his Ph.D. in applied economics to scrutinize financial information for his employer. CenturyLink offered him internet service for \$14.95 per month for one year and \$24.95 per month for a second year. CenturyLink actually charged him a base rate of \$29.95 per

month. CenturyLink repeatedly refused to honor its offer and threatened to charge him a

² This Complaint includes the representative and illustrative experiences of 35 Minnesotans to describe how CenturyLink has deceived consumers. The State's allegations are not confined to the consumers described in this Complaint. These experiences are non-exclusive examples that generally illustrate CenturyLink's unlawful conduct. In some cases after the Attorney General's Office intervened, CenturyLink agreed to apply at least partial credits to consumers' accounts following the company's price misrepresentations.

\$200 penalty if he cancelled his service, even though the company's complaint file states that CenturyLink listened to the recording of the sales call and confirmed the "misquote." CenturyLink told B.T. that "no one at CenturyLink can get you that price," even though the company had promised it to him.

28. **K.S.** needed low-cost internet service for her daughter to complete her homework. CenturyLink offered her internet service for \$14.99 per month for six months but failed to charge her the promised rate. **A supervisor would not honor CenturyLink's offer** and claimed she had "used up" her discounts and denied that the company had offered her internet service for \$14.99 per month. CenturyLink's complaint file states that the company listened to the sales call and confirmed CenturyLink's offer of service for \$14.99 per month.

29. CenturyLink offered internet service to **K.Z.** for a base rate of \$19.95 per month but charged him a base rate of \$37 instead. **A supervisor refused to honor CenturyLink's offer**, telling him he was "misquoted." CenturyLink told him that the company's offers are "not binding commitments" and discounts are "a gift from us to you" that CenturyLink can rescind at its discretion. CenturyLink later told him that "the system" had "auto-removed" a discount from his account, thereby raising the price of his service above what CenturyLink promised.

30. **H.D.H.** agreed to keep her basic CenturyLink plan after the company promised her the same rate for another year. CenturyLink increased her bill by more than 50% the following month. She provided her confirmation number, but the company **repeatedly refused to honor its offer**, claiming that CenturyLink can "give you all the confirmation numbers in the world," but if CenturyLink "quotes you [a rate] not available it's going to get denied." CenturyLink told her the previous agent she spoke to did not "even know what offers we have to offer in the first place" and claimed that what the company previously promised her was "irrelevant."

31. **R.T.** is a 62-year-old businessman from Blaine. He used CenturyLink's on-line chat feature to purchase CenturyLink internet service for \$29.95 per month for two years, and television service for \$39.97 per month for one year and \$59.96 per month the next year:

my contract for internet is not up for a few months

Gianna C.: I can put you in a promotion of 2 years for \$29.95 by adding PrismTV

Exercise the second second and a second sec

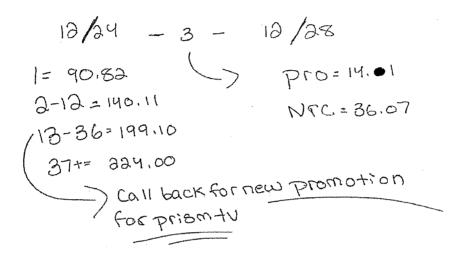
Gianna C.: It includes everything R

Gianna C.: It is the essential package.

Gianna C.: If you set it up with me today I can also offer you \$25 off in your monthly bill so you are going to be paying \$39.97 for the first year and \$59.96 for the second year.

CenturyLink charged him \$194.84 the month after he accepted this offer. CenturyLink billed him at least \$107.68 per month the following months. R.T. repeatedly asked for the rate promised to him, and **CenturyLink refused to honor its written offer**. CenturyLink later told him that its television service was "not a regulated or tariffed [sic] product" so CenturyLink could "raise or lower the base product price as determined by CenturyLink."

32. J.S. is an occupational therapist. She accepted CenturyLink's offer of internet and television service for \$91.83 per month for one year. CenturyLink **repeatedly failed to honor its promise** and charged her \$202.04, \$103.43, \$116.97, \$108.15, and \$128.26, respectively, the first five months she had this package. CenturyLink told her its billing system is "complicated" and "hard to explain" and that sales agents can offer promotions that the system then "removes." 33. **A.G.** is an attorney. Door-to-door CenturyLink agents sold him a package they promised in writing would cost \$90.82 the first full month, \$140.11 for the second through twelfth months, and \$199.10 for the thirteenth through thirty-sixth months:



CenturyLink repeatedly refused to honor its offer, charging him hundreds of dollars more than its written offer in the following months. CenturyLink later claimed that he had received "all the discounts" he was "qualified" to receive.

34. **K.N.** is 60 years old and lives in Britt. CenturyLink promised him internet service for a base rate of \$29.95 per month but **failed to bill him as promised**, charging him a base rate of \$61 instead. CenturyLink told him, "you're doing math, and you're trying to break [the cost] down in a way that it's not supposed to be broken down . . . there's no 'this is how much it costs." K.N. asked how much the company would charge him the next month, and CenturyLink said, "honestly, you're not going to know . . . until the next bill prints." CenturyLink later wrote to him stating he was "ineligible" for the offer CenturyLink promised him and that he had accepted months earlier.

35. CenturyLink has routinely refused to honor its offers without adequately reviewing or considering customers' complaints that they were charged more than they were

quoted. CenturyLink gives a variety of excuses to Minnesota residents as to why it will not honor the prices quoted to them. For example, a CenturyLink supervisor told **B.P.**, a Hibbing business owner, that **CenturyLink is "not responsible" for its sales agents' offers**.

36. CenturyLink promised to beat the \$112 per month that **J.A.**, a psychologist, was paying for her service. CenturyLink instead charged her a series of rates fluctuating around \$145 per month. **CenturyLink refused to honor its offer**, claiming to have no record of the offer she accepted while simultaneously claiming that she was "correctly billed."

37. **H.R.** is an assistant professor with a Ph.D. CenturyLink offered him internet service for \$29.95 per month but charged him more than double that rate. An agent told him it was not possible to receive his internet service for \$29.95 per month and that **nothing could be done to get the rate CenturyLink promised.**

38. **T.H.** is 24 years old and has an accounting degree. CenturyLink promised him internet service for \$28.93 per month but charged him \$44.67. A supervisor told him **CenturyLink would not honor its offer**. The company then wrote to him and claimed it "does not guarantee that promotional discounts are available and the number of available discounts have restrictions and qualifications."

39. A door-to-door CenturyLink agent sold a package to **C.A.**, a retiree from Spring Lake Park, that the agent promised would cost a total of \$100 per month for one year and \$115 per month the second year. The agent told C.A. those rates included all charges. The agent's offer sheet listed no charges other than the \$100 and \$115 rates:

REGUMAR PACKAGE PRICE: MOTIONAL PRICE: (1ST YEAR)

CenturyLink charged him more than it promised and **refused to honor the written offer**. Yet the company told C.A. it would charge him a cancellation penalty if he terminated his service.

40. Internal CenturyLink documents show that the company has a policy not to honor its sales agents' offers under certain scenarios, including when agents do not properly enter a promotion into CenturyLink's billing system.

