

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, June 27, 2011
City Hall, Council Chambers
Meeting No. 12-11

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

1. *Acknowledgement of Maplewood Residents Serving the Country.*

C. ROLL CALL

Mayor's Address on Protocol:

“Welcome to the meeting of the Maplewood City Council. It is our desire to keep all discussions civil as we work through difficult issues tonight. If you are here for a Public Hearing or to address the City Council, please familiarize yourself with the Policies and Procedures and Rules of Civility, which are located near the entrance. Before addressing the council, sign in with the City Clerk. At the podium please state your name and address clearly for the record. All comments/questions shall be posed to the Mayor and Council. The Mayor will then direct staff, as appropriate, to answer questions or respond to comments.”

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. Approval of June 13, 2011, City Council Workshop Minutes
2. Approval of June 13, 2011, City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Presentation of Plaque of Appreciation for Service to the Parks & Recreation - Commissioner Carolyn Peterson
2. Promotion Ceremony – Sergeant Jerrold (Buddy) Martin – No Agenda Report

G. CONSENT AGENDA – *Items on the Consent Agenda are considered routine and non-controversial and are approved by one motion of the council. If a councilmember requests additional information or wants to make a comment regarding an item, the vote should be held until the questions or comments are made then the single vote should be taken. If a councilmember objects to an item it should be removed and acted upon as a separate item.*

1. Approval of Claims
2. Approval to Seek Bids for MCC Aquatic Center Wall Murals
3. Award of Contract for Fabrication and Installation of MCC Leisure Pool Submarine Station
4. Water System Evaluation, City Project 10-09, Approval of Final Report and Authorization to Proceed with Current Operating Agreement
5. Approval of Temporary Fence Easement In Favor of Paris Realty LLC (Tillges)
6. Approval of Ramsey County Fair Miscellaneous Permits
7. Approval of Resolution Accepting a Donation to the Fire Department from Residential Mortgage Group
8. Approval of Resolution Accepting a Donation from Qwest for the Volunteers in Police Service
9. Approval of Resolution Of Support For Tubman To Allow City As Fiscal Agent For State Bonding Proposal
10. Approval of the Conditional Use Permit Annual Review for the St Paul Regional Water Services Materials Recycling Operation

H. PUBLIC HEARINGS

1. Consider Approval of the First Reading - Heritage Preservation Ordinance Amendments
2. Gladstone Area Redevelopment Improvements, City Project 04-21 Assessment Hearing , 7:00 p.m. – Continued from May 23, 2011 – To be Continued to July 11, 2011
3. NPDES Phase II Annual Report, Public Hearing – 7:00 p.m.
4. Consider Approval of the First Reading - Chicken Ordinance

I. UNFINISHED BUSINESS

1. Trash Collection System Analysis Update and Discussion of Draft Request for Proposal for Organized Collection System
2. Consider Cost Estimate and Award of Consent for Dual Solar Array System for City Hall and Maplewood Community Center
3. East Metro Fire Training Facility Proposal, City Project 09-09, Consider Approval of a Resolution of Support for State Bonding Request for the Design and Construction of a Regional Firefighter Training Facility

J. NEW BUSINESS

1. Meeting of the Economic Development Authority
 - a. Call to Order by EDA President
 - b. Approval of EDA Agenda
 - c. Consider Approval of Loan to St. John's Hospital for its Participation in the Trillion BTU Program
 - d. Adjourn
2. Approval of Internal Loan Agreement from City General Fund to Economic Development Authority and Direction to Prepare Loan Agreement
3. Approval of New Manager for Intoxicating Liquor License Holder AMF Maplewood Lanes, Marietta Marie Jacobs
4. Approval of Preliminary Plat for Eldridge Fields Single Dwelling Development, Eldridge Avenue and Prosperity Road
5. Approval of Resolution Identifying the Need for LCDA Funding and Authorizing an Application for Grant Funds Livable Communities Demonstration Account (LCDA) Grant for the Gladstone Neighborhood Master Plan
6. Bartelmy Meyer Area Street, City Project 11-14, Resolution Ordering Preparation of Feasibility Study
7. Resolution Ordering Preparation of Feasibility Study 2012 Mill and Overlays, City Project 11-15

K. VISITOR PRESENTATIONS

L. AWARD OF BIDS

1. Gladstone Area Redevelopment Improvements - Phase 1, Project 04-21
 - a. Approve City of St. Paul Permanent and Temporary Easement Agreements
 - b. Approve Ramsey County Easement Agreement
 - c. Approve Ramsey County Quit Claim Deed
 - d. Resolution Approving Mn/DOT Local Bridge Replacement Program Grant Agreement
 - e. Resolution Awarding Construction Contract

M. ADMINISTRATIVE PRESENTATIONS

1. Discussion to Approve a Resolution Adopting State Performance Measures

N. COUNCIL PRESENTATIONS

O. ADJOURNMENT

Sign language interpreters for hearing impaired persons are available for public hearings upon request. The request for this must be made at least 96 hours in advance. Please call the City Clerk's Office at 651.249.2001 to make arrangements. Assisted Listening Devices are also available. Please check with the City Clerk for availability.

RULES OF CIVILITY FOR OUR COMMUNITY

Following are some rules of civility the City of Maplewood expects of everyone appearing at Council Meetings – elected officials, staff and citizens. It is hoped that by following these simple rules, everyone's opinions can be heard and understood in a reasonable manner. We appreciate the fact that when appearing at Council meetings, it is understood that everyone will follow these principles: Show respect for each other, actively listen to one another, keep emotions in check and use respectful language.

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**MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP**

5:15 p.m., Monday, June 13, 2011
Council Chambers, City Hall

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 5:17 p.m. by Mayor Rossbach.

B. ROLL CALL

Will Rossbach, Mayor	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present
James Llanas, Councilmember	Present
John Nephew, Councilmember	Present

C. APPROVAL OF AGENDA

Councilmember Nephew moved to approve the agenda as submitted.

Seconded by Councilmember Koppen. Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

1. Council Discussion – Wipers Recycling v. City of Maplewood

- a. Declaration of Intent to Close Meeting for Attorney Update
- b. City Attorney, Alan Kantrud gave the update to the council.

The meeting was closed at 5:25 p.m.

The meeting was reopened at 5:50 p.m.

2. Review Preliminary Findings of Police Department Space Needs Report

- a. Assistant City Manager, Public Works Director, Chuck Ahl introduced the item and answered questions of the council.
- b. Architect, SEH, Inc. Larry Koch addressed the council, gave a report and answered questions of the council.

Staff will continue to keep the council updated on the process.

E. NEW BUSINESS

1. Discussion of Maplewood Citizen Academy

- a. City Manager, James Antonen gave a report on the Academy. After discussion it was determined that there is not sufficient interest at this time to proceed with the academy.

2. Discussion of 2012 Budget Assumption and Evaluation Process

- a. Assistant City Manager, Public Works Director, Chuck Ahl gave the report.

Due to a lack of time this item was moved to Administrative Presentations on the regular City Council agenda.

F. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 6:50 p.m.

DRAFT

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, June 13, 2011
Council Chambers, City Hall
Meeting No. 11-11

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:03 p.m. by Mayor Rossbach.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Will Rossbach, Mayor	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present
James Llanas, Councilmember	Present
John Nephew, Councilmember	Present

D. APPROVAL OF AGENDA

The following items were added to the agenda by staff and councilmembers:

- M1. City Budget Plan Presentation – Mayor Rossbach
- N1. Update Dispatch Policy – Councilmember Juenemann
- N2. National Night Out – Councilmember Juenemann
- N3. North High School Relay for Life – Councilmember Llanas

Councilmember Nephew moved to approve the agenda as amended.

Seconded by Councilmember Koppen. Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of May 23, 2011, City Council Workshop Minutes

Councilmember Juenemann moved to approve the May 23, 2011, City Council Workshop Minutes as submitted.

Seconded by Councilmember Llanas. Ayes – All

The motion passed.

2. Approval of May 23, 2011, City Council Meeting Minutes

Councilmember Nephew moved to approve the May 23, 2011, City Council Meeting Minutes as submitted.

Seconded by Councilmember Juenemann.

Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Resolution of Appreciation for Girl Scout Samantha Nielsen

- a. Mayor Rossbach read and presented the resolution of appreciation to Girl Scout Samantha Nielsen.
- b. Girl Scout, Samantha Nielsen addressed the council.

Mayor Rossbach moved to approve the resolution of appreciation for Girl Scout Samantha Nielsen.

**City of Maplewood
Resolution 11-6-580
Commendation for Samantha Nielsen
June 13, 2011**

Whereas, the City of Maplewood finds it to be important to recognize the achievements of its citizens, and

Whereas, our youth are the future leaders of our City, State, and Nation, and

Whereas, the City Council is pleased to learn that Samantha Nielsen chose to pursue the Girl Scout Gold Award, and

Whereas, Samantha Nielsen is an active member of the Minnesota and Wisconsin River Valley Girl Scouts, an organization that mentors youth, and

Whereas, the requirements of the Gold Award are only achieved by 5% of all Girl Scouts, and

Whereas, Samantha has completed all the requirements for the Girl Scout Gold Award, the highest award which can be achieved by a Girl Scout, by planting an immigrant garden using plants native to Sweden at the historical Swedish Gammelgarden museum in Scandia Minnesota. Samantha further designed curriculum and taught children about the native plants and gardening. The project has taken several years to complete and a large commitment of her personal time, and

Whereas, the Gold Award develops leadership, responsibility and community involvement, now therefore

Be it resolved, that the Maplewood City Council does hereby commend Samantha on her accomplishments, her leadership, and her community involvement, and

Be it resolved, I Mayor, Will Rossbach, as authorized by the Maplewood City Council, do extend the city's appreciation and gratitude for the dedication and hard work put forth by Samantha and her example to other young adults and that the City of Maplewood duly record her accomplishments.

Mayor Will Rossbach

Attest: _____
Karen Guilfoile, City Clerk

Seconded by Councilmember Juenemann.

Ayes – All

The motion passed.

2. Swearing in Ceremony for Assistant Chief/EMS Michael Mondor

- a. Maplewood Fire Chief Steve Lukin introduced Assistant Chief/EMS Michael Mondor.
- b. City Clerk, Karen Guilfoile administered the firefighters oath to Michael Mondor.

G. CONSENT AGENDA

1. Councilmember Juenemann moved to approve consent agenda items 1-10.

Seconded by Councilmember Nephew.

Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Juenemann moved Approval of Claims.

ACCOUNTS PAYABLE:

\$	133,214.31	Checks #84358 thru #84399 Dated 05/24/11
\$	346,447.74	Disbursements via debits to checking account Dated 05/12/11 thru 05/20/11
\$	351,384.85	Checks #84400 thru #84444 Dated 05/26/11 thru 05/31/11
\$	191,766.15	Disbursements via debits to checking account Dated 05/20/11 thru 05/27/11
\$	694,137.43	Checks #84445 thru #84488 Dated 06/01/11 thru 06/07/11
\$	333,965.35	Disbursements via debits to checking account Dated 05/26/11 thru 06/03/11
<hr/>		
\$	2,050,915.83	Total Accounts Payable

PAYROLL

\$	502,740.74	Payroll Checks and Direct Deposits dated 05/27/11
\$	2,818.96	Payroll Deduction check #9984315 thru #9984318 Dated 05/27/11
\$	505,559.70	Total Payroll
\$	<u>2,556,475.53</u>	GRAND TOTAL

Seconded by Councilmember Nephew. Ayes – All

The motion passed.

2. Consider Approval to Seek Bids for Joy Park Improvements Phase II

Councilmember Juenemann moved to approve that staff seek bids for the Joy Park Improvements Phase II.

Seconded by Councilmember Nephew. Ayes – All

The motion passed.

3. Approval of Lawful Gambling Temporary Permit for White Bear Avenue Business Association

Councilmember Juenemann moved to approve the resolution for the lawful gambling temporary permit for the White Bear Avenue Business Association at the Ramsey County Fair Grounds, 2020 White Bear Avenue, Maplewood on July 13, 14, 15 16, and 17th, 2011.

RESOLUTION 11-6-581

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the temporary premise permit for lawful gambling is approved for White Bear Avenue Business Association, PO Box 9328, North St Paul, MN 55109 to be used on July 13, through July 17, 2011 at The Ramsey County Fair Grounds, 2020 White Bear Avenue, Maplewood, MN 55109.

FURTHERMORE, that the Maplewood City Council waives any objection to the timeliness of application for said permit as governed by Minnesota Statute §349.213.

FURTHERMORE, that the Maplewood City Council requests that the Gambling Control Division of the Minnesota Department of Gaming approve said license application as being in compliance with Minnesota Statute §349.213.

NOW, THEREFORE, be it further resolved that this Resolution by the City Council of Maplewood, Minnesota, be forwarded to the Gambling Control Division for their approval.

Seconded by Councilmember Nephew. Ayes – All

The motion passed.

4. Consider Approval of Fund Transfer to Close CoPar Project Fund 05-08

Councilmember Juenemann moved to approve a transfer of \$20,242.45 from the general fund to fund #811 for the purpose of closing the fund account and authorize the finance manager to make the appropriate budget adjustments.

Seconded by Councilmember Nephew.

Ayes – All

The motion passed.

5. Approval of Resolution Authorizing Purchase of Insurance Agent Services

Councilmember Juenemann moved to approve the resolution retaining Arthur J. Gallagher and Company as the insurance agent at a cost of \$12,000.

RESOLUTION 11-6-582

BE IT RESOLVED THAT Arthur J. Gallagher and Company be re-appointed as the broker of record and insurance agent at a cost of \$12,000 for the insurance year starting July 1, 2011 and continuing through June 30, 2012.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Nephew and upon vote being taken thereon, the following voted in favor.

ALL VOTED FOR

and the following voted against the same: NONE

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)SS.
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified and acting Clerk of the City of Maplewood, Minnesota, DO HEREBY CERTIFY that the attached resolution is a true and correct copy of an extract of minutes of a meeting of the City Council of the City of Maplewood, Minnesota duly called and held, as such minutes relate to the re-appointment of Arthur J. Gallagher and Company as the broker of record and insurance agent for the City of Maplewood starting July 1, 2011 through June 30, 2012.

City Clerk

Seconded by Councilmember Nephew.

Ayes – All

The motion passed.

6. Approval of Carsgrove Meadows Area Street Improvements, City Project 08-10, Resolution Approving Final Payment and Acceptance of Project

Councilmember Juenemann moved to approve the resolution for the Carsgrove Meadows Area Street Improvements, City Project 08-10, approving final payment and acceptance of the project.

**RESOLUTION 11-6-583
APPROVING FINAL PAYMENT AND ACCEPTANCE OF PROJECT
CITY PROJECT 08-10**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered Improvement Project 08-10, the Carsgrove Meadows Area Street Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the City Engineer for the City of Maplewood has determined that the Carsgrove Meadows Area Street Improvements, City Project 08-10, is complete and recommends acceptance of the project.

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

1. City Project 08-10 is complete and maintenance of these improvements is accepted by the city; and the final construction cost is \$1,904,736.00. Final payment to Miller Excavating, Inc., Incorporated, and the release of any retainage or escrow is hereby authorized.