41. For example, **L.F.** accepted CenturyLink's offer to receive internet service for \$19.01 per month, but CenturyLink charged her \$55.99 the following month. CenturyLink told L.F. that the offer she had accepted appeared in CenturyLink's billing system, but that **CenturyLink would not honor that offer**.

42. **K.K.** is a legal assistant. CenturyLink promised her internet service for \$24.99 per month, but the company charged her a base rate of \$44.95 per month. CenturyLink claimed the offer she had already accepted was "not available" to her. **CenturyLink refused to honor its offer.** The threat of a cancellation penalty trapped K.K. into staying with CenturyLink.

43. P.O. is a 61-year-old certified public accountant. He purchased a CenturyLink package for \$55.91 per month, but CenturyLink actually charged him \$97.95. The company claimed that its "system" showed P.O. should have been billed even more. Multiple CenturyLink agents refused to honor the promised rate, and the company charged him \$103.39 the following month. CenturyLink later wrote to him claiming its "billing system automatically block[ed]" the offer CenturyLink had promised.

44. **M.B.** is a mother of six, and her family lives on a budget. She purchased CenturyLink's internet service, which the company offered to her for \$29.95 per month. CenturyLink actually charged her a base rate of \$39.95. **CenturyLink refused to honor its offer**, telling M.B. that the offer she had already accepted was "not available." 45. **J.F.** is a retired engineer. CenturyLink offered him internet service for a base rate of \$19.95 per month. The company then sent him a bill for \$367.33, including internet service for a base rate of \$71. A CenturyLink agent told him that the company had "verified" the offer but that **CenturyLink would not honor the promised rate**.

46. **P.W.** is a mortgage processor who previously investigated fraud claims for a bank. CenturyLink sold him a package, but the company **did not bill him as promised** and threatened to charge him an early termination penalty if he cancelled his service.

47. **R.S.** purchased a CenturyLink package that the company promised would cost \$75 per month. R.S. asked about additional fees and CenturyLink mentioned only a one-time charge. CenturyLink charged R.S. fluctuating rates between \$108.41 and \$310.10 the following months. CenturyLink **refused to honor its offer**.

48. **O.N.** is retired. CenturyLink offered him a package for approximately \$50 per month. CenturyLink **never billed him as promised** and charged him as much as \$258.46 in one month after he accepted CenturyLink's offer.

49. CenturyLink sold a package to **A.K.** that the company promised would lower his monthly rate. CenturyLink actually increased the price of A.K.'s service by nearly \$50 per month. A.K. repeatedly called CenturyLink, which then falsely promised to bill him \$87 per month – all taxes and fees included. CenturyLink charged him \$111.84, \$114.85, \$115.85, \$122.84, and \$123.88 the following months. A.K. kept contacting the company, but **CenturyLink repeatedly failed to bill him as promised.** When he cancelled his service, CenturyLink charged him an early cancellation penalty.

50. **R.K.** and **D.G.** are a married couple. CenturyLink promised them internet service for \$19.95 per month but charged them a base rate of \$29.95. A supervisor **refused to honor**

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CenturyLink's offer. CenturyLink told them it had "misinformed" them when they purchased the service but that \$29.95 per month was "the only rate" the company would now honor.

51. CenturyLink promised A.L. a "price lock" package for \$73.90 per month.

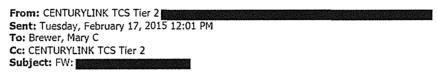
CenturyLink never charged him as promised, billing him \$227.48, \$84.06, \$97.27, \$98.34,

\$88.34, and \$90.27 in the months after CenturyLink sold him the "price lock."

52. CenturyLink knows it provides consumers with inaccurate information. This

knowledge is so ingrained that a specialist responding to a Minnesota complaint simply assumed

that CenturyLink would not have provided the consumer with accurate information:



Good Afternoon Mary,

Below are our final findings. We do apologize, however we were unable to retrieve the requested wav file. Though based on experience, I hope you agree, I think that the agent would not have told the customer that they could not get the Price for Life back. The agent did not start until 9/22/14 and would not have had the experience at the time of this call to properly set the expectations. Please let us know if any additional information is needed.

If you have any questions or concerns please let me know.

Jessica Wylie Research & Resolution Specialist, Qualfon CDA

53. **Fr. U.** is a retired accountant. He accepted CenturyLink's offer to upgrade the speed of his internet service with no increase in the monthly rate. CenturyLink failed to follow through on its promised rate, and when Fr. U. contested the increase, a supervisor told him that

CenturyLink's agents need more training.

54. CenturyLink promised internet service to S.G. for \$19.95 per month.

CenturyLink charged her a base rate of \$29.95 per month. She reported the misrepresentation to

CenturyLink, which did not honor its promise.

55. J.T. is a retired engineer and purchased a three-year "premium price lock" package that CenturyLink promised would cost a total of \$106.94 per month. CenturyLink would not honor the "locked" \$106.94 rate and charged him a series of fluctuating rates averaging more than \$144.

56. CenturyLink offered internet service to **D.G.**, a retired school teacher from Eveleth, for \$29.95 per month. **CenturyLink did not bill him as promised,** charging him a base rate of \$39.95.

57. **S.H.** is a 70-year-old former director of a non-profit organization. She purchased a CenturyLink package that the company said would cost a total of approximately \$54 per month. CenturyLink actually charged her \$103.87. When S.H. called about the bill, a supervisor told her the discrepancy would be fixed the following month. The company charged her \$76.46 and \$77.96 the following months. **CenturyLink then refused to honor its offer.**

58. CenturyLink sold a new plan to **D.S.** that the company claimed would lower the price of his service. CenturyLink **charged him more than it promised**, increasing his bill by \$27.51 the following month.

59. CenturyLink sold a package to 76-year-old retiree **K.T.** that the company promised would cost \$62.14 for the first month, \$40.91 for the second month, and \$85.92 for the third through twelfth months. CenturyLink charged K.T. \$172.24 the first month and then **falsely promised to fix his bill**.

60. **P.H.**, a retired school teacher, purchased a package that CenturyLink promised would save her money and cost approximately \$50 per month. **CenturyLink failed to bill her as promised.**

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61. **B.K.** is a freelance art director. He purchased internet service for \$29.95 per month, but CenturyLink actually charged him a base rate of \$71. CenturyLink **refused to honor its offer**, claiming there were no promotions available to him, even though B.K. had already accepted such an offer.

62. **P.J.**, a business owner, purchased a CenturyLink package, but **the company failed to bill him as promised**, charging him hundreds of dollars more that it promised during the time he received service.

63. **M.H.** is 81 years old and lives on a budget. She agreed to keep her service after CenturyLink promised her the same rate for another year. CenturyLink increased her bill and then charged her a series of changing rates. **CenturyLink refused to give her the rate it promised**, telling her "there's just no promotions that exist" that could keep the price of her service the same as she had been promised. CenturyLink threatened to charge her a \$200 cancellation penalty if she terminated her service. When M.H. asked if CenturyLink had "lied to [her]" about the price of its service, an agent responded, "I would say so. Yes." She asked to speak with a supervisor. The agent would not transfer her, claiming CenturyLink's employees are "all in different . . . locations" and "there's nothing my facility would be able to do about [the misrepresentation]." CenturyLink later wrote to her claiming that its "system" would have "automatically blocked any attempt" to keep the price of her service the same, even though CenturyLink had promised her just that.