Approved this 13th day of June 2011.

Seconded by Councilmember Nephew.

Ayes –All

The motion passed.

7. Approval of Parking Lot Light Pole Replacements for City Campus

Councilmember Juenemann moved to approve spending city funds of \$12,845 from 101-115-000-4410 Repair and Maintenance of Buildings for parking lot light pole replacements for the city campus.

Seconded by Councilmember Nephew.

Ayes – All

The motion passed.

8. Approval of Uniform Contract with G&K

Councilmember Juenemann moved to approve the five year contract to match the State contract pricing for \$38,638 over the five year contract for city departments using G&K Services.

Seconded by Councilmember Nephew.

Ayes – All

The motion passed.

9. Approval of Maplewood Community Center Court Area Lighting Installation

Councilmember Juenemann moved to approve the stimulus project using the vendors for a total amount of \$37,447.29. The project account number for tracking setup by Finance is 120907-0030-0280.

Seconded by Councilmember Nephew.

Ayes – All

The motion passed.

10. Approval of Resolution to Maintain Statutory Tort Liability Limits

Councilmember Juenemann moved to approve the resolution to not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

RESOLUTION 11-6-584 A RESOLUTION TO MAINTAIN THE STATUTORY TORT LIMITS FOR LIABILITY INSURANCE PROPOSED

WHEREAS, pursuant to previous action taken, the League of Minnesota Cities Insurance Trust has asked the City to make an election with regards to waiving or not waiving its tort liability established by Minnesota Statutes 466.04; and

WHEREAS, the choices available are; to not waive the statutory limit, to waive the limit but to keep insurance coverage at the statutory limit, and to waive the limit and to add insurance to a new level;

NOW, THEREFORE, BE IT RESOLVED, that the Maplewood City Council does hereby elect not to waive the statutory tort liability limit established by Minnesota Statutes 466.04; and, that such election is effective until amended by further resolution of the Maplewood City Council.

Adopted by the City Council of the city of Maplewood, Minnesota at a regular meeting held June 13, 2011.

ATTEST:

Karen E. Guilfoile, City Clerk

William Rossbach, Mayor

Seconded by Councilmember Nephew.

Ayes – All

The motion passed.

H. PUBLIC HEARING

None.

I. UNFINISHED BUSINESS

1. **Approval of Myth Nightclub Shared Parking Agreement with 3000 White Bear Avenue**
 - a. Senior Planner, Tom Ekstrand gave the report and answered questions of the council.
 - b. Myth Nightclub Owner, Mike Miranowski addressed and answered questions of the council.
 - c. City Attorney, Alan Kantrud addressed and answered questions of the council.

Councilmember Koppen moved to approve the shared parking agreement between the owners of the Myth Nightclub and the Plaza 3000 shopping center to allow the Myth to utilize 200 parking spaces for their needs. Approval of this agreement is subject to the review and approval by the city attorney and the owner of the Myth doing the following: **(the following change or addition is in bold and underlined.)**

1. Posting each entrance to the Myth parking lot with the name and location of the overflow parking lots.

2. Arranging for Ramsey County Sheriff officers to patrol each parking lot (on site and off site).
3. Providing parking attendants to be stationed at each parking lot (on site and off site).
4. Providing parking attendants to direct traffic to overflow parking lots.
5. Make sure to clean up each parking lot (on site and off site) within 12 hours of the conclusion of a Myth event where overflow parking was utilized.
6. Submit any future shared-parking agreements to the city staff for approval and adjustment of the maximum allowed occupancy. All agreements shall be subject to approval by the city attorney.
7. Assure that the maximum allowed occupancy shall be 4,400 persons (dependent upon providing enough parking spaces to support this number), which includes all Myth staff and personnel, unless that number is revised by the fire marshal. The presence of staff and personnel will always factor into the total allowed occupancy regardless of whether shared parking is a factor or not.
8. Assure that any future parking agreements shall be for a minimum of one year.
9. Notify the city in writing within 90 days if either party in a parking agreement wishes to terminate the agreement.
10. **The applicant shall provide a revised parking agreement between himself and the owner of the Plaza 3000 stating that the Myth will provide shuttle service between the Myth and the Plaza 3000 and provide on-site security at the Plaza 3000 during events when the Plaza 3000 parking lot is used by the Myth. This parking easement language revision shall be approved by the city attorney.**

Seconded by Councilmember Llanas.

Ayes – Mayor Rossbach,
Councilmember's Koppen,
Llanas & Nephew

Nay – Councilmember Juenemann

The motion passed.

J. NEW BUSINESS

1. **Approval of Conditional Use Permit for Auto Sales by Fleet Associates, Inc. at 2495 Maplewood Drive**
 - a. Senior Planner, Tom Ekstrand gave the report and answered questions of the council.
 - b. Planning Commissioner, Tushar Desai gave the planning commission report.

The council requested an amendment to the CUP resolution which is stricken in the resolution.

Councilmember Nephew moved to approve the resolution approving a conditional use permit to operate a used car sales business from 2495 Maplewood Drive at the Maple Leaf Ridge Business Center. Approval is based on the findings required by ordinance and subject to the following conditions: (deletions are stricken).

**CONDITIONAL USE PERMIT
RESOLUTION 11-6-585**

WHEREAS, Chris and Diane Johnson, of Fleet Associates, Inc. applied for a conditional use permit to operate a used car sales business.

WHEREAS, Section 44-512(5) of the city ordinances requires a conditional use permit to store, lease or sell used motor vehicles. Further, code requires that these activities not occur closer than 350 feet to residential property.

WHEREAS, this permit applies to the property located at 2495 Maplewood Drive. The legal description is:

W. H. HOWARD'S GARDEN LOTS EX STH 61-1 N 85 FT OF LOT 3.
W. H. HOWARD'S GARDEN LOTS EX STH 61-1 AND EX N 85 FT LOT 3.

WHEREAS, the history of this conditional use permit is as follows:

1. On May 17, 2011, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered the report and recommendation of city staff. The planning commission recommended that the city council approve this permit.
2. On June 13, 2011, the city council considered reports and recommendations of the city staff and planning commission.

NOW, THEREFORE, BE IT RESOLVED that the city council approves the above-described conditional use permit, because:

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and this Code.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.
4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
5. The use would not exceed the design standards of any affected street.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause no more than minimal adverse environmental effects.

Approval is subject to the following conditions:

- ~~1. All construction shall follow the site plan approved by the city. Staff may approve minor changes.~~
2. The proposed use must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. The applicant shall not park any vehicles from their for-sale inventory any closer than 350 feet of the westerly property line as required by ordinance.
5. The applicant shall not park more than five vehicles from their for-sale inventory outside on the site.
6. The applicant shall not use any attention-getting displays on vehicles that are parked outside such as flags, banners, signs (painted or otherwise), etc.

The Maplewood City Council approved this resolution on June 13, 2011.

Seconded by Councilmember Koppen. Ayes – All

The motion passed.

2. Approval of Seventh Street East and Ferndale Street Right-of-Way Vacations, 2505 Minnehaha Avenue East

- a. Senior Planner, Tom Ekstrand gave the report and answered questions of the council.
- b. Planning Commissioner, Tushar Desai gave the planning commission report.

Councilmember Juenemann moved to approve the resolution. This resolution is for the vacation of the Seventh Street East and Ferndale Street right-of-ways. The reasons for the vacation are as follows:

VACATION RESOLUTION 11-6-586

WHEREAS, the City of Maplewood, applied for the vacation of the following:

Block 16, vacated East Seventh Street and vacated Ferndale Street, originally dedicated as Seventh St. and Union Ave., respectively, all in THE UNION CEMETERY, according to the recorded plat thereof, Ramsey County, Minnesota. (Said THE UNION CEMETERY being the Southwest Quarter of the Southeast Quarter of Section 25, Township 29 North, Range 22 West).

WHEREAS, the history of this vacation is as follows:

1. On May 17, 2011, the planning commission held a public hearing. The city staff published a notice in the Maplewood Review. The planning commission gave everyone at the hearing a chance to speak and present written statements.
2. On June 13, 2011, the city council considered reports and recommendations from the city staff and planning commission.

WHEREAS, after the city approves this vacation, public interest in the property will go to the following property:

Beginning at the northeast corner of said Southwest Quarter of the Southeast Quarter; thence westerly, along the northerly line of said Southwest Quarter of the Southeast Quarter, on an assumed bearing of South 89 degrees 52 minutes 00 Seconds West a distance of 543.21 feet; thence South 55 degrees 08 minutes 00 seconds East a distance of 278.95 feet; thence North 89 degrees 52 minutes 00 seconds East a distance of 265.53 feet; thence northeasterly a distance of 66.31 feet along a non-tangential curve, concave to the southeast, having a radius of 55.70 feet, a central angle of 68 degrees 12 minutes 35 seconds and a chord that bears North 49 degrees 56 minutes 58 seconds East; thence southeasterly a distance of 47.37 feet along a non-tangential curve, concave to the southwest, having a radius of 72.50 feet, a central angle of 37 degrees 26 minutes 05 seconds and a chord that bears South 78 degrees 26 minutes 23 seconds East; thence North 40 degrees 36 minutes 25 seconds East, not tangent to said curve, a distance of 27.83 feet; thence South 49 degrees 23 minutes 35 seconds East a distance of 40.06 feet; thence North 89 degrees 52 minutes 00 seconds East a distance of 76.61 feet; thence North 13 degrees 14 minutes 59 seconds East to the north line of said Lot 1; thence westerly, along the north line of said Lot 1, to the east line of said Southwest Quarter of the Southeast Quarter; thence northerly to the point of beginning and there terminating.

NOW, THEREFORE, BE IT RESOLVED that the city council passed the above-described vacation for the following reasons:

It is in the public interest since;

1. The city is not using the right-of-way for a public street.
2. The right-of-way is not needed for street access purposes as the adjacent properties have street access at other points.

This approval is subject to:

1. Comply with the requirements contained within Assistant City Engineer Steve Love's report dated April 7, 2011.
2. All legal descriptions must be approved by staff.

The Maplewood City Council passed this resolution on June 13, 2011.

Seconded by Councilmember Koppen.

Ayes – All

The motion passed.

K. VISITOR PRESENTATIONS

1. Joe Fox, representing the Ramsey County Fair, Maplewood.
2. Ted Gooder, Maplewood.
3. Mark Bradley, Maplewood.
4. Dave Schelling, Maplewood.
5. Bob Zick, North St. Paul.

L. AWARD OF BIDS

None.

M. ADMINISTRATIVE PRESENTATIONS

1. City Budget Plan Presentation

- a. Assistant City Manager, Public Works Director, Chuck Ahl gave a report on the 2012 City Budget Plan and answered questions of the council.

N. COUNCIL PRESENTATIONS

1. Update Dispatch Policy – Councilmember Juenemann

Councilmember Juenemann gave a report on the Dispatch Policy Committee including costs of equipment and replacement program. Also the status of 911 use on cellular phones including that approximately 72% of the 911 calls that have come into the dispatch center this year have been made on cell phones.

2. National Night Out – Councilmember Juenemann

Councilmember Juenemann gave a report on National Night Out which is Tuesday, August 2, 2011. Councilmember Juenemann encouraged citizens to schedule a neighborhood get together.

3. North High School Relay for Life – Councilmember Llanas

Councilmember Llanas gave a report. Last month approximately 600 students participated in the relay for life and over 500 students from North High School raised money for the American Cancer Society.

O. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 9:01 p.m.

DRAFT

City of Maplewood
Official Sign-Up Sheet

By putting your name and address on this sheet,
you are requesting to address the City Council

Date: June 13, 2010 Time: 7:00 p.m.

Name (first & last) - *please print clearly*

Address

- | Name (first & last) - <i>please print clearly</i> | Address |
|---|------------------------------|
| - K1. <u>Jim Fay</u> | <u>1821 MYrtle ST.</u> |
| - K2 <u>Ted Gooder</u> | <u>1756 Southwind Lane</u> |
| - K3 <u>Mark Bradley</u> | <u>2164 Woodlyn Ave</u> |
| - 4. <u>DAVE SCHELLING</u> | <u>1955 GREEN BRIDGE ST.</u> |
| - 5. <u>Bob Zick</u> | <u>NSP</u> |
| 6. _____ | _____ |
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AGENDA REPORT

TO: City Council
FROM: Finance Manager
RE: APPROVAL OF CLAIMS
DATE: June 27, 2011

Attached is a listing of paid bills for informational purposes. The City Manager has reviewed the bills and authorized payment in accordance with City Council approved policies.

ACCOUNTS PAYABLE:

\$ 472,208.30	Checks # 84489 thru # 84553 dated 06/08/11 thru 6/14/11
\$ 173,661.80	Disbursements via debits to checking account dated 05/25/11 thru 6/10/11
\$ 795,332.25	Checks # 84554 thru # 84584 dated 06/21/11
\$ 327,601.46	Disbursements via debits to checking account dated 06/08/11 thru 06/17/11
<u>\$ 1,768,803.81</u>	Total Accounts Payable

PAYROLL

\$ 517,429.71	Payroll Checks and Direct Deposits dated 06/10/11
\$ 2,504.21	Payroll Deduction check # 9984349 thru # 9984352 dated 06/10/11
<u>\$ 519,933.92</u>	Total Payroll
<u><u>\$ 2,288,737.73</u></u>	GRAND TOTAL

Attached is a detailed listing of these claims. Please call me at 651-249-2902 if you have any questions on the attached listing. This will allow me to check the supporting documentation on file if necessary.

kf
attachments

Check Register
City of Maplewood

06/10/2011

Check	Date	Vendor	Description	Amount	
84489	06/08/2011	02464	US BANK	Funds for ATM	8,000.00
84490	06/14/2011	03877	ASSOC OF RECYCLING MANAGERS	ARM ANNUAL WORKSHOP	20.00
84491	06/14/2011	00240	C.S.C. CREDIT SERVICES	APPLICANT BACKGROUND CHECKS	60.00
84492	06/14/2011	04137	THE EDGE MARTIAL ARTS	KARATE INSTRUCTION - APRIL	535.00
	06/14/2011	04137	THE EDGE MARTIAL ARTS	KARATE INSTRUCTION - MAY	427.50
84493	06/14/2011	01973	ERICKSON OIL PRODUCTS INC	CAR WASHES - MAY	92.00
84494	06/14/2011	00908	M R P A	REGISTRATION FEE	500.00
84495	06/14/2011	04060	MES - MIDAM	SETS OF TURN OUT GEAR	12,224.00
84496	06/14/2011	04265	MARIA PIRELA	ZUMBA INSTRUCTION - MAY	567.00
84497	06/14/2011	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICES - DEC 2010	20,868.34
84498	06/14/2011	01337	RAMSEY COUNTY-PROP REC & REV	PROJ 09-13 MULCH FOR RAIN GARDENS	897.75
84499	06/14/2011	01337	RAMSEY COUNTY-PROP REC & REV	RECORDING FEE FOR EASEMENT	46.00
84500	06/14/2011	01409	S.E.H.	DESIGN & SPECS JOY PARK PHASE II	5,029.37
84501	06/14/2011	04845	TENNIS SANITATION LLC	RECYCLING - MAY	27,499.50
84502	06/14/2011	04192	TRANS-MEDIC	EMS BILLING - MAY	3,585.00
84503	06/14/2011	01190	XCEL ENERGY	RELOCATION OF 2 POWER POLES	10,277.88
84504	06/10/2011	00776	DONALD JONES	6/10 PR WAGES - CORRECTED CHECK	986.20
84505	06/14/2011	00111	ANIMAL CONTROL SERVICES	ANIMAL CONTROL FEES 5/16 - 6/5	2,012.00
84506	06/14/2011	04419	LOUISE A. BEAMAN	VOLLEYBALL REFEREE	216.00
84507	06/14/2011	04508	BETWEEN THE LINES	ADULT SOFTBALL UMPIRE FEES - MW	6,058.00
	06/14/2011	04508	BETWEEN THE LINES	ADULT SOFTBALL UMPIRE FEES - NSP	2,366.00
84508	06/14/2011	01865	DON BOWMAN	VOLLEYBALL ASSIGNMENTS	98.00
84509	06/14/2011	04549	JAN ALICE CAMPBELL	ZUMBA INSTRUCTION - MAY	123.20
84510	06/14/2011	02149	HEIDI CAREY	REIMB FOR MILEAGE 3/8 - 6/6	91.29
84511	06/14/2011	01871	KENNETH COOPER	VOLLEYBALL REFEREE	144.00
84512	06/14/2011	04891	VIRGINIA M DAVIS	PERMANENT EASEMENT	3,500.00
84513	06/14/2011	00420	DOWNTOWNER DETAIL CENTER	VEHICLE CLEANING & DETAILING	160.30
84514	06/14/2011	03619	DRAIN KING INC	PROJ 10-14 SEWER TELEVISIONING	170.00
	06/14/2011	03619	DRAIN KING INC	PROJ 10-14 SEWER TELEVISIONING	170.00
	06/14/2011	03619	DRAIN KING INC	PROJ 10-14 SEWER TELEVISIONING	170.00
84515	06/14/2011	03631	ELK RIVER FORD	2011 FORD CROWN VICTORIA POLICE	22,383.64
	06/14/2011	03631	ELK RIVER FORD	2011 FORD CROWN VICTORIA POLICE	22,383.64
84516	06/14/2011	04867	FOTH INFRASTRUCTURE & ENVIR	PROF SRVS THRU 5/27	9,205.20
84517	06/14/2011	00531	FRA-DOR INC.	STORM SEWER RESTORATION	134.66
84518	06/14/2011	01886	GENERAL SAFETY EQUIPMENT LLC	WHEEL CHOCKS	293.47
84519	06/14/2011	00610	GULDENS ROADHOUSE INC	REFUND CLASS CANCELLED	300.00
84520	06/14/2011	03538	PATRICK JAMES HUBBARD	VOLLEYBALL REFEREE	216.00
84521	06/14/2011	00827	L M C I T	CLAIM DEDUCTIBLE #11076735	2,172.20
	06/14/2011	00827	L M C I T	QTR PREMIUM ADD LIFT STATION	44.00
84522	06/14/2011	01081	M C P A	DEATH INVESTIGATION CONFERENCE	60.00
84523	06/14/2011	02197	MASTERPIECE HOMES INC	ESCROW RELEASE 312 SUMMER PLACE	1,500.85
	06/14/2011	02197	MASTERPIECE HOMES INC	ESCROW RELEASE 310 SUMMER PLACE	1,500.85
84524	06/14/2011	04511	HEATHER MATTSO	CARDIO HIP HOP INSTRUCTION	132.00
84525	06/14/2011	01111	MOTOROLA, INC	800 MHZ RADIOS	29,231.90
	06/14/2011	01111	MOTOROLA, INC	800 MHZ RADIOS	20,467.74
	06/14/2011	01111	MOTOROLA, INC	800 MHZ RADIOS	10,213.68
	06/14/2011	01111	MOTOROLA, INC	800 MHZ RADIOS	5,520.25
84526	06/14/2011	04849	RICHARD NIELSEN	TEXAS HOLD'EM INSTRUCTOR	108.00
84527	06/14/2011	00001	ONE TIME VENDOR	REFUND O'CONNOR UCARE BENEFIT	490.00
84528	06/14/2011	00001	ONE TIME VENDOR	REIMB R BADE DRIVEWAY REPAIR	350.00
84529	06/14/2011	00001	ONE TIME VENDOR	REFUND WIDMER BCBS BENEFIT	160.00
84530	06/14/2011	00001	ONE TIME VENDOR	REFUND BAYNTON HP BENEFIT	120.00
84531	06/14/2011	00001	ONE TIME VENDOR	REFUND SCHOENECKER BCBS BENEFIT	90.75

84532	06/14/2011	00001	ONE TIME VENDOR	REFUND J SCHUH UCARE BENEFIT	80.00
84533	06/14/2011	00001	ONE TIME VENDOR	REFUND SMITH HP BENEFIT	80.00
84534	06/14/2011	00001	ONE TIME VENDOR	REFUND MARKHAM BABYSITTING CLASS	65.00
84535	06/14/2011	00001	ONE TIME VENDOR	REFUND D OSTENSON YOUTH SOFTBALL	65.00
84536	06/14/2011	00001	ONE TIME VENDOR	REFUND G LENS CLASS CANCELLED	52.00
84537	06/14/2011	00001	ONE TIME VENDOR	REFUND RICHARD UCARE/MEMBERSHIP	47.14
84538	06/14/2011	00001	ONE TIME VENDOR	REFUND D HARDEN BCBS BENEFIT	40.00
84539	06/14/2011	00001	ONE TIME VENDOR	REFUND J MEINERS BCBS BENEFIT	40.00
84540	06/14/2011	00001	ONE TIME VENDOR	REFUND J JORLITI MEMBERSHIP	32.14
84541	06/14/2011	00001	ONE TIME VENDOR	REFUND J FOSTER BCBS BENEFIT	20.00
84542	06/14/2011	00001	ONE TIME VENDOR	REFUND R JUDEEN UCARE BENEFIT	20.00
84543	06/14/2011	00001	ONE TIME VENDOR	REFUND M NEWMANN UCARE BENEFIT	15.00
84544	06/14/2011	01863	ROGER PACKER	VOLLEYBALL REFEREE	96.00
84545	06/14/2011	04875	SGC HORIZON LLC	PROJ 11-09 CONSTRUCTION BULLETIN AD	175.00
84546	06/14/2011	01836	CITY OF ST PAUL	HYDRANT & VALVE REPLACEMENTS	15,839.61
	06/14/2011	01836	CITY OF ST PAUL	RECORD MGMT SOFTWARE FEE - JUNE	3,798.00
	06/14/2011	01836	CITY OF ST PAUL	HYDRANT & VALVE REPLACEMENTS	2,704.82
84547	06/14/2011	01565	SWEEPER SERVICES	BRAKE BOOSTER FOR SWEEPER #714	711.55
84548	06/14/2011	01574	T.A. SCHIFSKY & SONS, INC	PROJ 09-04 STILLWATER/TH5 PMT #9	189,509.82
	06/14/2011	01574	T.A. SCHIFSKY & SONS, INC	PROJ 09-15 HILLS & DALES PARTPMT#8	16,486.20
	06/14/2011	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	2,898.16
84549	06/14/2011	04528	SARA M. R. THOMPSON	ZUMBA INSTRUCTION - MAY	152.50
84550	06/14/2011	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEES	614.78
84551	06/14/2011	03753	VEOLIA ENVIRONMENTAL SERVICES	SPRING CLEAN UP 2011	3,854.92
84552	06/14/2011	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - APRIL	250.00
	06/14/2011	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - MAY	250.00
84553	06/14/2011	01764	TOM WESTLING	TENNIS INSTRUCTION - SPRING	337.50

65 Checks in this report.

472,208.30

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

<u>Transmitted</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
5/25/2011	6/6/2011	Optum Health	DCRP & Flex plan payments	2,484.19
6/3/2011	6/6/2011	MN Dept of Natural Resources	DNR electronic licenses	2,269.50
6/3/2011	6/6/2011	MN State Treasurer	Drivers License/Deputy Registrar	25,047.05
6/6/2011	6/7/2011	MN State Treasurer	Drivers License/Deputy Registrar	26,818.00
6/3/2011	6/8/2011	US Bank VISA One Card*	Purchasing card items	33,391.86
6/7/2011	6/8/2011	MN State Treasurer	Drivers License/Deputy Registrar	21,521.99
6/8/2011	6/9/2011	MN State Treasurer	Drivers License/Deputy Registrar	15,000.45
6/8/2011	6/10/2011	ICMA (Vantagepointe)	Deferred Compensation	4,087.76
6/8/2011	6/10/2011	ING - State Plan	Deferred Compensation	27,000.00
6/9/2011	6/10/2011	MN Dept of Natural Resources	DNR electronic licenses	1,091.50
6/9/2011	6/10/2011	MN State Treasurer	Drivers License/Deputy Registrar	14,949.50
TOTAL				<u>173,661.80</u>

*Detailed listing of VISA purchases is attached.

Check Register
City of Maplewood

06/17/2011

Check	Date	Vendor	Description	Amount	
84554	06/21/2011	00157	BARR ENGINEERING CO	PROJ 10-14 PROF SRVS 3/26 - 4/22	2,752.22
84555	06/21/2011	02396	SHANN FINWALL	REIMB FOR MILEAGE & PARKING 4/21-6/8	57.51
84556	06/21/2011	03809	CASIE JACKSON	RED CROSS BABYSITTING CLASS	120.00
84557	06/21/2011	01202	NYSTROM PUBLISHING CO INC	POSTAGE JUNE MAPLEWOOD MONTHLY	3,337.22
84558	06/21/2011	01337	RAMSEY COUNTY-PROP REC & REV	BANQUET ROOM PLANTS	685.07
84559	06/21/2011	01337	RAMSEY COUNTY-PROP REC & REV	PROJ 02-07 ABSTRACT RECORDING FEE	92.00
84560	06/21/2011	01409	S.E.H.	BID DOCUMENTS-SOLAR LEGACY GRANT	300.00
84561	06/21/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	1,372.27
84562	06/21/2011	03486	BUBERL BLACK DIRT INC	BLACK DIRT FOR PARKS	218.03
84563	06/21/2011	04892	C. M. HARRINGTON & ASSOCIATES	PROJ 09-13 CONSULTING FEES	700.00
84564	06/21/2011	00242	CWH RESEARCH, INC.	LAW ENFORCEMENT TEST/SCORING	3,227.10
84565	06/21/2011	03631	ELK RIVER FORD	2011 FORD CROWN VICTORIA POLICE	22,383.64
	06/21/2011	03631	ELK RIVER FORD	2011 FORD CROWN VICTORIA POLICE	22,383.64
84566	06/21/2011	04572	ETTEL & FRANZ	REPAIR WORK ON SEALING MCC	3,396.00
84567	06/21/2011	02596	FEED PRODUCTS & SERVICE CO	REFUND ESCROW BALANCE PROJ 10-04	998.29
84568	06/21/2011	00554	GATEWAY CYCLE	BIKE FOR PRIZE - GO EVENT	267.19
84569	06/21/2011	04846	HEALTHEAST	MEDICAL SUPPLIES	1,413.78
84570	06/21/2011	00615	HLB TAUTGES REDPATH, LTD	2010 AUDIT	28,321.25
84571	06/21/2011	04098	NICHOLAS KREKELER	REIMB FOR WATER FOR RESERVES 6/6	22.96
84572	06/21/2011	00986	METROPOLITAN COUNCIL	MONTHLY SAC - MAY	2,207.70
84573	06/21/2011	04318	MILLER EXCAVATING, INC.	PROJ 08-10 CARSGROVE FINAL PMT	22,494.10
84574	06/21/2011	00001	ONE TIME VENDOR	CHARITABLE GAMBLING-MW MALL	227.34
84575	06/21/2011	00001	ONE TIME VENDOR	REFUND J ROY DAY CAMP	210.00
84576	06/21/2011	00001	ONE TIME VENDOR	REFUND C EMANUEL BCBS BENEFIT	80.00
84577	06/21/2011	00001	ONE TIME VENDOR	REFUND MOUNDS PARK ACADEMY- CPR	60.00
84578	06/21/2011	00001	ONE TIME VENDOR	REFUND GEVING BCBS BENEFIT	60.00
84579	06/21/2011	00001	ONE TIME VENDOR	REIMB J EWALD - FLOWERS AT PARK	59.90
84580	06/21/2011	00001	ONE TIME VENDOR	REFUND S DICKHAUSEN BC BENEFIT	20.00
84581	06/21/2011	01836	CITY OF ST PAUL	RADIO SHOP SERVICES -- MAY	503.75
84582	06/21/2011	04207	STRYKER SALES CORP.	POWER PRO AMBULANCE COTS	41,994.64
	06/21/2011	04207	STRYKER SALES CORP.	STAIR PRO AMBULANCE COTS	2,415.57
84583	06/21/2011	01574	T.A. SCHIFSKY & SONS, INC	PROJ 10-14 WESTERN HILLS PARTPMT#1	630,279.20
84584	06/21/2011	01649	TRI-STATE BOBCAT, INC.	SOIL COMPACTOR WACKER BS-50	2,671.88
				<u>795,332.25</u>	

31 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

<u>Transmitted</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
6/8/2011	6/13/2011	P.E.R.A.	P.E.R.A.	89,150.40
6/8/2011	6/13/2011	U.S. Treasurer	Federal Payroll Tax	97,743.00
6/10/2011	6/13/2011	MN State Treasurer	Drivers License/Deputy Registrar	12,942.75
6/8/2011	6/14/2011	Labor Unions	Union Dues	1,843.00
6/8/2011	6/14/2011	MidAmerica - ING	HRA Flex plan	13,285.04
6/8/2011	6/14/2011	MN State Treasurer	State Payroll Tax	21,286.96
6/13/2011	6/14/2011	MN State Treasurer	Drivers License/Deputy Registrar	27,346.66
6/14/2011	6/15/2011	MN State Treasurer	Drivers License/Deputy Registrar	19,901.60
6/14/2011	6/15/2011	VANCO	Billing fee	97.50
6/15/2011	6/16/2011	MN State Treasurer	Drivers License/Deputy Registrar	14,772.32
6/8/2011	6/17/2011	Optum Health	DCRP & Flex plan payments	5,394.81
6/16/2011	6/17/2011	MN Dept of Natural Resources	DNR electronic licenses	1,374.00
6/16/2011	6/17/2011	MN Dept of Revenue	Sales Tax	7,342.00
6/16/2011	6/17/2011	MN State Treasurer	Drivers License/Deputy Registrar	15,121.42
TOTAL				<u>327,601.46</u>