64. As noted in the examples above, CenturyLink has quoted monthly prices that turn out to be inaccurate for a variety of reasons. CenturyLink often fails to honor the base rate it promises consumers.

65. In addition, the price quotes are sometimes inaccurate for the added reason that the company failed to include a monthly charge called an "Internet Cost Recovery Fee" in its actual price quotes given to Minnesota consumers, even when consumers ask about additional fees or the total price they will pay. *See e.g.*, R.T. (told price quote included "everything" but charged more, including Internet Cost Recovery Fee); C.A. (promised quote included all taxes and fees but still charged additional Internet Cost Recovery Fee); R.S. (charged more than quoted, including Internet Cost Recovery Fee, even after asking about all additional fees).

66. In other cases, CenturyLink misrepresents and minimizes the price of the company's internet service by not disclosing this fee during the sales conversation in which consumers and CenturyLink primarily discuss the base cost of CenturyLink's internet service. *See e.g.*, B.T. (charged more than promised, including unmentioned Internet Cost Recovery Fee); H.R. (charged more than double what CenturyLink promised, plus Internet Cost Recovery Fee company did not mention in sales conversation); K.K. (deceived by \$20 per month in base rate plus unmentioned Internet Cost Recovery Fee); M.B. (charged more than promised, including unmentioned Internet Cost Recovery Fee); J.F. (billed base rate nearly four times promised rate plus Internet Cost Recovery Fee); S.G. (charged base rate of 50% more than quoted plus unmentioned Internet Cost Recovery Fee); D.G. (charged more than promised, including unmentioned Internet Cost Recovery Fee); B.K. (billed more than double quoted offer plus mentioned Internet Cost Recovery Fee); B.K. (billed more than promised, including unmentioned Internet Cost Recovery Fee); B.K. (billed more than promised, including unmentioned Internet Cost Recovery Fee); B.K. (billed more than double quoted offer plus mentioned Internet Cost Recovery Fee); B.K. (billed more than double quoted offer plus mentioned Internet Cost Recovery Fee).

67. CenturyLink's so-called Internet Cost Recovery Fee is charged to every Minnesota consumer who has internet service with the company. The fee started at \$0.99 per internet connection, per month, was raised to \$1.99 per internet connection, per month, and is

now \$3.99 per internet connection, per month. That means each consumer now pays an added \$47.88 per year to CenturyLink just in Internet Cost Recovery Fees.

68. CenturyLink has misrepresented the nature of the Internet Cost Recovery Fee to consumers who notice it on their multi-page bills, sometimes falsely calling it: a federal fee; a fee for their internet line; a phone tax; an undisputable charge; a FCC-regulated fee; a form of insurance; a fee that is negotiated with each state; or a fee for the consumer's phone line. An internal CenturyLink communication from April of 2016 produced to the State acknowledges that the company has "misinformed" consumers by calling the Internet Cost Recovery Fee "a tax," a false description repeated on recordings produced to the State. The Internet Cost Recovery Fee is not any of these things. It is simply part of the base monthly rate that CenturyLink charges all Minnesota consumers with internet service, but that the company has artificially listed separately on its bills as a "fee" to make its base rates appear lower to price-sensitive customers.

69. Minnesota consumers have purchased CenturyLink's services based on the company's deceptive representations about the price of its services.

70. Special circumstances exist that triggered a duty on the part of CenturyLink to disclose material facts about the prices consumers will pay. First, CenturyLink had special knowledge which Minnesota consumers did not have at the time of their purchase of the full scope of the conditions, exceptions, and charges that CenturyLink uses to determine the prices to bill consumers. Consumers do not possess this special knowledge; in fact, CenturyLink designated these rules "Trade Secret" during the State's investigation. CenturyLink knows it operates in a price-sensitive market where consumers shop based on the final monthly rate they will pay. CenturyLink knew or had reason to know that potential customers would place their

trust in CenturyLink and rely on the company to inform them of material facts relating to the cost of CenturyLink's service. CenturyLink abused that trust by making verbal representations that included only a single price that consumers believed was the total price and by not disclosing that additional factors governing these offers would lead to a higher price. Second, CenturyLink did not say enough to prevent the representations it made to consumers from being deceptive and misleading.

71. The State brings this action to protect Minnesota consumers from CenturyLink's unlawful acts.

COUNT I CONSUMER FRAUD

- 72. The State of Minnesota re-alleges all prior paragraphs of this Complaint.
- 73. Minnesota Statutes section 325F.69, subdivision 1 reads:

The act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoinable as provided in section 325F.70

Minn. Stat. § 325F.69, subd. 1 (2016).

74. The term "merchandise" within the meaning of Minnesota Statutes section 325F.69 includes services. *See* Minn. Stat. § 325F.68, subd. 2 (2016).

75. CenturyLink has repeatedly violated Minnesota Statutes section 325F.69, subdivision 1, by engaging in the deceptive and fraudulent practices described in this Complaint, with the intent that others rely thereon in connection with the sale of its internet and television services. Among other things, CenturyLink has falsely promised consumers that its service will

cost a particular price when in fact the company charges consumers another price as a result of the practices described in this Complaint.

76. Due to the deceptive and fraudulent conduct described in this Complaint, Minnesota consumers have made payments to CenturyLink for goods and services that they otherwise would not have purchased or in amounts that they should not have been required to pay, thereby causing harm to those consumers.

77. Given the representations it made, its special knowledge, and the circumstances described in this Complaint, CenturyLink had a duty to disclose material facts to potential customers in connection with its marketing and offering of goods and services to Minnesota consumers, including the additional prices and factors that would result in the company not honoring its quoted monthly prices. By not doing so, the company failed to disclose material information in violation of Minnesota Statutes section 325F.69, subdivision 1.

78. CenturyLink's conduct, practices, actions, and material omissions described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 325F.69.

COUNT II DECEPTIVE TRADE PRACTICES

79. The State of Minnesota re-alleges all prior paragraphs of this Complaint.

80. Minnesota Statutes section 325D.44, subdivision 1 provides in part that:

A person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, the person:

(9) advertises goods or services with intent not to sell them as advertised;

(11) makes false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;

*** or

(13) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

Minn. Stat. § 325D.44, subd. 1 (2016).

81. CenturyLink has repeatedly violated Minnesota Statutes section 325D.44, subdivision 1, by engaging in the deceptive and fraudulent conduct described in this Complaint. CenturyLink's conduct caused a likelihood of confusion or misunderstanding among consumers regarding, among other things, the prices of CenturyLink's internet and television service. CenturyLink has advertised its services with the intent not to sell them at the advertised price because, among other things, CenturyLink has quoted prices to consumers that it later claims are impossible for consumers to receive. CenturyLink has also made false and misleading statements about the reasons for, existence of, and amounts of price reductions it promised to Minnesota consumers but subsequently failed to deliver to those consumers.

82. Due to the deceptive and fraudulent conduct described in this Complaint, consumers made payments to CenturyLink for goods and services that they otherwise would not have purchased or in amounts that they should not have been required to pay.

83. Given the representations it made, its special knowledge, and the circumstances described in this Complaint, CenturyLink had a duty to disclose all material facts to potential customers in connection with its marketing and offering of goods and services to Minnesota consumers, including the additional prices and factors that would result in the company not honoring its quoted monthly prices. By not doing so, the company failed to disclose material information in violation of Minnesota Statutes section 325D.44, subdivision 1.