CITY OF MAPLEWOOD
EMPLOYEE GROSS EARNINGS REPORT
FOR THE CURRENT PAY PERIOD

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	06/10/11	JUENEMANN, KATHLEEN	416.42
	06/10/11	KOPPEN, MARVIN	416.42
	06/10/11	LLANAS, JAMES	416.42
	06/10/11	NEPHEW, JOHN	416.42
	06/10/11	ROSSBACH, WILLIAM	473.15
	06/10/11	STRAUTMANIS, MARIS	142.00
	06/10/11	AHL, R. CHARLES	5,358.72
	06/10/11	ANTONEN, JAMES	5,800.00
	06/10/11	BURLINGAME, SARAH	1,954.40
	06/10/11	KANTRUD, HUGH	184.62
	06/10/11	CHRISTENSON, SCOTT	2,126.12
	06/10/11	FARR, LARRY	2,885.65
	06/10/11	JAHN, DAVID	1,885.11
	06/10/11	KARIS, DYLAN	761.75
	06/10/11	HENNING, KARISSA	92.30
	06/10/11	RAMEAUX, THERESE	3,416.86
	06/10/11	BAUMAN, GAYLE	4,429.85
	06/10/11	FORMANEK, KAREN	1,595.79
	06/10/11	ANDERSON, CAROLE	1,497.48
	06/10/11	DEBILZAN, JUDY	1,260.45
	06/10/11	JACKSON, MARY	2,142.97
	06/10/11	KELSEY, CONNIE	2,569.23
	06/10/11	RUEB, JOSEPH	2,493.80
	06/10/11	CAREY, HEIDI	2,005.19
	06/10/11	GUILFOILE, KAREN	4,376.43
	06/10/11	KROLL, LISA	1,805.09
	06/10/11	NEPHEW, MICHELLE	1,620.25
	06/10/11	SCHMIDT, DEBORAH	2,719.20
	06/10/11	SPANGLER, EDNA	838.03
	06/10/11	CORTESI, LUANNE	1,106.42
	06/10/11	LARSON, MICHELLE	1,758.15
	06/10/11	MECHELKE, SHERRIE	1,107.69
	06/10/11	MOY, PAMELA	1,197.69
	06/10/11	OSTER, ANDREA	1,886.77
	06/10/11	RICHTER, CHARLENE	970.59
	06/10/11	SCHOENECKER, LEIGH	1,207.39
	06/10/11	WEAVER, KRISTINE	2,288.55
	06/10/11	CORCORAN, THERESA	1,882.15
	06/10/11	KVAM, DAVID	4,188.29
	06/10/11	PALANK, MARY	1,886.77
	06/10/11	POWELL, PHILIP	2,903.66
	06/10/11	SVENDSEN, JOANNE	2,081.79
	06/10/11	THOMALLA, DAVID	4,936.26
	06/10/11	YOUNG, TAMELA	1,882.16
	06/10/11	ABEL, CLINT	3,001.43
	06/10/11	ALDRIDGE, MARK	3,776.78
	06/10/11	BAKKE, LONN	4,521.17
	06/10/11	BARTZ, PAUL	3,802.33
	06/10/11	BELDE, STANLEY	3,135.93
	06/10/11	BENJAMIN, MARKESE	2,712.40
	06/10/11	BIERDEMAN, BRIAN	3,542.14
	06/10/11	BOHL, JOHN	3,141.42
	06/10/11	BUSACK, DANIEL	4,757.97
	06/10/11	COFFEY, KEVIN	3,489.70

06/10/11	CROTTY, KERRY	3,575.20
06/10/11	DEMULLING, JOSEPH	2,724.94
06/10/11	DOBLAR, RICHARD	4,002.65
06/10/11	DUGAS, MICHAEL	4,511.13
06/10/11	ERICKSON, VIRGINIA	3,112.67
06/10/11	FLOR, TIMOTHY	3,574.41
06/10/11	FORSYTHE, MARCUS	2,244.83
06/10/11	FRASER, JOHN	3,282.47
06/10/11	FRITZE, DEREK	3,004.55
06/10/11	GABRIEL, ANTHONY	3,349.96
06/10/11	HAWKINSON JR, TIMOTHY	2,926.41
06/10/11	HER, PHENG	2,468.06
06/10/11	HIEBERT, STEVEN	3,390.38
06/10/11	JOHNSON, KEVIN	4,606.00
06/10/11	KALKA, THOMAS	913.08
06/10/11	KONG, TOMMY	2,921.60
06/10/11	KREKELER, NICHOLAS	842.40
06/10/11	KROLL, BRETT	2,921.60
06/10/11	LANGNER, SCOTT	3,293.35
06/10/11	LANGNER, TODD	2,785.00
06/10/11	LU, JOHNNIE	3,647.02
06/10/11	LYNCH, KATHERINE	1,895.18
06/10/11	MARINO, JASON	3,013.55
06/10/11	MARTIN, JERROLD	3,001.43
06/10/11	MCCARTY, GLEN	3,377.72
06/10/11	METRY, ALESIA	3,026.48
06/10/11	NYE, MICHAEL	3,125.35
06/10/11	OLSON, JULIE	2,903.01
06/10/11	PARKER, JAMES	2,028.06
06/10/11	REZNY, BRADLEY	3,194.87
06/10/11	RHUDE, MATTHEW	3,071.93
06/10/11	SHORTREED, MICHAEL	4,060.51
06/10/11	STEINER, JOSEPH	2,862.04
06/10/11	SYPNIEWSKI, WILLIAM	2,785.00
06/10/11	SZCZEPANSKI, THOMAS	3,135.93
06/10/11	TAUZELL, BRIAN	2,468.06
06/10/11	THEISEN, PAUL	3,389.30
06/10/11	THIENES, PAUL	4,503.79
06/10/11	TRAN, JOSEPH	2,511.99
06/10/11	WENZEL, JAY	3,057.25
06/10/11	XIONG, KAO	2,882.45
06/10/11	ACOSTA, MARK	204.00
06/10/11	ARKSEY, CHARLES	216.00
06/10/11	BAHL, DAVID	336.00
06/10/11	BASSETT, BRENT	288.00
06/10/11	BAUMAN, ANDREW	2,860.90
06/10/11	BOURQUIN, RON	448.00
06/10/11	BRADBURY, RYAN	222.00
06/10/11	BRESIN, ROBERT	60.00
06/10/11	CAPISTRANT, JACOB	582.00
06/10/11	CAPISTRANT, JOHN	618.00
06/10/11	CRAWFORD, RAYMOND	483.00
06/10/11	DAWSON, RICHARD	2,924.74
06/10/11	DIERICH, REBECCA	78.00
06/10/11	EVERSON, PAUL	3,576.19
06/10/11	FASULO, WALTER	900.00
06/10/11	FOSSUM, ANDREW	3,112.67
06/10/11	HALE, JOSEPH	238.00
06/10/11	HALWEG, JODI	2,924.74
06/10/11	HEFFERNAN, PATRICK	322.00
06/10/11	HENDRICKSON, NICHOLAS	2,705.58
06/10/11	HUTCHINSON, JAMES	364.00
06/10/11	JOHNSON, JAMES	815.50
06/10/11	JONES, JONATHAN	348.00

06/10/11	KANE, ROBERT	378.00
06/10/11	KARRAS, JAMIE	525.00
06/10/11	KERSKA, JOSEPH	407.00
06/10/11	KONDER, RONALD	483.00
06/10/11	KUBAT, ERIC	2,439.15
06/10/11	LINDER, TIMOTHY	2,663.01
06/10/11	LOCHEN, MICHAEL	600.00
06/10/11	MELLEN, CHRISTOPHER	195.00
06/10/11	MILLER, NICHOLAS	312.00
06/10/11	MONDOR, MICHAEL	3,089.18
06/10/11	MONSON, PETER	144.00
06/10/11	MORGAN, JEFFERY	390.00
06/10/11	NOVAK, JEROME	2,924.74
06/10/11	NOWICKI, PAUL	48.00
06/10/11	OLSON, JAMES	3,112.67
06/10/11	OPHEIM, JOHN	518.00
06/10/11	PACHECO, ALPHONSE	270.00
06/10/11	PETERSON, MARK	455.00
06/10/11	PETERSON, ROBERT	3,092.09
06/10/11	PLACE, ANDREA	2,847.06
06/10/11	POWERS, KENNETH	300.00
06/10/11	RAINEY, JAMES	465.00
06/10/11	RAVENWALD, CORINNE	66.00
06/10/11	REYNOSO, ANGEL	456.00
06/10/11	RICE, CHRISTOPHER	480.00
06/10/11	RODRIGUEZ, ROBERTO	24.00
06/10/11	SCHULTZ, JEROME	192.00
06/10/11	SEDLACEK, JEFFREY	2,924.74
06/10/11	STREFF, MICHAEL	3,112.67
06/10/11	SVENDSEN, RONALD	3,123.82
06/10/11	WHITE, JOEL	465.00
06/10/11	GERVAIS-JR, CLARENCE	3,867.86
06/10/11	LUKIN, STEVEN	4,475.33
06/10/11	ZWIEG, SUSAN	2,234.17
06/10/11	KNUTSON, LOIS	1,996.55
06/10/11	NIVEN, AMY	1,411.62
06/10/11	PRIEFER, WILLIAM	2,713.17
06/10/11	BRINK, TROY	2,288.55
06/10/11	BUCKLEY, BRENT	2,376.83
06/10/11	DEBILZAN, THOMAS	2,125.35
06/10/11	EDGE, DOUGLAS	2,208.16
06/10/11	HAMRE, MILES	1,296.00
06/10/11	JONES, DONALD	3,070.99
06/10/11	MEISSNER, BRENT	1,840.55
06/10/11	NAGEL, BRYAN	3,408.40
06/10/11	OSWALD, ERICK	2,355.97
06/10/11	RUNNING, ROBERT	2,333.35
06/10/11	SETNES, SAMUEL	1,120.00
06/10/11	TEVLIN, TODD	2,125.35
06/10/11	BURLINGAME, NATHAN	2,025.21
06/10/11	DUCHARME, JOHN	2,713.98
06/10/11	ENGSTROM, ANDREW	2,459.76
06/10/11	JACOBSON, SCOTT	2,413.63
06/10/11	JAROSCH, JONATHAN	2,839.97
06/10/11	KREGER, JASON	2,870.80
06/10/11	KUMMER, STEVEN	3,200.71
06/10/11	LINDBLOM, RANDAL	2,713.97
06/10/11	LOVE, STEVEN	3,281.19
06/10/11	THOMPSON, MICHAEL	4,228.24
06/10/11	ZIEMAN, SCOTT	532.50
06/10/11	KONEWKO, DUWAYNE	4,590.46
06/10/11	EDSON, DAVID	2,171.67
06/10/11	GUNDERSON, ANDREW	936.00
06/10/11	HINNENKAMP, GARY	2,136.30

06/10/11	MARUSKA, MARK	3,183.11
06/10/11	NAUGHTON, JOHN	2,125.35
06/10/11	NAUGHTON, TYLER	792.00
06/10/11	NORDQUIST, RICHARD	2,127.66
06/10/11	SCHINDELDECKER, JAMES	2,129.97
06/10/11	BIESANZ, OAKLEY	1,702.51
06/10/11	DEAVER, CHARLES	602.23
06/10/11	GERNES, CAROLE	464.64
06/10/11	HAYMAN, JANET	1,268.31
06/10/11	HUTCHINSON, ANN	2,622.80
06/10/11	SOUTTER, CHRISTINE	401.64
06/10/11	WACHAL, KAREN	833.89
06/10/11	GAYNOR, VIRGINIA	3,211.95
06/10/11	OLSON, ERICA	1,181.75
06/10/11	SINDT, ANDREA	2,013.80
06/10/11	THOMPSON, DEBRA	821.71
06/10/11	EKSTRAND, THOMAS	3,800.52
06/10/11	FINWALL, SHANN	3,202.15
06/10/11	MARTIN, MICHAEL	2,606.15
06/10/11	BRASH, JASON	2,259.75
06/10/11	CARVER, NICHOLAS	3,211.95
06/10/11	FISHER, DAVID	3,778.99
06/10/11	SWAN, DAVID	2,738.95
06/10/11	WELLENS, MOLLY	1,726.01
06/10/11	ALLEN, KATELYN	70.00
06/10/11	BERGER, STEPHANIE	323.00
06/10/11	JANASZAK, MEGHAN	655.75
06/10/11	KOHLMAN, JENNIFER	175.75
06/10/11	ROBBINS, AUDRA	2,847.74
06/10/11	ROBBINS, CAMDEN	15.50
06/10/11	SCHALLER, SCOTT	220.38
06/10/11	TAYLOR, JAMES	2,466.23
06/10/11	THOMFORDE, FAITH	1,533.00
06/10/11	ADAMS, DAVID	1,946.04
06/10/11	GERMAIN, DAVID	2,134.59
06/10/11	HAAG, MARK	2,288.56
06/10/11	KLOOZ, AUSTIN	920.00
06/10/11	SCHULTZ, SCOTT	2,914.49
06/10/11	ANZALDI, MANDY	1,262.24
06/10/11	BRENEMAN, NEIL	1,527.70
06/10/11	CRAWFORD - JR, RAYMOND	450.49
06/10/11	EVANS, CHRISTINE	1,365.20
06/10/11	GLASS, JEAN	2,103.67
06/10/11	HANSEN, LORI	3,057.86
06/10/11	HER, PETER	509.45
06/10/11	HOFMEISTER, MARY	940.06
06/10/11	HOFMEISTER, TIMOTHY	448.38
06/10/11	KULHANEK-DIONNE, ANN	451.26
06/10/11	OLSON, SANDRA	28.00
06/10/11	PELOQUIN, PENNYE	582.52
06/10/11	PENN, CHRISTINE	2,199.26
06/10/11	SHERRILL, CAITLIN	658.41
06/10/11	STARK, SUE	164.19
06/10/11	VANG, KAY	257.63
06/10/11	VUE, LOR PAO	235.88
06/10/11	ZIELINSKI, JUDY	127.05
06/10/11	ANDERSON, ALYSSA	9.69
06/10/11	ANDERSON, JOSHUA	122.10
06/10/11	ANDERSON, JUSTIN	233.20
06/10/11	ANDERSON, MAXWELL	323.60
06/10/11	BAUDE, SARAH	36.50
06/10/11	BEITLER, JULIE	55.65
06/10/11	BRENEMAN, SEAN	133.55
06/10/11	BRUSOE, AMY	136.38

06/10/11	BRUSOE, CRISTINA	80.43
06/10/11	BUCKLEY, BRITTANY	227.05
06/10/11	BUTLER, ANGELA	34.00
06/10/11	CAMPBELL, JESSICA	1,508.76
06/10/11	CRANDALL, KRISTA	100.21
06/10/11	DEMPSEY, BETH	176.75
06/10/11	DUNN, RYAN	1,120.75
06/10/11	EKSTRAND, DANIEL	119.36
06/10/11	ERICKSON-CLARK, CAROL	49.00
06/10/11	FLACKEY, MAUREEN	46.50
06/10/11	FONTAINE, KIM	430.00
06/10/11	GIPPLE, TRISHA	132.31
06/10/11	GRAY, MEGAN	89.52
06/10/11	GRUENHAGEN, LINDA	432.80
06/10/11	HAGSTROM, EMILY	65.33
06/10/11	HEINRICH, SHEILA	509.50
06/10/11	HOLMBERG, LADONNA	596.50
06/10/11	HORWATH, RONALD	2,589.01
06/10/11	JOHNSON, BARBARA	137.08
06/10/11	JOHNSON, JAMES	8.00
06/10/11	JOYER, JENNA	166.05
06/10/11	KOHLER, ROCHELLE	36.00
06/10/11	KOLLER, NINA	250.06
06/10/11	KRONHOLM, KATHRYN	792.45
06/10/11	LAMEYER, ZACHARY	8.05
06/10/11	LAMSON, ELIANA	18.00
06/10/11	MCCANN, NATALIE	57.00
06/10/11	MCCORMACK, MELISSA	33.08
06/10/11	METCALF, JOLENE	26.00
06/10/11	NADEAU, KELLY	126.02
06/10/11	PEHOSKI, JOEL	39.00
06/10/11	PROESCH, ANDY	708.24
06/10/11	RENFORD, NICHOLAS	36.25
06/10/11	RICHTER, DANIEL	56.70
06/10/11	RONNING, ISAIAH	66.20
06/10/11	RONNING, ZACCEUS	45.63
06/10/11	SCHREIER, ROSEMARIE	92.50
06/10/11	SCHREINER, MARK	37.20
06/10/11	SCHREINER, MICHELLE	67.60
06/10/11	SCHUNEMAN, GREGORY	127.06
06/10/11	SJERVEN, BRENDA	54.00
06/10/11	SKUNES, KELLY	72.15
06/10/11	SMITH, ANN	101.50
06/10/11	SMITLEY, SHARON	233.10
06/10/11	TAYLOR, JASON	88.06
06/10/11	TREPANIER, TODD	432.00
06/10/11	TRUE, ANDREW	184.70
06/10/11	TUPY, HEIDE	91.60
06/10/11	TUPY, MARCUS	213.75
06/10/11	WARNER, CAROLYN	316.80
06/10/11	WEDES, CARYL	74.25
06/10/11	WEEVER, NAOMI	87.00
06/10/11	WILLIAMS, KRISTINE	101.63
06/10/11	WOLFGRAM, TERESA	127.00
06/10/11	BOSLEY, CAROL	178.20
06/10/11	DANIEL, BREANNA	234.38
06/10/11	HITE, ANDREA	99.00
06/10/11	LANGER, KAYLYN	38.00
06/10/11	ZAGER, LINNEA	262.00
06/10/11	BEHAN, JAMES	1,918.06
06/10/11	COLEMAN, PATRICK	120.00
06/10/11	DOUGLASS, TOM	1,320.90
06/10/11	FULFORD, ZAHKIYA	101.50
06/10/11	JOHNSON, JUSTIN	108.75

	06/10/11	LONETTI, JAMES	420.00
	06/10/11	MALONEY, SHAUNA	198.75
	06/10/11	PRINS, KELLY	1,255.63
	06/10/11	REILLY, MICHAEL	1,915.75
	06/10/11	SCHULZE, KEVIN	798.00
	06/10/11	THOMPSON, BENJAMIN	261.00
	06/10/11	VANG, PETER	166.75
	06/10/11	XIONG, NAO	215.69
	06/10/11	AICHELE, CRAIG	2,196.23
	06/10/11	PRIEM, STEVEN	2,390.15
	06/10/11	WOEHRLE, MATTHEW	2,178.95
	06/10/11	BERGO, CHAD	2,651.63
	06/10/11	FOWLDS, MYCHAL	3,669.86
	06/10/11	FRANZEN, NICHOLAS	2,509.90
9984331	06/10/11	HILL, ANTHONY	57.50
9984332	06/10/11	HERLUND, RICK	300.00
9984333	06/10/11	MELLEN, RICHARD	189.00
9984334	06/10/11	HELMER, JACOB	720.00
9984335	06/10/11	BETHEL III, CHARLES	31.88
9984336	06/10/11	FISCHBACH, ALYSSA	101.50
9984337	06/10/11	MUELLNER, CHADD	202.50
9984338	06/10/11	VUKICH, CANDACE	16.31
9984339	06/10/11	DIONNE, DANIELLE	13.95
9984340	06/10/11	FLUEGEL, LARISSA	159.89
9984341	06/10/11	MCLAURIN, CHRISTOPHER	295.60
9984342	06/10/11	MCMAHON, MICHAEL	22.05
9984343	06/10/11	NORTHOUSE, KATHERINE	29.06
9984344	06/10/11	ROSTRON, ROBERT	362.85
9984345	06/10/11	SCHMIDT, EMILY	6.38
9984346	06/10/11	WEINHAGEN, SHELBY	244.81
9984347	06/10/11	PENN, CAYLA	94.50
9984348	06/10/11	STEFFEN, MICHAEL	65.25
			517,429.71

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
05/20/2011	05/23/2011	CUB FOODS, INC.	\$20.48	MANDY ANZALDI
05/20/2011	05/23/2011	JOES SPORTING GOODS	\$107.11	PAUL BARTZ
05/20/2011	05/23/2011	DAVIS LOCK & SAFE	\$53.44	JIM BEHAN
05/21/2011	05/23/2011	CONTINENTAL RESEARCH	\$1,773.41	JIM BEHAN
05/24/2011	05/25/2011	TRI DIM FILTER CORP	\$629.00	JIM BEHAN
06/01/2011	06/03/2011	METROPOLITAN MECHANICAL C	\$442.50	JIM BEHAN
06/02/2011	06/03/2011	STATE SUPPLY	(\$975.89)	JIM BEHAN
06/02/2011	06/03/2011	UPS*0000939F9404232011	\$86.25	JIM BEHAN
05/19/2011	05/23/2011	COPS PLUS, INC	\$125.89	BRIAN BIERDEMAN
05/21/2011	05/23/2011	THE HOME DEPOT 2801	(\$7.47)	OAKLEY BIESANZ
06/01/2011	06/02/2011	USPS 26833800033400730	\$12.89	OAKLEY BIESANZ
05/24/2011	05/25/2011	J&R SOUND/MAILORDER	\$39.22	NEIL BRENEMAN
05/26/2011	05/27/2011	HELMETS R US	\$88.40	NEIL BRENEMAN
06/02/2011	06/03/2011	MENARDS 3059	\$8.53	TROY BRINK
05/23/2011	05/25/2011	TGI FRIDAY'S #0472	\$112.22	SARAH BURLINGAME
05/31/2011	06/01/2011	USPS 26834500133401316	\$42.05	SARAH BURLINGAME
06/01/2011	06/02/2011	GE CAPITAL	\$43.92	SARAH BURLINGAME
06/02/2011	06/02/2011	WEDDINGPAGES INC	\$128.00	HEIDI CAREY
05/26/2011	05/30/2011	THE HOME DEPOT 2801	\$27.27	SCOTT CHRISTENSON
05/26/2011	05/30/2011	THE HOME DEPOT 2801	\$36.17	SCOTT CHRISTENSON
05/31/2011	06/01/2011	VIKING ELEC-CREDIT DEPT.	\$217.58	SCOTT CHRISTENSON
06/01/2011	06/03/2011	SPORTS AUTHORI00007112	\$50.00	KEVIN COFFEY
05/21/2011	05/23/2011	MENARDS 3022	\$3.50	CHARLES DEEVER
05/26/2011	05/30/2011	RYCO SUPPLY COMPANY	\$284.13	CHARLES DEEVER
05/26/2011	05/30/2011	RYCO SUPPLY COMPANY	\$68.85	CHARLES DEEVER
06/01/2011	06/02/2011	MENARDS 3022	\$5.87	CHARLES DEEVER
06/01/2011	06/03/2011	RYCO SUPPLY COMPANY	\$28.33	CHARLES DEEVER
05/21/2011	05/23/2011	SAFELITE AUTOGLASS	\$217.90	RICHARD DOBLAR
05/25/2011	05/26/2011	UNITED RENTALS	\$74.97	DOUG EDGE
06/01/2011	06/02/2011	MENARDS 3059	\$31.82	DOUG EDGE
06/02/2011	06/03/2011	BROCK WHITE ST PAUL 180	\$111.82	DOUG EDGE
05/20/2011	05/23/2011	MENARDS 3059	\$70.15	DAVE EDSON
05/24/2011	05/25/2011	OVERHEAD DOOR COMP	\$532.58	LARRY FARR
05/24/2011	05/26/2011	THE HOME DEPOT 2801	(\$7.33)	LARRY FARR
05/24/2011	05/26/2011	ST PAUL LINOLEUM & CARPET	\$495.00	LARRY FARR
05/24/2011	05/26/2011	THE HOME DEPOT 2801	\$99.57	LARRY FARR
05/24/2011	05/26/2011	THE HOME DEPOT 2801	\$74.96	LARRY FARR
05/30/2011	05/31/2011	MENARDS 3022	\$170.78	LARRY FARR
05/20/2011	05/23/2011	TARGET 00021352	\$22.32	SHANN FINWALL
05/20/2011	05/23/2011	OFFICE DEPOT #1090	\$54.23	KAREN FORMANEK
05/21/2011	05/23/2011	CURTIS 1000 INC.	\$50.37	KAREN FORMANEK
06/02/2011	06/03/2011	CURTIS 1000 INC.	\$49.86	KAREN FORMANEK
05/22/2011	05/23/2011	COMCAST CABLE COMM	\$54.00	MYCHAL FOWLDS
05/24/2011	05/25/2011	QWESTCOMM*TN651	\$75.95	MYCHAL FOWLDS
05/26/2011	05/30/2011	CUSTOMER SUPT CENTER	\$898.82	MYCHAL FOWLDS
05/27/2011	05/30/2011	TOSHIBA BUSINESS SOLUTION	\$478.17	MYCHAL FOWLDS
05/27/2011	05/30/2011	TOSHIBA BUSINESS SOLUTION	\$922.46	MYCHAL FOWLDS
05/27/2011	05/30/2011	TOSHIBA BUSINESS SOLUTION	\$637.35	MYCHAL FOWLDS
05/24/2011	05/25/2011	CDW GOVERNMENT	\$69.82	NICK FRANZEN
05/25/2011	05/26/2011	SYX*TIGERDIRECT.COM	\$26.97	NICK FRANZEN
05/25/2011	05/26/2011	IDU*PUBLIC SECTOR	\$13.20	NICK FRANZEN
06/02/2011	06/03/2011	BESTBUY.COM 00009944	\$192.80	NICK FRANZEN
05/19/2011	05/23/2011	THE HOME DEPOT 2801	\$15.91	MILES HAMRE
05/19/2011	05/23/2011	THE HOME DEPOT 2801	\$51.90	MILES HAMRE
05/25/2011	05/27/2011	FORESTRY SUPPLIERS	\$119.97	MILES HAMRE
05/26/2011	05/30/2011	THE HOME DEPOT 2801	\$8.55	MILES HAMRE
05/26/2011	05/30/2011	UNIFORMS UNLIMITED INC	\$36.87	PHENG HER
05/21/2011	05/23/2011	JOANN ETC #1970	\$95.69	RON HORWATH
05/21/2011	05/23/2011	MICHAELS #2744	\$83.51	RON HORWATH
05/26/2011	05/27/2011	INSTANTWHIP FOODS, INC	\$501.99	RON HORWATH

05/26/2011	05/30/2011	AMERICAN RED CROSS TWIN C	\$102.00	RON HORWATH
05/31/2011	06/01/2011	ARAMARK MINNEAPOLIS OCS	\$1,009.43	RON HORWATH
05/31/2011	06/02/2011	JOANN ETC #1970	(\$21.83)	RON HORWATH
06/02/2011	06/02/2011	CONNEY SAFETY	\$239.92	RON HORWATH
05/19/2011	05/23/2011	METRO SALES INC	\$199.30	ANN E HUTCHINSON
05/20/2011	05/23/2011	TARGET 00011858	\$33.14	DAVID JAHN
05/20/2011	05/23/2011	BLUE RIBBON BAIT & TACKLE	\$101.77	KEVIN JOHNSON
06/02/2011	06/03/2011	CUB FOODS, INC.	\$108.34	KEVIN JOHNSON
05/26/2011	05/30/2011	UNIFORMS UNLIMITED INC	\$17.63	TOMMY KONG
05/19/2011	05/23/2011	PAPER PLUS-ROS00108803	\$863.83	LISA KROLL
05/19/2011	05/23/2011	PAPER PLUS-ROS00108803	\$421.13	LISA KROLL
05/19/2011	05/23/2011	PAPER PLUS-ROS00108803	\$200.54	LISA KROLL
05/20/2011	05/24/2011	HEALTHEAST TRANSPORTATN	\$1,584.14	DAVID KVAM
05/21/2011	05/23/2011	COMCAST CABLE COMM	\$59.95	DAVID KVAM
05/27/2011	05/30/2011	MAACO COLLISION REPAIR	\$907.17	DAVID KVAM
05/27/2011	05/30/2011	THE GRAFIX SHOPPE	\$289.63	DAVID KVAM
06/01/2011	06/02/2011	DON'S PAINT & COLLISION	\$910.27	DAVID KVAM
05/22/2011	05/23/2011	ATTM*878423931 NBI	\$115.84	STEVE LUKIN
05/22/2011	05/23/2011	EMERGENCY APPARATUS MAINT	\$727.02	STEVE LUKIN
05/23/2011	05/24/2011	AMERICAN FLAGPOLE & FLAG	\$562.38	STEVE LUKIN
05/24/2011	05/26/2011	METRO SALES INC	\$289.18	STEVE LUKIN
05/24/2011	05/26/2011	NEEDELS SUPPLY INC.	\$38.91	STEVE LUKIN
05/26/2011	05/27/2011	METRO FIRE	\$892.33	STEVE LUKIN
05/26/2011	05/27/2011	EMERGENCY AUTOMOTIVE	\$280.00	STEVE LUKIN
05/27/2011	05/30/2011	METRO FIRE	\$702.54	STEVE LUKIN
05/28/2011	05/30/2011	JAKE'S CITY GRILLE - M	\$64.40	STEVE LUKIN
05/30/2011	05/31/2011	WAL-MART	\$86.58	STEVE LUKIN
05/31/2011	06/01/2011	ADVANCED GRAPHIX INC	\$51.04	STEVE LUKIN
05/31/2011	06/02/2011	ASPEN MILLS INC.	\$34.50	STEVE LUKIN
05/31/2011	06/02/2011	ASPEN MILLS INC.	\$114.95	STEVE LUKIN
05/20/2011	05/23/2011	AUTO PLUS NO ST PAUL	\$82.70	MARK MARUSKA
05/25/2011	05/26/2011	HENRIKSEN ACE HARDWARE	\$71.68	MARK MARUSKA
05/25/2011	05/26/2011	LTG POWER EQUIPMENT	\$65.39	MARK MARUSKA
05/26/2011	05/27/2011	JOHN DEERE LANDSCAPES530	\$23.57	MARK MARUSKA
05/27/2011	05/30/2011	TESSMAN COMPANY SAINT PAU	\$165.66	MARK MARUSKA
05/27/2011	05/30/2011	NORTHERN TOOL EQUIP-MN	\$21.40	MARK MARUSKA
06/01/2011	06/02/2011	HENRIKSEN ACE HARDWARE	\$182.07	MARK MARUSKA
05/20/2011	05/23/2011	OFFICE MAX	\$10.90	MICHAEL MONDOR
05/23/2011	05/24/2011	BECKER FIRE AND SAFETY SV	\$67.90	MICHAEL MONDOR
05/24/2011	05/25/2011	BOUND TREE MEDICAL LLC	\$1,118.00	MICHAEL MONDOR
05/24/2011	05/25/2011	BOUND TREE MEDICAL LLC	\$234.30	MICHAEL MONDOR
05/24/2011	05/25/2011	BOUND TREE MEDICAL LLC	\$92.68	MICHAEL MONDOR
05/27/2011	05/30/2011	THE HOME DEPOT 2801	\$6.30	MICHAEL MONDOR
05/27/2011	05/30/2011	MENARDS 3059	\$10.38	MICHAEL MONDOR
06/01/2011	06/03/2011	THE HOME DEPOT 2801	\$13.72	MICHAEL MONDOR
05/23/2011	05/24/2011	PAKOR INC	\$20.80	SHELLY NEPHEW
05/19/2011	05/23/2011	OFFICE DEPOT #1090	\$110.20	AMY NIVEN
05/21/2011	05/23/2011	TARGET 00011858	\$33.18	CHRISTINE PENN
05/25/2011	05/26/2011	HENRIKSEN ACE HARDWARE	\$7.48	ROBERT PETERSON
05/25/2011	05/27/2011	THE HOME DEPOT 2801	\$51.24	ROBERT PETERSON
05/24/2011	05/25/2011	HENRIKSEN ACE HARDWARE	\$5.12	PHILIP F POWELL
05/20/2011	05/23/2011	VALLEY LETTERING	\$182.11	WILLIAM J PRIEFER
05/20/2011	05/23/2011	AUTO PLUS NO ST PAUL	\$6.93	STEVEN PRIEM
05/23/2011	05/24/2011	HENRIKSEN ACE HARDWARE	\$14.10	STEVEN PRIEM
05/24/2011	05/25/2011	FACTORY MOTOR PARTS #19	\$168.14	STEVEN PRIEM
05/24/2011	05/26/2011	ZARNOTH BRUSH WORKS	\$238.97	STEVEN PRIEM
05/25/2011	05/26/2011	TRI-STATE BOBCAT INC.	\$103.71	STEVEN PRIEM
05/25/2011	05/26/2011	FACTORY MTR PTS #1	\$78.77	STEVEN PRIEM
05/25/2011	05/26/2011	AUTO PLUS NO ST PAUL	\$52.17	STEVEN PRIEM
05/25/2011	05/26/2011	SAFELITE AUTOGLASS	\$220.89	STEVEN PRIEM
05/25/2011	05/26/2011	BAUER BUILT TIRE 18	\$355.97	STEVEN PRIEM