84. CenturyLink's conduct, practices, and actions described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 325D.44.

RELIEF

The State of Minnesota, by its Attorney General, Lori Swanson, respectfully asks this Court to enter judgment against CenturyLink awarding the following relief:

1. Declaring that CenturyLink's acts described in this Complaint constitute multiple, separate violations of Minnesota Statutes sections 325F.69 and 325D.44;

2. Enjoining Defendants and their employees, officers, directors, agents, successors, assignees, affiliates, merged or acquired predecessors, parent or controlling entities, subsidiaries, and all other persons acting in concert or participation with them, from violations of Minnesota Statutes sections 325F.69 and 325D.44;

3. Awarding restitution under the *parens patriae* doctrine, the general equitable powers of this Court, Minnesota Statutes section 8.31, and any other authority for all persons injured by CenturyLink's acts as described in this Complaint;

4. Awarding civil penalties pursuant to Minnesota Statutes section 8.31, subdivision 3, for each separate violation of Minnesota Statutes sections 325F.69 and 325D.44;

5. Awarding the State of Minnesota its attorneys' fees, litigation costs, and costs of investigation, as authorized by Minnesota Statutes section 8.31, subdivision 3a; and

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6. Granting such further relief as provided by law or equity, or as the Court deems appropriate and just.

Dated: July 12, 2017

Respectfully submitted,

LORI SWANSON Attorney General State of Minnesota

JAMES W. CANADAY Deputy Attorney General

/s/ Alex K. Baldwin

ALEX K. BALDWIN Assistant Attorney General Atty. Reg. No. 0396340

445 Minnesota Street, Suite 1200 St. Paul, Minnesota 55101-2130 (651) 757-1020 (Voice) (651) 296-7438 (Fax) alex.baldwin@ag.state.mn.us

ATTORNEYS FOR STATE OF MINNESOTA

MINN. STAT. § 549.211 ACKNOWLEDGMENT

The party or parties on whose behalf the attached document is served acknowledge through their undersigned counsel that sanctions may be imposed pursuant to Minn. Stat. § 549.211.

Dated: July 12, 2017

/s/ Alex K. Baldwin

ALEX K. BALDWIN Assistant Attorney General Atty. Reg. No. 0396340

445 Minnesota Street, Suite 1200 St. Paul, Minnesota 55101-2130 (651) 757-1020 (Voice) (651) 296-7438 (Fax) alex.baldwin@ag.state.mn.us

ATTORNEYS FOR STATE OF MINNESOTA

Commission	Jurisdiction	City Address	Commission Office	Attorney
	Bloomington	City Manager City of Bloomington 1800 West Old Shakopee Rd Bloomington, MN 55431		
	COLUMBIA HEIGHTS	City of Columbia Heights, MN Attn: City Manager 590 40 th Avenue NE Columbia Heights, MN 55421		Mr. Michael Bradley Bradley Hagen & Gullikson, LLC 1976 Wooddale Drive, Suite 3A Woodbury, MN 55125
	Coon Rapids	City of Coon Rapids Attn: City Manager 11155 Robinson Dr Coon Rapids, MN 55433		Mr. Michael Bradley Bradley Hagen & Gullikson, LLC 1976 Wooddale Drive, Suite 3A Woodbury, MN 55125
	Eagan	City of Eagan, MN Attn: City Administrator City Hall 3830 Pilot Knob Road Eagan, MN 55122-1810	Director of Communications 3830 Pilot Knob Rd. Eagan, MN 55122-1810	
	Maplewood	City of Maplewood Attn: City Manager 1830 County Road B East Maplewood, MN 55109-2702		
	Minneapolis	Director of the Department of Communications City of Minneapolis 350 South 5th St. Rm 300M	Office of the City Attorney 350 S. Fifth St Rm 210 Minneapolis, Mn 55415	

Commission	Jurisdiction	City Address	Commission Office	Attorney
		Minneapolis, MN 55415		
		City Administrator		
		City of Shakopee		
		129 South Holmes Street		
	Shakopee	Shakopee, MN 55379		
	блакорее	City Clerk		
		City of St. Louis Park	City Manager	
		5005 Minnetonka Blvd	City of St. Louis Park	
		St. Louis Park, MN 55416	5005 Minnetonka Blvd	
	St. Louis Park	bi. Louis Faix, Wild 55410	St. Louis Park, MN 55416	
		City Clerk – City Hall	Cable Communications	
		City of St. Paul	Officer	
	St. Paul	15 Kellogg Blvd, West 310	City Hall Annex	
		Saint Paul, MN 55102	25 W. 4 th Street 600	
			Saint Paul, MN 55102	
			Executive Director	
			Northern Dakota County	
		City Administrator	Cable Communications	
	Inver Grove Heights	City of Inver Grove Heights	Commission	
		8150 Barbara Avenue	5845 Blaine Ave	
		Inver Grove Heights, MN 55077	Inver Grove Heights, MN	
NDC4			55076	
			Executive Director	
		City A desinistenton	Northern Dakota County Cable Communications	
	Liludala	City Administrator	Cable Communications	
	Lilydale	City of Lilydale 1011 Sibley Memorial Hwy	5845 Blaine Ave	
		Lilydale, MN 55118	Inver Grove Heights, MN	
NDC4			55076	

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Commission	Jurisdiction	City Address	Commission Office	Attorney
			Executive Director Northern Dakota County	
	Mendota	City Administrator City of Mendota	Cable Communications Commission	
		P.O. Box 50688 Mendota, MN 55150	5845 Blaine Ave Inver Grove Heights, MN	
NDC4			55076	
			Executive Director	
			Northern Dakota County	
		City Administrator	Cable Communications	
	Mendota Heights	City of Mendota Heights	Commission	
		1101 Victoria Curve	5845 Blaine Ave	
NDC4		Mendota Heights, MN 55118	Inver Grove Heights, MN	
NDC4			55076	
			Executive Director	
		City A durinistrator	Northern Dakota County Cable Communications	
	South St Paul	City Administrator City of South St. Paul	Cable Communications	
	Souil St Fau	125 Third Ave N.	5845 Blaine Ave	
		South St. Paul, MN 55075	Inver Grove Heights, MN	
NDC4		50001151. 1 aui, 10110 55075	55076	
			Executive Director	
			Northern Dakota County	
			Cable Communications	
	Sunfish		Commission	
			5845 Blaine Ave	
NDC4			Inver Grove Heights, MN 55076	