05/25/2011	05/26/2011 MTI	\$222.37	STEVEN PRIEM
05/25/2011	05/27/2011 TOUSLEY FORD I27228006	\$261.13	STEVEN PRIEM
05/26/2011	05/27/2011 FACTORY MOTOR PARTS #19	\$497.68	STEVEN PRIEM
05/26/2011	05/27/2011 POLAR CHEVROLET MAZDA PAR	\$119.03	STEVEN PRIEM
05/26/2011	05/30/2011 POMPS TIRE SERVICE, INC	\$170.33	STEVEN PRIEM
05/27/2011	05/30/2011 POMPS TIRE SERVICE, INC	(\$170.33)	STEVEN PRIEM
05/27/2011	05/30/2011 MTI	\$50.92	STEVEN PRIEM
05/31/2011	06/01/2011 BAUER BUILT TIRE 18	\$515.81	STEVEN PRIEM
05/31/2011	06/02/2011 WHEELCO BRAKE &SUPPLY	\$20.18	STEVEN PRIEM
06/01/2011	06/02/2011 FACTORY MOTOR PARTS #19	\$168.14	STEVEN PRIEM
06/01/2011	06/02/2011 BAUER BUILT TIRE 18	\$443.30	STEVEN PRIEM
06/01/2011	06/03/2011 TWIN CITIES TRANSPORT & R	(\$142.82)	STEVEN PRIEM
06/01/2011	06/03/2011 DAVIS EQUIPMENT	\$598.71	STEVEN PRIEM
06/01/2011	06/03/2011 AUTO PLUS NO ST PAUL	\$31.46	STEVEN PRIEM
06/01/2011	06/03/2011 AUTO PLUS NO ST PAUL	\$13.09	STEVEN PRIEM
06/01/2011	06/03/2011 TWIN CITIES TRANSPORT & R	\$133.91	STEVEN PRIEM
06/01/2011	06/03/2011 TWIN CITIES TRANSPORT & R	\$142.82	STEVEN PRIEM
06/02/2011	06/03/2011 BAUER BUILT TIRE 18	\$759.52	STEVEN PRIEM
05/20/2011	05/23/2011 DALCO ENTERPRISES, INC	\$1,403.53	MICHAEL REILLY
05/25/2011	05/26/2011 HILLYARD INC MINNEAPOLIS	\$966.95	MICHAEL REILLY
05/20/2011	05/23/2011 STAYWELL - KRAMES	\$399.13	AUDRA ROBBINS
05/24/2011	05/26/2011 USA MOBILITY WIRELE	\$16.07	SCOTT SCHULTZ
05/28/2011	05/30/2011 SERVERSUPPLY.COM INC	\$64.39	MICHAEL SHORTREED
05/19/2011	05/23/2011 FORESTRY SUPPLIERS	\$51.33	CHRISTINE SOUTTER
05/31/2011	06/02/2011 UNIFORMS UNLIMITED INC	\$111.45	JOSEPH STEINER
05/31/2011	06/02/2011 FAMOUS FOOTWEAR #141780	\$134.98	JOSEPH STEINER
05/24/2011	05/26/2011 LOFFLER COMPANIES	\$155.00	JOANNE M SVENDSEN
05/31/2011	06/01/2011 CENTURY COLLEGE-CE	\$158.00	JOANNE M SVENDSEN
05/31/2011	06/01/2011 HD SUPPLY WATERWORKS 230	\$143.35	TODD TEVLIN
05/24/2011	05/31/2011 AMERICAN EAGLE SCREEN PRI	\$37.00	PAUL THEISEN
05/30/2011	05/31/2011 STREICHERS INC	\$153.16	PAUL THIENES
05/19/2011	05/23/2011 OFFICE MAX	\$142.86	FAITH THOMFORDE
05/19/2011	05/23/2011 TOMS TAILORS	\$9.64	JAY WENZEL
05/23/2011	05/25/2011 UNIFORMS UNLIMITED INC	\$263.53	SUSAN ZWIEG
05/24/2011	05/26/2011 VEIT DISPOSAL - ROGERS	\$333.00	SUSAN ZWIEG
05/24/2011	05/26/2011 VEIT DISPOSAL - ROGERS	\$333.00	SUSAN ZWIEG
05/26/2011	05/27/2011 GREEN STUFF LAWN TREATMEN	\$93.20	SUSAN ZWIEG

TOTAL

\$33,391.86

AGENDA REPORT

TO: Jim Antonen, City Manager

FROM: Ron Horwath, Aquatic Program Manager
DuWayne Konevko, Parks and Recreation Director

DATE: June 21, 2011

SUBJECT: Consider Approval to Seek Bids (RFP) for MCC Aquatic Center Wall Murals

INTRODUCTION

During the May 9th Council meeting, Council approved \$75,000 from the proposed 2012 CIP Budget for MCC Aquatic Center under water themed wall murals.

The walls will be water colored from floor to ceiling throughout the entire Aquatic Center with paint that will fade from dark to light. In addition, muralists will be creating realistic scenes of coral and sea life from tropical areas and deep sea.

Contractor bids must include detail about the methods they propose to use to prepare the walls for proper paint adhesion, the products that will be used on the walls and their guarantees, and provide line art that accurately depicts the artwork they have designed for use in the Aquatic Center.

Staff will be selecting the contractor based on the quality of the line art and overall amount of art that will cover the walls and the perceived overall impact that each contractor's proposal will make on the Aquatic Center in addition to the durability of the product placed on the walls

The timing of this project is critical. There are a number of projects that will be completed during this year's maintenance and improvement Aquatic Center closure including the installation of the Themed Submarine Station and Diamond Brite surface overlay in the Leisure Pool. Staff is attempting to avoid future lengthy closures of the Aquatic Center by completing the wall murals during this closure in 2011.

RECOMMENDATION

Staff recommends City Council approve the request to seek bids for the MCC Aquatic Center wall murals.

ATTACHMENTS:

1. Advertisement for Sealed Bids (RFP)
2. Preliminary Wall Artwork Pictures

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed proposals will be received by the City of Maplewood, Minnesota, at the city hall council chambers located at 1830 County Rd B East, Maplewood, Minnesota 55109, until 9:00 a.m. on Wednesday, July 20, 2011 and will be publicly opened at said time and place by two or more designated officers or agents of the City of Maplewood. Said proposals will be for the furnishing of all labor and materials for the detailed planning, preparation and painting of underwater themed wall murals.

The bids must be submitted in accordance with the Contract Documents and Specifications provided by the City of Maplewood and the R.F.P. prepared by Ron Horwath dated 6/22/11.

Copies of the Specifications for use by the contractors may be obtained from the Maplewood Community Center, 2100 White Bear Ave., Maplewood, Minnesota 55109. This project will include the following major work items: creation and submission of mural line art, preparation and painting of Aquatic Center walls and related structure, and painting of underwater themed artwork.

No bids will be accepted unless sealed and filed with the City Clerk of the City of Maplewood and accompanied by a cash deposit, certified check, bid bond or cashier's check payable to the City of Maplewood in the amount of five percent (5%) of the amount of the bid, to be forfeited as liquidated damages in the event the bid is accepted and the bidder shall fail to promptly enter into a written contract and furnish the required bond.

The City of Maplewood reserves the right to reject any or all bids, to waive informalities, and to award the bid in the best interest of the City. No bids may be withdrawn for a period of thirty days.

Note: A pre-bid conference will be held at the site on Tuesday, July 12th at 1:30pm. We will meet at the Maplewood Community Center Aquatic Center (lower level), 2100 White Bear Ave, Maplewood, Minnesota 55109

BY ORDER OF THE CITY COUNCIL

Karen Guilfoile, City Clerk
City of Maplewood

Publish: June 29 and July 6, 2011





AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Ron Horwath, Aquatic Program Manager
DuWayne Konewko, Community Development and Parks Director
DATE: June 21, 2011
SUBJECT: **Award of Contract for Fabrication and Installation of MCC Leisure Pool Submarine Station**

INTRODUCTION

At the May 9th City Council meeting, Council approved \$150,000 one-time 2011 monies for improvements at the Maplewood Community Center. Thirty-nine thousand of this one time allocation has been designated for use to replace the spraying water toys in the leisure pool with a new water feature - Submarine Station.

Staff published a request for quotes for the Submarine Station and two contractors submitted quotes. ThemeScapes Inc. submitted a quote of \$39,000 and Tivolitoo submitted a quote of \$74,000 - \$78,000 depending on the type of finished surface requested. ThemeScapes and Tivolitoo are both highly qualified and recommended local companies that are known nationally and internationally for theming work. The main differences between the quotes are the materials used for construction and detail. ThemeScapes products are made with glass reinforced concrete while Tivolitoo products are made with Urethane and fiberglass. The Tivolitoo products have a more "high end" feel and are capable of being produced with more "3D" surface detail and vibrant colors. The Tivolitoo products may be aesthetically more appealing, however, in terms of practicality and function The ThemeScapes products are on an equal level. Staff believes the ThemeScapes products are more durable while maintaining our desire for "wow factor". The quotes are attached for Council review.

RECOMMENDATION

Staff recommends City Council award the attached agreement with ThemeScapes, Inc. in an amount not to exceed \$39,000 for fabrication and installation of the MCC Leisure Pool Submarine Station.

ATTACHMENTS:

1. ThemeScapes Inc. Quote
2. Tivolitoo Inc. Quote
3. Submarine Station Engineering
4. ThemeScapes Contract

MAPLEWOOD COMMUNITY CENTER
2100 WHITE BEAR AVENUE, MAPLEWOOD, MN 55109

CONTRACT FOR WORK, MATERIALS AND EQUIPMENT

This Contract is between THEMESCAPES, INC. ("Contractor") and the The Maplewood Community Center ("MCC") for the services ("Work"), materials ("Materials"), and equipment ("Equipment")(if applicable) as specified below.

The parties agree as follows:

1. **Performance Dates.** Contractor shall begin performing the Contract on JULY 1, 2011, and finish performing on SEPTEMBER 1, 2011. Changes to the Contract are permissible only through an amendment issued according to Paragraph 15.

<p>Contractor may not begin performing the Services until this Contract has been signed by both parties and Contractor has received a purchase order from MCC.</p>

2. **Materials, Equipment and Work Provided.**

- 2.1. Contractor shall provide the specific Materials, Equipment and Work described on Attachment A to this Contract, which is incorporated into this Contract by reference. Alternatively, Contractor shall provide the specific Materials, Equipment and Work described below:

Exhibit A

- 2.2. Contractor shall provide the Materials, Equipment and Work to the following location:

MCC; 2100 White Bear Avenue, Maplewood, MN 55109

- 2.3. Contractor certifies that it is licensed in the State of Minnesota to perform the Work specified in the Contract.

3. **Payments for Materials, Equipment and Work.** MCC shall pay Contractor **\$\$39,000.00 USD** for the Materials, Equipment and Work, as provided in Paragraph 4. MCC shall also reimburse Contractor for application fees made to the State of Minnesota for approval of the plans for the project.
4. **Method and Time of Payment.** To be paid, Contractor **must submit an itemized invoice** referencing a valid purchase order number. The invoice must specify the Materials, Equipment and Work provided, which must match the description in Paragraph 2; the dates of and work performed during the billing period; and the specific dollar amount. **Contractor shall be paid within 30 days after completion and acceptance of the Work described in Paragraph 2, submission of any lien waivers, and submission to MCC of all documentation and manufacturer's warranties relating to the Materials and Equipment, if applicable.**
5. **Warranty.** Contractor warrants to MCC that the Materials and Equipment furnished under this Contract will be of good quality and new, that the Work, Materials, and Equipment will be free

from defects and that they will conform to the Contract. Final payment to Contractor or occupancy of the Work shall not constitute acceptance of Work that fails to conform to the Contract or industry standards, or relieve Contractor of liability under warranties or from responsibility for faulty materials and workmanship. This warranty is additional to any other warranties, including those from the manufacturer of the Materials or Equipment and those arising under applicable law.