Commission	Jurisdiction	City Address	Commission Office	Attorney
			Executive Director	
			Northern Dakota County	
		City Administrator	Cable Communications	
	West St Paul	City of West St. Paul	Commission	
		1616 Humboldt Ave	5845 Blaine Ave	
		West St. Paul, MN 55118	Inver Grove Heights, MN	
NDC4			55076	
			Executive Director	Mr. Michael Bradley
		City of Blaine	North Metro	Bradley Hagen &
	Blaine	Attn: City Manager/Admin	Telecommunications	Gullikson, LLC
	Diame	10801 Town Square Dr. NE	Commission	1976 Wooddale Drive,
		Blaine, MN 55449	12520 Polk Street N. E.	Suite 3A
NMTC			Blaine, MN 55434	Woodbury, MN 55125
			Executive Director	Mr. Michael Bradley
		City of Centerville	North Metro	Bradley Hagen &
	Centerville	Attn: City Manager/Admin	Telecommunications	Gullikson, LLC
		1880 Main Street	Commission	1976 Wooddale Drive,
		Centerville, MN 55038	12520 Polk Street N. E.	Suite 3A
NMTC			Blaine, MN 55434	Woodbury, MN 55125
			Executive Director	Mr. Michael Bradley
		City of Circle Pines	North Metro	Bradley Hagen &
	Circle Pines	Attn: City Manager/Admin	Telecommunications	Gullikson, LLC
		200 Civic Heights Cir	Commission	1976 Wooddale Drive,
		Circle Pines, MN 55014	12520 Polk Street N. E.	Suite 3A
NMTC			Blaine, MN 55434	Woodbury, MN 55125
			Executive Director	Mr. Michael Bradley
		City of Ham Lake	North Metro	Bradley Hagen &
	Ham Lake	Attn: City Manager/Admin	Telecommunications	Gullikson, LLC
		15544 Central Avenue NE	Commission	1976 Wooddale Drive,
		Ham Lake, MN 55304	12520 Polk Street N. E.	Suite 3A
NMTC			Blaine, MN 55434	Woodbury, MN 55125

Commission	Jurisdiction	City Address	Commission Office	Attorney
			Executive Director	Mr. Michael Bradley
		City of Lexington	North Metro	Bradley Hagen &
	Lexington	Attn: City Manager/Admin	Telecommunications	Gullikson, LLC
	Lexington	9180 Lexington Avenue N	Commission	1976 Wooddale Drive,
		Lexington, MN 55014	12520 Polk Street N. E.	Suite 3A
NMTC			Blaine, MN 55434	Woodbury, MN 55125
			Executive Director	Mr. Michael Bradley
		City of Lino Lakes	North Metro	Bradley Hagen &
	Lino Lakes	Attn: City Manager/Admin	Telecommunications	Gullikson, LLC
	LIIIO Lakes	600 Town Center Parkway	Commission	1976 Wooddale Drive,
		Lino Lakes, MN 55014	12520 Polk Street N. E.	Suite 3A
NMTC			Blaine, MN 55434	Woodbury, MN 55125
			Executive Director	Mr. Michael Bradley
		City of Spring Lake Park	North Metro	Bradley Hagen &
	Spring Lake Park	Attn: City Manager/Admin	Telecommunications	Gullikson, LLC
	Spring Lake Falk	1301 81 st Avenue NE	Commission	1976 Wooddale Drive,
		Spring Lake Park, MN 55432	12520 Polk Street N. E.	Suite 3A
NMTC			Blaine, MN 55434	Woodbury, MN 55125
				Mr. Michael Bradley
		City of Arden Hills		Bradley Hagen &
	Arden Hills	Attn: City Manager/Admin	North Suburban Cable	Gullikson, LLC
	Alden IIIIs	1245 W. Highway 96	Communications Commission	1976 Wooddale Drive,
		Arden Hills, MN 55112	2670 Arthur Street	Suite 3A
NSCC			Roseville, MN 55113	Woodbury, MN 55125
				Mr. Michael Bradley
		City of Falcon Heights		Bradley Hagen &
	Falcon Heights	Attn: City Administrator	North Suburban Cable	Gullikson, LLC
		2077 Larpenteur Avenue W.	Communications Commission	1976 Wooddale Drive,
		Falcon Heights, MN 55113	2670 Arthur Street	Suite 3A
NSCC			Roseville, MN 55113	Woodbury, MN 55125

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Commission	Jurisdiction	City Address	Commission Office	Attorney
				Mr. Michael Bradley
		City of Lauderdale		Bradley Hagen &
	Lauderdale	Attn: City Manager/Admin	North Suburban Cable	Gullikson, LLC
	Lauderdale	1891 Walnut Street	Communications Commission	1976 Wooddale Drive,
		Lauderdale, MN 55113	2670 Arthur Street	Suite 3A
NSCC			Roseville, MN 55113	Woodbury, MN 55125
				Mr. Michael Bradley
		City of Little Canada		Bradley Hagen &
	Little Canada	Attn: City Manager/Admin	North Suburban Cable	Gullikson, LLC
	Little Callada	515 Littlet Canada Road E	Communications Commission	1976 Wooddale Drive,
		St. Paul, MN 55117	2670 Arthur Street	Suite 3A
NSCC			Roseville, MN 55113	Woodbury, MN 55125
				Mr. Michael Bradley
		City of Mounds View		Bradley Hagen &
	Mounds View	Attn: City Manager/Admin	North Suburban Cable	Gullikson, LLC
	wideling view	2401 County Road 10	Communications Commission	1976 Wooddale Drive,
		Mounds View, MN 55112	2670 Arthur Street	Suite 3A
NSCC			Roseville, MN 55113	Woodbury, MN 55125
				Mr. Michael Bradley
		City of New Brighton		Bradley Hagen &
	New Brighton	Attn: City Manager/Admin	North Suburban Cable	Gullikson, LLC
	New Dirgitton	803 Old Highway 8	Communications Commission	1976 Wooddale Drive,
		New Brighton, MN 55112	2670 Arthur Street	Suite 3A
NSCC			Roseville, MN 55113	Woodbury, MN 55125
				Mr. Michael Bradley
		City of North Oaks		Bradley Hagen &
	North Oaks	Attn: City Manager/Admin	North Suburban Cable	Gullikson, LLC
	INULUI Uaks	100 Village Center Dr	Communications Commission	1976 Wooddale Drive,
		North Oaks, MN 55127	2670 Arthur Street	Suite 3A
NSCC			Roseville, MN 55113	Woodbury, MN 55125

Commission	Jurisdiction	City Address	Commission Office	Attorney
				Mr. Michael Bradley
		City of Roseville		Bradley Hagen &
	Roseville	Attn: City Manager/Admin	North Suburban Cable	Gullikson, LLC
	Rosevine	2660 Civic Center Drive	Communications Commission	1976 Wooddale Drive,
		Roseville, MN 55113	2670 Arthur Street	Suite 3A
NSCC			Roseville, MN 55113	Woodbury, MN 55125
				Mr. Michael Bradley
		City of St. Anthony		Bradley Hagen &
	St. Anthony	Attn: City Manager/Admin	North Suburban Cable	Gullikson, LLC
		3301 Silver Lake Road NE	Communications Commission	1976 Wooddale Drive,
210.00		St. Anthony, MN 55418	2670 Arthur Street	Suite 3A
NSCC			Roseville, MN 55113	Woodbury, MN 55125
	BROOKLYN			
NWSCC	CENTER	-		
NWSCC	BROOKLYN PARK	-		
			Northwest Suburbs Cable	
			Communications Commission	
NWSCC	CDVCTAI		6900 Winnetka Avenue North	
	CRYSTAL	-	Brooklyn Park, MN 55428	
NWSCC	GOLDEN VALLEY	4		
NWSCC	MAPLE GROVE	-		
NWSCC	NEW HOPE	-		
NWSCC	OSSEO	-		
NWSCC	PLYMOUTH	-		
NWSCC	ROBBINSDALE			
				Kennedy & Grave,
		City of Andover, Minnesota	Executive Director	Chartered
		Attn: City Administrator	Quad Cities Cable	Attn: Robert J.V, Vose
		1685 Crosstown Blvd. NW	Communications Commission	470 U.S. Bank Plaza
0000		Andover, MN 55304	12254 Ensign Ave North	200 South Sixth St
QCCC	Andover		Champlin, MN 55316	Minneapolis, MN 55402