6. **Certification.** Contractor certifies that it is an independent contractor; provides Services to other customers; maintains insurance; sets its own priorities on time and hours of work; provides its own supplies; and determines the means of delivering Services.
7. **Compliance with Laws.** Contractor shall, at all times during this Contract, comply with all applicable laws, regulations, rules and policies including Federal, State and local regulations regarding pool and pool related products.
8. **Property Rights.** MCC shall, at all times, retain ownership in and the rights to any creative Works, designs, graphical representations or Works of similar nature to be delivered under this Contract. Contractor agrees that the Works are “works for hire” and assigns all of the Contractor’s right, title and interest to MCC.
9. **Insurance.** Contractor shall maintain during the term of this Contract insurance policies described below issued by companies licensed in Minnesota with a current A.M. Best rating of A:VIII or better. Before MCC signs this Contract, Contractor shall furnish the MCC Risk Manager with certificates of insurance evidencing the coverages, conditions, and limits required by this Contract, at the following address:

MCC Risk Manager
2100 White Bear Avenue
Maplewood, MN 55109

The insurance policies, except Workers’ Compensation, shall be endorsed to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds with the following language:

Maplewood Community Center, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

If any insurance policies are written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Contractor’s work or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without 30 days written notice by certified mail to the MCC Risk Manager. The Contractor’s insurance must be primary, and any insurance or self-insurance maintained by MCC shall not contribute to it. If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors. The following policies are required:

- 9.1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification

provisions of this Contract.

- 9.2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles; and
- 9.3. **Workers' Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
10. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless MCC, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract. The requirements in Paragraph 8 will not be construed as limiting the scope of this indemnification.
11. **Cancellation.** MCC may cancel this Contract for cause, which shall include non-performance, delay, neglect, or failure to comply with applicable laws.
12. **Nondiscrimination.** Contractor shall not illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination and equal employment opportunity.
13. **Notices.** Notices to MCC under this Contract shall be made to: Purchasing Department, Maplewood Community Center, 2100 White Bear Avenue, Maplewood, Minnesota 55109.
14. **Assignment/Subcontract.** Contractor shall not assign any right or delegate any duty under, or subcontract any part of, this Contract to any third party without the prior written approval of MCC.
15. **Amendment.** The parties may change this Contract only through a written amendment signed by MCC's Director and ThemeScapes' representative.
16. **Applicable Law/Remedies.** This Contract shall be governed by the laws of the State of Minnesota. The parties shall have all remedies available by law or in equity.
17. **Termination.**
 - 17.1. A non-breaching party may terminate this Contract for the failure of the other party to comply with this Contract by giving that other party 10 days written notice of the failure to comply.
 - 17.2. MCC may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.
18. **Interpretation.** The parties intend this Contract to express their complete and final agreement.

19. **Authority.** Contractor warrants that the person signing this Contract on its behalf is authorized to enter into this Contract.

20. **Terms and Conditions.** Contractor acknowledges that it has read the Contract completely, and shall fully comply with all terms and conditions.

CONTRACTOR:

Signature: _____

Tax ID
No.: _____

Name: _____

Phone No.: _____

Title: _____

Fax No.: _____

Date: _____

Address: _____

Contractor is a: Corporation LLC Partnership Sole Proprietorship (an individual)

MAPLEWOOD COMMUNITY CENTER:

Signature: _____

Date: _____

MAPLEWOOD MAYOR

Signature: _____

Date: _____

CITY MANAGER



ThemeScapes, Inc.

Maplewood Aquatic Center Theming Proposal 4-1-11

- 1. Zero Depth Pool Sub Station.....\$39,000**
- 1 Kidde Slide coming out of back of sub constructed of plastic
 - Interactive sprayers controlled by floor geysers
 - Push button control panel in cockpit that activates spray guns on roof
 - All sprayers controlled by pressure activation
 - Interactive periscope
 - Sub to be retrofitted to work with existing plumbing conditions
 - All work built complete in ThemeScapes facility ahead of shutdown
 - Sub Station built with GFRC Concrete and plastic
 - no metal or products that promote mold or decay

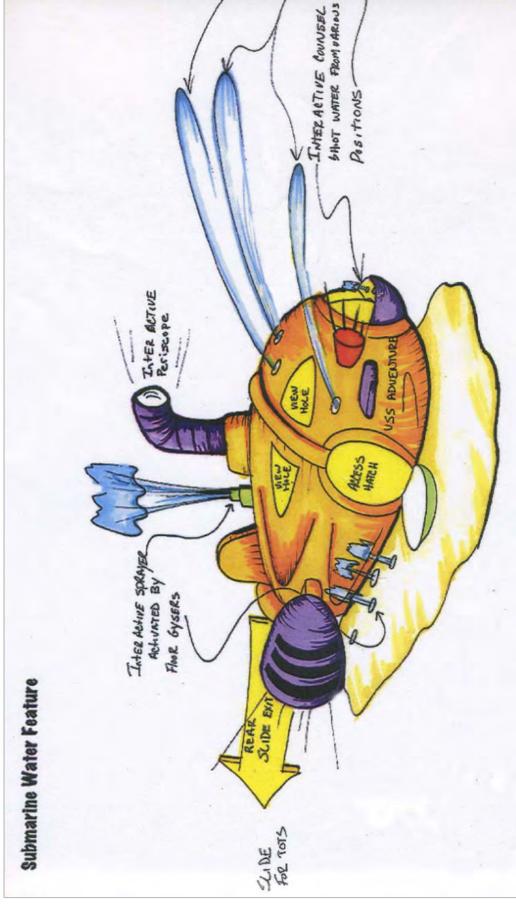
Notes:

- All work to be reviewed by state and city inspectors, any plan submittal fees for review will be responsible by the owner (City)
- All work described above would be jointly built in ThemeScapes facility and will require a shut down for some the components for a maximum of 2-3 weeks, fabrication includes approximately 3 months to be safe
- Samples and approved shop drawings will require the owners written approval prior to build
- ThemeScapes to provide a detailed construction schedule from shop drawing to finish date once contract is signed
- Any changes to the contract would need owners written approval after price has been agreed to
- Demo and plumbing underground to be done by others

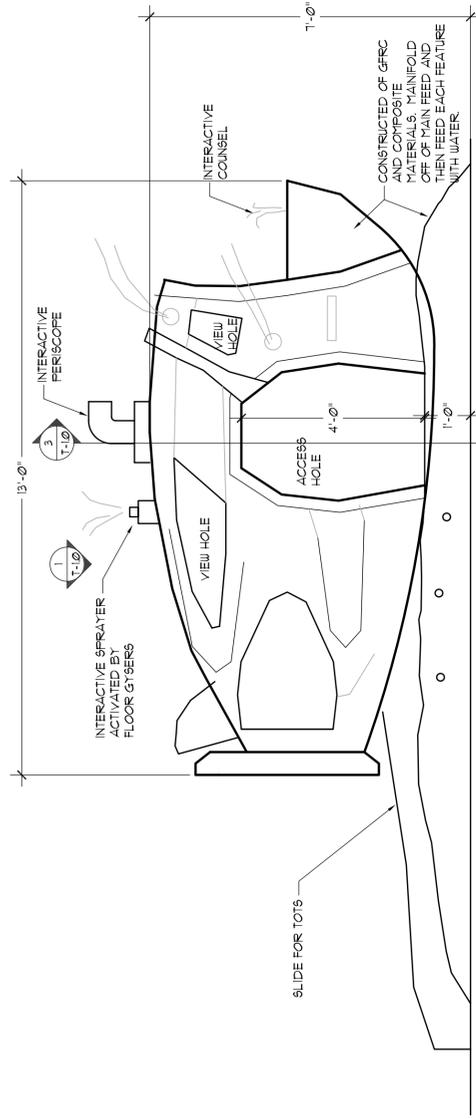
Terms:

- 50 % down deposit upon signed contract for construction portion, monthly progress payments to be paid and the rest paid within 30 days of completion of work.
- Interest will be charged on past due balances at a rate of 1% per month prorated daily.
- Collection expenses on any unpaid balances will be the responsibility of the buyer including any related attorney collection fees.
-

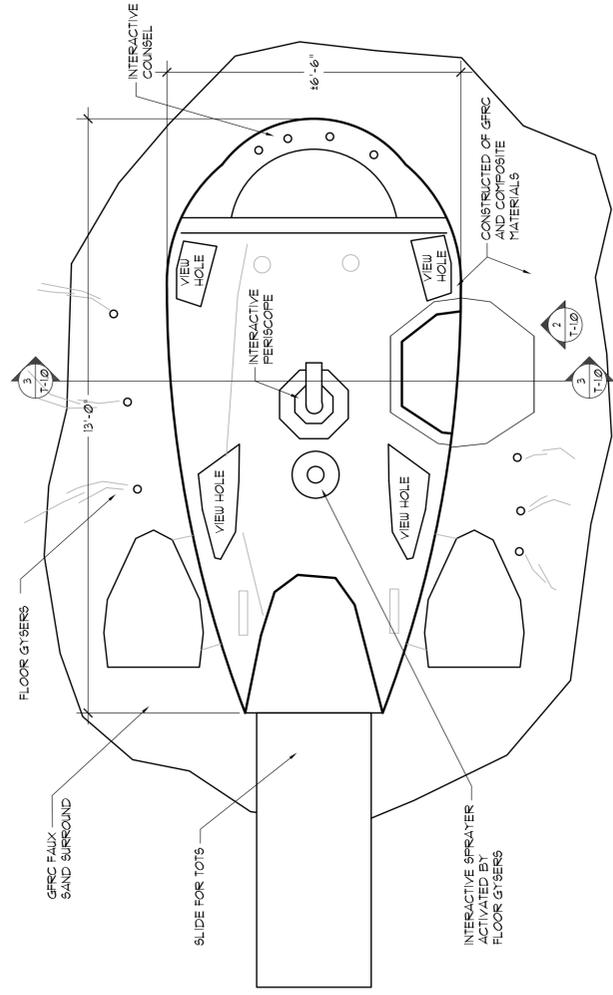
Themescapes, Inc.	Accepted By
Printed Name: Ole Nasvik	Printed Name:
Title: President	Title:
Date Signed:	Date Signed:



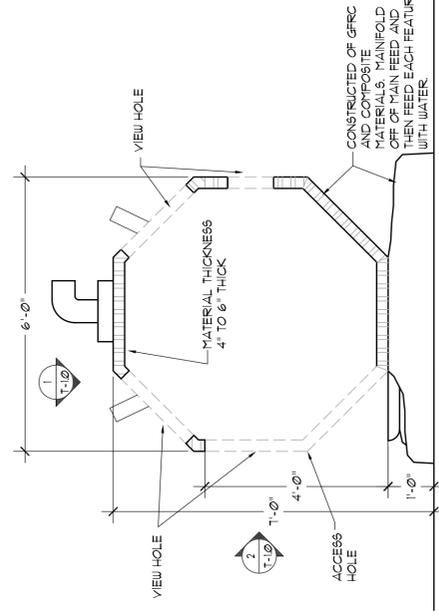
4 CONCEPT DRAWING
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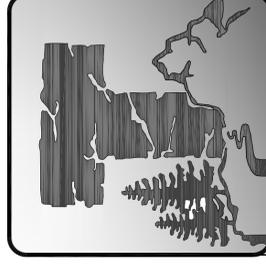
2 ELEVATION
SCALE 1/2"=1'-0"



1 FLOOR PLAN
SCALE 1/2"=1'-0"



3 SECTION
SCALE 1/2"=1'-0"



ThemeScapes Inc.
794 15th St SW - Forest Lake, MN 55025
651-778-1784 / 888-778-1784
Fax: 651-778-1885
email: ts1@themescapesinc.com
www.themescapesinc.com

All drawings and written material appearing herein constitute original and unpublished work of ThemeScapes and may not be duplicated, reproduced, or transmitted in any form or by any means, without the written consent of ThemeScapes.
©2011 ThemeScapes, Inc.

Project Name

Maplewood Community Center

revision

drawing title

Submarine Water Feature

scale as noted

drawn by Mike date 5/9/11

checked Ole date 5/10/11

project no.

drawing no.

T-1.0

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Chuck Ahl, Public Works Director / Assistant City Manager
Michael Thompson, City Engineer/ Deputy Public Works Director
SUBJECT: Water System Evaluation, City Project 10-09, Approval of Final Report and
Authorization to Proceed with Current Operating Agreement
DATE: June 22, 2011

INTRODUCTION

On April 12, 2010, the council authorized the preparation of a water system evaluation report. The purpose of this report was twofold; to evaluate the city's current water surcharge rates, and determine whether improvements should be made in the way the city provides water service to its residents. City staff and the consultant team provided the council with an update on the report at the May 9, 2011 work session. A draft report was provided to the council and a presentation was given detailing the findings of the study. Based on discussion at the May 9, 2011 work session, no changes have been made to the final report. A copy of the final report is attached.

BACKGROUND

St. Paul Regional Water Services (SPRWS) currently provides water service to a majority of the residents and commercial properties within Maplewood. North St. Paul provides water service to residents in the northeast corner of the city, and Roseville, Little Canada, and Woodbury also provide water service in properties located along city borders.

Maplewood transferred ownership of its water system assets to SPRWS in 1997. As a part of this change, SPRWS assumed ownership and maintenance of the existing water system and Maplewood eliminated the need for utility billing since SPRWS took responsibility for both water and sanitary sewer charges for the community.

As a result of some of the inherent challenges associated with an outside agency owned water system, staff has questioned whether SPRWS ownership and maintenance of the water system is still in the best interests of Maplewood and its residents. The water system evaluation study has evaluated both the engineering and financial aspects of how the water system is currently operated and provides information to assist the city in evaluating possible changes in the way that water service is provided to the community.

Maplewood currently collects a water surcharge fee from all residential and commercial water accounts serviced by SPRWS and the City of North St. Paul. The consultants previously completed an analysis of the water surcharge fees and this information was provided to the council at a work session on July 26, 2010. In response to this information, the SPRWS surcharge fee was increased from 2% to 4% for 2011. No changes have been made to the North St. Paul surcharge rate.

RECOMMENDATION

It is recommended that the council accept the final water system evaluation report. Based on the analysis completed as a part of the report, Maplewood will continue to rely upon SPRWS to provide for the water service needs of a majority of its residents; however, staff will work with SPRWS to address

some of the issues and concerns identified in the report. Staff will also continue to evaluate the SPRWS and North St. Paul surcharge rates on an annual basis.

Attachments:

1. Final Water System Evaluation Report

(The complete document including all attachments was provided to all council members and can also be viewed at the City Council meeting.)



Kimley-Horn
and Associates, Inc.

June 27, 2011

Michael Thompson, P.E.
City Engineer/Deputy Public Works Director
City of Maplewood
1902 East County Road B
Maplewood, MN 55109

■
Suite 238N
2550 University Avenue West
St. Paul, Minnesota
55114

Re: Water System Evaluation
City Project 10-09

The enclosed water system evaluation report has been prepared as authorized at the April 12, 2010 City Council meeting. This report provides an overview of the city's existing water system and makes recommendations on future improvements, including a 5-year water system capital improvement plan. The report also includes an analysis of the city's existing surcharge rates and evaluates the feasibility of the city purchasing the water system from St. Paul Regional Water Services (SPRWS).

The information utilized in the preparation of this report included information from past city studies and reports, SPRWS provided information, and discussions with city and SPRWS staff. All available information was considered in developing the recommendations included in this report.