Commission	Jurisdiction	City Address	Commission Office	Attorney
				Kennedy & Grave,
		City of Anoka, Minnesota	Executive Director	Chartered
		Attn: City Manager	Quad Cities Cable	Attn: Robert J.V, Vose
		2015 1 st Avenue	Communications Commission	470 U.S. Bank Plaza
		Anoka, MN 55303	12254 Ensign Ave North	200 South Sixth St
QCCC	Anoka		Champlin, MN 55316	Minneapolis, MN 55402
				Kennedy & Grave,
		City of Champlin, Minnesota	Executive Director	Chartered
		Attn: City Administrator	Quad Cities Cable	Attn: Robert J.V, Vose
		11955 Champlin Dr	Communications Commission	470 U.S. Bank Plaza
		Champlin, MN 55316	12254 Ensign Ave North	200 South Sixth St
QCCC	Champlin		Champlin, MN 55316	Minneapolis, MN 55402
				Kennedy & Grave,
		City of Ramsey, Minnesota	Executive Director	Chartered
		Attn: City Administrator	Quad Cities Cable	Attn: Robert J.V, Vose
		7550 Sunwood Drive NW	Communications Commission	470 U.S. Bank Plaza
		Ramsey, MN 55303	12254 Ensign Ave North	200 South Sixth St
QCCC	Ramsey		Champlin, MN 55316	Minneapolis, MN 55402
			Southwest Suburban Cable	
		City Manager, City of Eden Prairie	Commission	
	EDEN PRAIRIE	8080 Mitchell Road	c/o Moss & Barnett	
		Eden Prairie, MN 55344	150 South 5th St, Ste 1200	
SSCC			Minneapolis, MN 55402	
			Southwest Suburban Cable	
		City Manager, City of Edina	Commission	
	Edina	4801 West 50th St.	c/o Moss & Barnett	
		Edina, MN 55424	150 South 5th St, Ste 1200	
SSCC			Minneapolis, MN 55402	

Commission	Jurisdiction	City Address	Commission Office	Attorney
SSCC	Hopkins	City Manager, City of Hopkins 1010 South 1st St. Hopkins, MN 55343	Southwest Suburban Cable Commission c/o Moss & Barnett 150 South 5th St, Ste 1200 Minneapolis, MN 55402	
SSCC	Minnetonka	City Manager, City of Minnetonka 14600 Minnetonka Blvd Minnetonka, MN 55345	Southwest Suburban Cable Commission c/o Moss & Barnett 150 South 5th St, Ste 1200 Minneapolis, MN 55402	
SSCC	Richfield	City Manager, City of Richfield 6700 Portland Avenue Richfield, MN 55423	Southwest Suburban Cable Commission c/o Moss & Barnett 150 South 5th St, Ste 1200 Minneapolis, MN 55402	
SWCTC	Cottage Grove	South Washington County Telecommunications Commission Attn: Cable Administrator 6939 Pine Arbor Drive South #106 Cottage Grove, MN 55016	Mr. Michael Bradley Bradley Hagen & Gullikson, LLC 1976 Wooddale Drive, Suite 3A Woodbury, MN 55125	
SWCTC	Grey Cloud Island			
SWCTC	Newport			
SWCTC	Woodbury			
SWCTC	St. Paul Park			

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Protecting, maintaining and improving the health of all Minnesotans

July 21, 2017

Spring Lake Park City Council c/o Mr. Dan Buchholz, Administrator Spring Lake Park City Hall 1301 81st Avenue NE Spring Lake Park, Minnesota 55432

Dear Council Members:

SUBJECT: Sanitary Survey Report for Spring Lake Park Public Water System (PWS), Anoka County, PWSID 1020029

Enclosed is a copy of the sanitary survey report summarizing an on-site inspection of your Community Public Water System. This report includes a review of the system's water source, facilities, equipment, operation, maintenance, and monitoring compliance for the purpose of evaluating the adequacy of the facilities for producing and distributing safe drinking water. Technical and management information regarding the operation of the system may also be provided. Conducting sanitary surveys on a regular basis is an important element in preventing contamination of drinking water supplies and in maintaining compliance with the National Primary Drinking Water Standards. Terry Randall, Public Works Director and Ken Prokott were present during this inspection.

Please take appropriate action to address any deficiencies or recommendations identified within this report. A deficiency may lead to a contamination of the water supply or failure of the system to be in compliance with the Safe Drinking Water Act. The enclosed report must be kept on file and made available for public review for not less than ten (10) years.

The Minnesota Department of Health (MDH) continues to monitor your PWS for contaminants identified by state and federal drinking water regulations. The results of such monitoring are not part of this report. They are sent to you under separate cover as they become available.

If you have questions concerning the information contained in the report, please contact me at 651/201-4683.

Sincerely,

Brian A. Noma, P.E. Public Health Engineer Section of Drinking Water Protection P.O. Box 64975 St. Paul, Minnesota 55164-0975

BAN Enclosures cc: Water Superintendent

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System Name: Spring Lake Park PWSID: 1020029 System Contact: Terry Randall, Public Works Director Survey Date: 07/19/2017 Surveyor: Brian A. Noma, P.E. PWS Type: Community

Requirements and Recommendations

Water Source

As a reminder, it is required that a well for a community public water supply be located according to distances specified in Minn.Rules 4725.4450, including not less than 50 feet from a source of contamination including buried sewers (except as specified in Minn. Rules 4725.5850).

Pumps/Pump Facilities and Controls

No deficiencies observed.

<u>Treatment</u>

All testable backflow prevention devices must be tested annually. The devices shall have a tag indicating the date that the device was tested, and the name of the certified tester. There were several testable devices that did not have tags affixed to them indicating when they were last tested.

Since the water treatment system treats for radium removal, it is recommended that a ventilation hood be provided over the sludge discharge sump inside the treatment plant. The ventilation hood fan shall be activated when the sludge pump is energized and for a period of time after the pump is done pumping.

Water Storage

No deficiencies observed.

Distribution

It is recommended that dead ends in the distribution system be minimized by looping. If looping is not feasible, a fire hydrant, approved flushing hydrant or blow off for flushing purposes must be used at the dead ends to maintain water quality and/or chlorine residual. [Recommended Standards for Water Works 8.0]

Monitoring/Reporting Data Verification

The following applicable records are required to be maintained by the water supply system:

- a. Coliform bacteria results 5 years
- b. Chlorine residual results 5 years
- c. Chemical results 10 years
- d. Sanitary survey reports 10 years
- e. All lead and copper materials 12 years
- f. Consumer confidence reports 3 years
- g. Public Notices 3 years
- h. Fluoride quarterly results and monthly reports 1 year





System Name: Spring Lake Park PWSID: 1020029 System Contact: Terry Randall, Public Works Director Survey Date: 07/19/2017 Surveyor: Brian A. Noma, P.E. PWS Type: Community

Requirements and Recommendations

Water System Management/Operation

As a reminder, engineering plans for new, modifications to, or additions to the water supply system, including watermains, are required to be properly submitted to the Minnesota Department of Health for review. All plans must be approved prior to the start of construction. [Minn. Rules 4720.0010]

To ensure security, it is recommended that a daily check of critical system components be conducted, including confirmation that all doors and access hatches are locked.

Operator Compliance with State Requirements

The certified operators are required to qualify themselves by attending waterworks operators training seminars offered throughout the state. Continuing education is valuable experience for anyone engaged in this field. The required contact hours in the previous 3 years for certification renewal are:

Class A 32 contact hours Class B 24 contact hours Class C 16 contact hours Class D 8 contact hours Class E 4 contact hours [Minn. Rules 9400.1200]



<u>Date</u>

07/19/2017 07/19/2017

MINNESOTA DEPARTMENT OF HEALTH **Section of Drinking Water Protection** Sanitary Survey Report



System Name: Spring Lake Park PWSID: 1020029 System Contact: Terry Randall, Public Works Director Survey Date: 07/19/2017 Surveyor: Brian A. Noma, P.E. PWS Type: Community

Absent

Bacteriological Results and Chlorine Residuals

Sampling Location	Chlorine Residual <u>Free / Total</u>	Coliform <u>Bacteria</u>	<u>E.Col</u>
SA Station	/ 0.29	Absent	
Terrace Park Treatment Plant - Well 1	1	Absent	
Holiday Station Store	/ 1.90	Absent	

/ 0.82

Holiday Station Store 07/19/2017 07/19/2017 Morgan Property

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System Name: Spring Lake Park PWSID: 1020029 System Contact: Terry Randall, Public Works Director

Survey Date: 07/19/2017 Surveyor: Brian A. Noma, P.E. PWS Type: Community

Contact Information

Contact michilation	8		
Name	Address	Phone/Email	
Contact			
Terry Randall, Public		Business Phone 1	763/784-6491
Works Director		Business Phone 2	763/792-7227
		Email	trandall@slpmn.org
Owner/Responsible Par	ty		
Spring Lake Park City	c/o Mr. Dan Buchholz,	Business Fax	763/792-7257
Council	Administrator	Business Phone 1	763/784-6491
	Spring Lake Park City Hall 1301 81st Avenue NE	Email	dbuchholtz@slpmn.org
,	Spring Lake Park, MN 55432		
Financial			
Spring Lake Park City	c/o Ms. Nancy Kelm, Utility Billing	Business Phone 1	763/792-7213
Council	Spring Lake Park City Hall	Email	nkelm@slpmn.org
	1301 81st Avenue N.E.		
	Spring Lake Park, MN 55432		
Sample Bottles/General	Correspondence		
Spring Lake Park Water	1301 81st Avenue NE	Business Phone 1	763/784-6491
Superintendent	Spring Lake Park, MN 55432	Email	TRandall@slpmn.org
Emergency Workday			
Terry Randall - Public		Business Fax	763/792-7257
Works Director		Cell Phone	763/360-4973
		Email	trandall@slpmn.org 612/526-0303
		Pager	
Ken Prokott		Business Phone 1	763/784-6491 763/360-4974
		Cell Phone	103/300-49/4
Emergency After-Hours			
Anoka County Dispatch		Business Phone 1	763/427-1212
Consumer Confidence	Report		
Terry Randall		Business Phone 1	763/784-6491
		Email	trandall@slpmn.org
Classification Inform	mation		· · · · · · · · · · · · · · · · · · ·
Owner Type:	Municipal	Population:	6513
System Class:	С	Service Connections	
Service Area Characterist	tics: Municipal	Class Points:	48
Certified Operators			
Name	Class Expiration Date	Name	Class Expiration Date
Randall, Terry P.	C 06/30/2019	Turbitt, Benjamin M.	





System Name: Spring Lake Park

PWSID: 1020029

System Contact: Terry Randall, Public Works Director

Survey Date: 07/19/2017 Surveyor: Brian A. Noma, P.E.

PWS Type: Community

Certified Operators

<u>Name</u> Prokott, Kenneth M		Expiration Date 05/31/2020	Name	Class Expiration Date
Production Tot	als			· · · · · · · · · · · · · · · · · · ·
Design Capacity: Average Daily: Highest Daily:	637,000 Gallons 1,384,000 Gallons		Emergency Capacity: Storage Capacity:	1,440,000 Gallons per Day 750,000 Gallons

Source Information

<u>Well #1</u>			
Unique Well No.:	00206638	Source Type:	Groundwater
Туре:	Well	Pump Capacity (gpm):	1000
Status:	Active	Pumping Rate (gpm):	1000
Availability:	Primary	Emergency Capacity:	1000 Gallons per Minute
Year Constructed:	1961	Static Depth (ft):	115
Well Depth (ft):	741	Drawdown (ft):	102
Casing Depth (ft):	350	Pump Type:	Vertical Turbine
Casing Diameter (in):	16	Vulnerable:	No
Screen Length (ft):			
Aquifer:	Tunnel City-Mt.Simon		
Moll #2			
<u>Well #2</u>			
Unique Well No.:	00223294	Source Type:	Groundwater

00223294	Source Type:	Groundwater
Well	Pump Capacity (gpm):	1000
Active	Pumping Rate (gpm):	1000
Primary	Emergency Capacity:	
1965	Static Depth (ft):	115
694	Drawdown (ft):	
329	Pump Type:	Submersible
16	Vulnerable:	No
Tunnel City-Mt.Simon		
	00223294 Well Active Primary 1965 694 329 16 Tunnel City-Mt.Simon	WellPump Capacity (gpm):ActivePumping Rate (gpm):PrimaryEmergency Capacity:1965Static Depth (ft):694Drawdown (ft):329Pump Type:16Vulnerable:





System Name: Spring Lake Park PWSID: 1020029 System Contact: Terry Randall, Public Works Director

Survey Date: 07/19/2017 Surveyor: Brian A. Noma, P.E. PWS Type: Community

<u>Well #4</u>

Unique Well No.: 00180920 Type: Well Status: Active Availability: Primary Year Constructed: 1982 Well Depth (ft): 726 Casing Depth (ft): 533 Casing Diameter (in): 16 Screen Length (ft): Aquifer: Mt. Simon

Well #5

Unique Well No.: 00563006 Type: Well Status: Active Availability: Primary Year Constructed: 1998 Well Depth (ft): 783 Casing Depth (ft): 650 Casing Diameter (in): 18 Screen Length (ft): Aquifer: Mt. Simon-Hinckley

Interconnect - Blaine

Туре:	Consecutive Connection	Source Type:	Purchased Groundwater
Status:	Active	Design Capacity:	
Availability:	Emergency	Emergency Capacity: Pump:	- and
Purchases From:	1020006 Blaine		

Interconnect - Mounds View

Туре:	Consecutive Connection	Source Type:	Purchased Groundwater
Status:	Active	Design Capacity:	
Availability:	Emergency	Emergency Capacity:	
		Pump:	

Purchases From: 1620008 Mounds View

Source Type: Groundwater Pump Capacity (gpm): 1000 Pumping Rate (gpm): 1000 Emergency Capacity: 0 Gallons per Minute Static Depth (ft): 182 Drawdown (ft): 42 Pump Type: Vertical Turbine

Source Type: Groundwater Pump Capacity (gpm): 1000 Pumping Rate (gpm): 1000 Emergency Capacity: Static Depth (ft): 213 Drawdown (ft): 45 Pump Type: Vertical Turbine Vulnerable: No

Vulnerable: No





System Name: Spring Lake Park PWSID: 1020029 System Contact: Terry Randall, Public Works Director

Survey Date: 07/19/2017 Surveyor: Brian A. Noma, P.E. PWS Type: Community

Treatment Information

Arthur Street Treatment PlantType:Treatment PlantStatus:ActiveAvailability:Primary

<u>Treatment Objective</u> Disinfection Fluoride (Z) Iron removal

Manganese removal

Other Radionuclides removal

Terrace Park Treatment PlantType:Treatment PlantStatus:ActiveAvailability:Primary

<u>Treatment Objective</u> Disinfection Fluoride (Z) Iron removal

Manganese removal

Other Radionuclides removal

Storage Information

East Tower Type: Storage-Elevated Status: Active Source Water: Groundwater Design Capacity: 1,000 Gallons per Minute Emergency Capacity:

Treatment Process Mechanism Chlorine/Gas Fluoridation/Hydrofluosilicic acid Filtration (Pressure)/Patented sand Oxidation - chemical/Chlorine Oxidation - chemical/Potassium permanganate Filtration (Pressure)/Patented sand Oxidation - chemical/Chlorine Oxidation - chemical/Potassium permanganate Backwash recycle Filtration (Pressure)/Patented sand Oxidation - chemical/Manganese sulfate

Oxidation - chemical/Potassium permanganate

Source Water:GroundwaterDesign Capacity:2,000Gallons per MinuteEmergency Capacity:1,000Gallons per Minute

Treatment Process Mechanism Chlorine/Gas Fluoridation/Hydrofluosilicic acid Filtration (Pressure)/Patented sand Oxidation - chemical/Chlorine Oxidation - chemical/Potassium permanganate Filtration (Pressure)/Patented sand Oxidation - chemical/Chlorine Oxidation - chemical/Potassium permanganate Backwash recycle Filtration (Pressure)/Patented sand Oxidation - chemical/Manganese sulfate Oxidation - chemical/Potassium permanganate

Gallons

Primarv

Capacity: 500,000 Availability: Chlorination:





System Name: Spring Lake Park PWSID: 1020029

Survey Date: 07/19/2017 Surveyor: Brian A. Noma, P.E. PWS Type: Community

System Contact: Terry Randall, Public Works Director

Storage Information

West Tower Type: Storage-Elevated Status: Active

Capacity: 250,000 Availability: Chlorination: Gallons Primary





System Name: Spring Lake Park PWSID: 1020029 System Contact: Terry Randall, Public Works Director Survey Date: 07/19/2017 Surveyor: Brian A. Noma, P.E. PWS Type: Community

Bacteriological Sample Site Plan

Distribution

Distribution			
Sample Site ID Sample Location		<u>Status</u>	<u>Notes</u>
01	City Hall	Active	1301 81st Ave. N.E.
02	Liquor Store	Active	
03	Emmanual Christian Center	Active	7777 University Ave.
04	McDonald's	Active	
05	Spring Lale Park Baptist Church	Active	8498 Sunset
06	8437 University Ave.	Active	
07	8000 Central Ave.	Active	
08	8101 University Ave.	Active	
09	892 Highway 10	Active	
10	Old Hardee's Building	Active	
11	7700 Monroe	Active	
12	Champion Auto	Active	
13	Go Gas	Active	7701 Highway 65
14	Povlitskies	Active	
15	8035 Spring Lake Park Road	Active	
16	Kokesh on Highway 10	Active	
17	Robinson Coach	Active	•
18	Warming House	Active	520 Sanburnol
19	Fire Station No. 1	Active	1710 Highway 10
20	Harsted Buildng	Active	1625 Highway 10
21	8329 Central Ave.	Active	
22	Key's Cafe	Active	8299 University Ave.
23	8302 Highway 65	Active	
24	Collin Realty	Active	7766 Highway 65
25	Mudd Springgers	Active	
26	Spring Lake Park Lumber	Active	
27	8463 Terrace	Active	
28	Morgan Building	Active	



Protecting, Maintaining and Improving the Health of All Minnesotans

July 15, 2017

Mr. Dan Buchholz, Administrator Spring Lake Park City Hall 1301 81st Avenue NE Spring Lake Park, MN 55432

Dear Mr. Buchholz,

The Minnesota Department of Health Oral Health Program and Drinking Water Protection Section, in partnership with the Minnesota Dental Association are pleased to present you with the Association of State and Territorial Dental Directors (ASTDD) and Centers for Disease Control and Prevention (CDC) **2016 Community Water Fluoridation "50 Year Award".** This award recognizes those public water systems that have adjusted the fluoride concentration in drinking water for the past 50 years.

ASTDD and the Minnesota Dental Association join us in saluting the dedication and perseverance of fluoridation pioneers. Because of their efforts and continued support from generations of dentists and other health care providers, health care and public health organizations, community leaders, water plant operators, and untold others, the prevention of tooth decay through community water fluoridation is recognized by the CDC as one of 10 great achievements in public health of the 20th century.

Water utilities and their customers value the ability to demonstrate attainment of quality service. Awards can be a good tool for promoting water fluoridation and we hope that this award will provide you with an opportunity to highlight the excellent work being done by your system.

Congratulations on this outstanding performance and thank you for providing safe, dependable drinking water for your community. If you have any questions about the award, please contact either David Rindal at (651) 201-4660 and (david.rindal@state.mn.us) or Prasida Khanal at (651) 201-3538 and (prasida.khanal@state.mn.us).

Sincerely,

prasida Khanal

Prasida Khanal, MPH, BDS Director | Oral Health Program Minnesota Department of Health 651-201-3538

Vlandy Ellengbore

Randy Ellingboe, PE Manager | Drinking Water Protection Minnesota Department of Health 651-201-4647

Carmelo Cinqueonce, MBA Executive Director Minnesota Dental Association 1335 Industrial Blvd. NE Minneapolis, MN 55413 651-767-8400



NOTICE OF PUBLIC HEARING on City of Fridley Civic Complex

PLEASE TAKE NOTICE that at its **regular board meeting on Wednesday, July 26, 2017 at 9:00 a.m.** in the Shoreview City Council Chambers, 4600 North Victoria Street, Shoreview, Minnesota, the Rice Creek Watershed District (RCWD) Board of Managers will receive public comment under Minnesota Statutes 103B.251 on the ordering of the following project: City of Fridley Civic Complex. The total project cost will be approximately \$316,000. The RCWD's direct share of cost for the project will not exceed \$70,000 and would be funded by general tax levy on real property within the watershed (Anoka County \$18,992, Hennepin County \$546, Ramsey County \$36,619, Washington County \$13,843). The RCWD has also obtained a \$159,000 Metropolitan Council Stormwater Grant to assist with funding for this project. Remaining funding will be provided by the City of Fridley. A project concept plan can be reviewed at www.ricecreek.org or at the District office, 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, MN 55449.

4325 Pheasant Ridge Drive NE #611 | Blaine, MN 55449 | T: 763-398-3070 | F: 763-398-3088 | www.ricecreek.org