We hope that this information is helpful as the city evaluates how to best provide for the water service needs of its residents.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Chadd B. Larson".

Chadd B. Larson, P.E.
Project Engineer

Enclosure

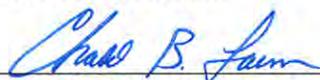
cc: File: 160500036

■
TEL 651 645 4197
FAX 651 645 5116

WATER SYSTEM EVALUATION
FOR
CITY OF MAPLEWOOD
CITY PROJECT 10-09

Kimley-Horn and Associates, Inc.
2550 University Avenue West
Suite 238N
St. Paul, MN 55114
(651) 645-4197

I hereby certify that this plan, specification
or report was prepared by me or under my
direct supervision and that I am duly
Licensed Professional Engineer under the
laws of the State of Minnesota.

Signature: 
Chadd B. Larson, P.E.

Date: 6/27/11 Lic. No. 41864

**WATER SYSTEM EVALUATION
CITY OF MAPLEWOOD
CITY PROJECT 10-09**

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APPENDIX A – EXHIBITS

- Exhibit 1 – Existing Water Main System
- Exhibit 2 – Existing Water Main Age
- Exhibit 3 – 5-Year Water Main CIP
- Exhibit 4 – St. Paul Water Fund – Current Status
- Exhibit 5 – St. Paul Water Fund – Recommended Rate Increase

APPENDIX B – 5-YEAR CIP FOR WATER MAIN IMPROVEMENTS

APPENDIX C – PROJECT UPDATE MEMORANDUM – SURCHARGE ANALYSIS

APPENDIX D – WATER UTILITY ACQUISITION ANALYSIS

1. INTRODUCTION

On April 12, 2010, the Maplewood City Council authorized the preparation of a water system evaluation report. The purpose of this report is twofold; to evaluate the city's current water surcharge rates, and determine whether changes should be made in the way that the city provides water service to its residents.

St. Paul Regional Water Services (SPRWS) currently provides water service to a majority of the residents and commercial properties within the city. North St. Paul provides water service to residents in the northeast corner of the city, and Roseville, Little Canada, and Woodbury also provide water service to properties located along border streets.

Maplewood transferred ownership of its water system assets to SPRWS in 1997. As a part of this change, SPRWS assumed ownership and maintenance of the existing water system and Maplewood eliminated the need for utility billing since SPRWS took responsibility for both water and sanitary sewer charges for the community.

The city is questioning whether SPRWS ownership and maintenance of the water system is still in the best interests of Maplewood and its residents. This study evaluates both the engineering and financial aspects of how the water system is operated and provides recommendations to assist the city in evaluating possible changes in the way that water service is provided to the community.

Maplewood currently collects a water surcharge fee from all residential and commercial water accounts serviced by SPRWS and the City of North St. Paul. This study includes an evaluation of the city's current surcharge fees and provides recommendations for future changes in the surcharge rates.

This report assumes that no changes would be considered for the Maplewood businesses and residents that are currently served by North St. Paul, Little Canada, Woodbury, and Roseville. The overall number of properties served by these neighboring communities is minimal and costs to convert them to the Maplewood system would be prohibitive.

2. EXISTING SYSTEM INVENTORY

The majority of the city's water system is currently owned and maintained by SPRWS. The cities of North St. Paul, Woodbury, Little Canada, and Roseville provide water to a limited number of accounts. The following is a summary of the number of accounts served by each water service provider:

SPRWS	9,663 Accounts
North St. Paul	794 Accounts
Little Canada	66 Accounts
Woodbury	27 Accounts
Roseville	5 Accounts

The existing SPRWS water system within Maplewood consists of cast iron, ductile iron, and PVC water main. An approximate summary of the existing SPRWS water main infrastructure in the city is provided below.

<u>Water Main Type</u>	<u>Total Length</u>
Ductile Iron	500,000 Feet
Cast Iron	350,000 Feet
PVC	<u>15,000 Feet</u>
Total	865,000 Feet

The SPRWS system includes three booster stations to provide adequate water pressure to certain areas of Maplewood. These booster stations are located on Beebe Road, Mailand Road, and Roselawn Avenue. All three of these booster stations were constructed in the 1970's as detailed below.

<u>Booster Station</u>	<u>Constructed</u>
Beebe Road	1973
Mailand Road	1978
Roselawn Avenue	1978

SPRWS also has three water storage facilities in Maplewood as follows:

<u>Storage Facility</u>	<u>Capacity</u>	<u>Constructed</u>
Cope Avenue	1.5 million gallon	1978
Ferndale Street	1.0 million gallon	1987
Sterling Street	0.5 million gallon	1988

These water storage facilities require some periodic maintenance including a complete painting approximately every 15 years.

A map of the existing SPRWS Maplewood water system is provided as Exhibit 1 in Appendix A.

Exhibit 2 in Appendix A illustrates water main age and details the locations of historic water main breaks within the system.

3. CAPITAL IMPROVEMENT PLAN

The condition of the existing SPRWS water system infrastructure has been evaluated and a 5-year capital improvement plan (CIP) has been developed to identify future water system improvement needs in Maplewood. The CIP has been prepared based on the following:

- An understanding of Maplewood's proposed street reconstruction program over the next 5 years

- A review of the existing water mains within the proposed street reconstruction areas to determine the need for water main replacement
- We have assumed that any cast iron water main would be replaced at the time the streets are reconstructed to avoid future water main breaks within new street pavements
- We have assumed that all new water main would be upgraded to a minimum 8-inch diameter

Current SPRWS policy does not provide funding for water main replacement work unless certain criteria are met regarding frequency of water main breaks. We have reviewed the number of water main breaks within the proposed street reconstruction areas to determine when the break criteria are met and when SPRWS would provide funding for the water main replacement. The SPRWS break criteria are not met for a majority of the proposed water main replacement work requiring Maplewood to provide an alternative funding source.

Assuming that the city implements all of the street reconstruction work included within the 5-year CIP, approximately 6,000 feet of water main replacement will be required each year. This equates to approximately \$500,000 in city funded water main improvements annually. For reference, this level of investment is generally consistent with the water main replacement work that has been performed on an annual basis within the city over the last 10 years.

For the purposes of future planning, we have also assumed that subsequent 5-year CIP's will also include a \$500,000 annual investment in water system improvements. We understand that the city anticipates a reduction in street reconstruction work in the future; however, we have assumed that inflationary costs would offset this reduction in work.

Since the original CIP analysis was completed, we understand that the City is planning to decrease the amount of infrastructure improvements planned for the next five years. The reduction in infrastructure improvements will likely reduce the water system annual investment to \$350,000-\$400,000. This reduction in water main infrastructure improvements will impact future City decisions on surcharge rate increases.

Attached Exhibit 3 in Appendix A illustrates the city's 5-year CIP for street reconstruction work and the areas requiring water main improvements.

Appendix B includes a technical memorandum dated June 17, 2010 that provides additional details on the establishment of the 5-year CIP.

4. SURCHARGE ANALYSIS

Maplewood residents are currently billed for their water service directly by their water provider. The SPRWS and North St. Paul bills include a Maplewood surcharge to provide some city funds for water system related costs.

Maplewood uses two funds for surcharge revenues related to water sales; the Water Availability Charge Fund-St. Paul Water District (Fund 407) and the Water Availability Charge Fund-North St Paul Water District (Fund 408). As stated above, the vast majority of Maplewood residents are served by SPRWS and the majority of revenues are derived from this source.

The following is a summary of each of these funds.

A. St. Paul Water District Fund 407

SPRWS sells approximately 1.5 billion gallons of water per year to Maplewood residents. Water is metered and billed on either a monthly or quarterly basis, depending on user type such as residential or commercial, and is charged based on 100 cubic feet of water. SPRWS remits a surcharge of 2% of the total water bill, or approximately \$100,000 on an annual basis, to Maplewood.

Exhibit 4 in Appendix A provides a summary of the current and projected status of the St. Paul Water District fund. The fund shows a beginning fund balance deficit of approximately (\$150,000). The 2010 budget shows an ending balance of \$75,000. For the purpose of illustrating the projected status of the fund, we have assumed the following:

- No increase in the 2% surcharge rate resulting in continued surcharge revenue of approximately \$100,000 per year
- CIP costs of \$350,000-\$400,00 per year (based on the City's revised CIP projections)

Based on these assumptions, the fund will have a deficit of over (\$2.5 million) by 2020 unless other funding sources are identified for the water main replacement work included in the proposed 5-year CIP.

Given the financial pressures that the St. Paul Water District Fund will continue to experience, we have completed a projection of the surcharge revenues required to bring the fund to a positive balance within approximately five to six years and then to maintain a positive balance. We are recommending an increase in the surcharge rate from 2% in 2010 to 4% in 2011, with future surcharge rate increases as illustrated in the table below.

	2010	2011	2012	2013	2014	2015	2016
Surcharge (%)	2%	4%	5.25%	6.25%	7.00%	7.75%	8.50%
Revenues (\$)	103,400	188,400	257,100	318,300	370,800	426,900	487,000

In addition to the surcharge rate increases, we have assumed some limited bonding to 2015 and a one-time permanent transfer of \$600,000 into the fund in 2016. The resulting 2020 fund balance would be approximately \$900,000.

Exhibit 5 in Appendix A illustrates the resulting impact on the St. Paul Water District Fund with the recommended changes.

B. North St. Paul Water District Fund 408

The City of Maplewood collects \$1.00 per account per month of surcharge revenue for water provided to Maplewood residents by the City of North St. Paul. North St. Paul remits the revenue to Maplewood on a monthly basis and this equates to approximately \$10,000 per year.

No increases are recommended in the North St. Paul District surcharge rate at this time. There are currently no planned water main improvements in the North St. Paul service area.

Appendix C includes a technical memorandum dated July 16, 2010 that provides additional details on the surcharge rate analysis.

The surcharge analysis information was provided to the City Council at a work session on July 26, 2010. Based on discussion at that work session, the City has increased the surcharge from 2% to 4% for 2011.

5. WATER SYSTEM ACQUISITION

One of the primary purposes of this study was to determine whether changes should be made in the way that the city provides water service to its residents. This has included an analysis of the feasibility of Maplewood purchasing the water system back from SPRWS. The following is a summary of this analysis.

A. Initial Costs

Disconnects and Master Meters

The SPRWS Maplewood water system is currently connected to the St. Paul water system at several locations. If Maplewood took ownership of the water system, they would need to separate or meter each location where the Maplewood water main is connected to the St. Paul water system.

Based on previous studies and discussions with SPRWS staff, there are approximately 40 locations where the existing water main would need to be separated or metered. For the basis of this analysis, it is assumed that 25 locations will be separated and 15 locations will require master meter installations. The

estimated total project costs (construction and engineering/admin) associated with these improvements are summarized below.

15 master meters	@ \$30,000/meter	\$ 450,000
25 disconnections	@ \$22,000/disconnection	\$ 550,000
<u>Total Estimated Initial Cost</u>		<u>\$1,000,000</u>

Service Meter Replacements

SPRWS is currently completing a system-wide project to replace all of the individual service meters. This is a multi-year project and the service meters in Maplewood are scheduled for replacement in 2012 and 2013. The estimated total cost for the meter replacement in Maplewood is as follows:

8,067 Residential meters @ \$162.25/meter	=	\$1,310,000
1,059 Non-residential meters @ \$450/meter	=	\$ 480,000
<u>535 Commercial/Municipal meters @ \$1,325/meter</u>	=	<u>\$ 710,000</u>
Total	=	\$2,500,000

The meter costs identified above are derived from an average of the actual contract unit bid prices received from SPRWS.

B. Annual Costs

In addition to the initial costs to separate the water system and replace the service meters, there are several other annual expenses that need to be considered with a city-owned water system.

Operating Expenses

The city would incur typical operating expenses associated with ownership of the water system. This analysis assumed that a utility clerk, utility crew chief, and three utility workers would be hired to operate and maintain the water system. In addition to the labor costs, there are also material and equipment costs included in the operating expense assumptions. These assumptions are primarily based on information provided by city and SPRWS staff.

<u>Labor Cost</u>	
Utility Billing Clerk	\$ 60,000
Public Works Crew Chief	\$ 70,000
<u>Public Works Crew (3)</u>	<u>\$ 195,000</u>
Total	\$ 325,000

<u>Material and Equipment Cost</u>	
Office and Operating Supplies	\$ 100,000
Contractual (Engineering, Insurance, Processing)	\$ 200,000

Utilities (Electrical, Communications)	\$ 100,000
<u>Operational and Maintenance</u>	<u>\$ 150,000</u>
Total	\$ 550,000

Capital Expenses

The 5-year CIP for water main improvements established a budget of \$500,000 for annual capital water main improvements.

The city also needs to budget for painting the three elevated storage tanks on an assumed 15-year basis. The annual cost for tank painting assumes the project cost to paint each tank every 15 years is \$750,000.

$$\text{Annual Tank Painting Cost} = \frac{(3 \text{ Tanks}) \times (\$750,000)}{15 \text{ years}} = \$150,000/\text{year}$$

Below is a summary of the annual capital expenses.

Annual Water Main Improvements	\$ 500,000
<u>Annual Cost for Tank Painting</u>	<u>\$ 150,000</u>
Total Annual Capital Expenses	\$ 650,000

C. SPRWS Acquisition Cost

Based on information provided by SPRWS, they have invested approximately \$9 million in water main improvements since taking ownership of Maplewood's water system in 1997. This cost was based on the following information provided by SPRWS staff:

95,976 Feet Water Main Reconstruction @ \$85/foot	= \$8,157,960
Tank Maintenance Projects	= \$ 841,404
Total	= \$8,999,364

SPRWS has stated that, as a part of any water system ownership transition, consideration needs to be given to the current value of these improvements. For the purposes of this study, we have assumed that the acquisition cost would be \$1, which was the cost SPRWS paid to Maplewood in 1997 to take ownership of the existing capital assets.

D. Financial Analysis

This analysis assumes that the city would use the current SPRWS water rates as a basis for establishing their water rates under a city-owned water system scenario.

The revenue generated from these water rates was evaluated with the expenditures previously identified.

The purchase price for the SPRWS water system is an important consideration in determining the feasibility of Maplewood ownership of the system. We have evaluated the financial feasibility of a city-owned water system based on an acquisition cost of \$1. The table below assumes water rates could be increased on an annual basis at an average rate of approximately 5%, which is consistent with SPRWS annual rate increases. These rate increases assume that a change in water system ownership would have little or no impact on water rates for Maplewood users.

<u>Acquisition Cost</u>	<u>Average Annual Rate Increase</u>	<u>Payback Year</u>
\$1	5%	2018

If the city chose to take ownership of the water system, SPRWS would charge Maplewood for the wholesale cost to provide water to its users. SPRWS currently provides wholesale water to Little Canada and Roseville at a cost of 71% of the retail rate. This analysis assumes that SPRWS would charge Maplewood this same rate; however this rate may be negotiated in a city purchase scenario.

The SPRWS retail rates per 100 cubic feet of water are shown below.

<u>Year</u>	<u>Winter Rate</u>	<u>Summer Rate</u>
2010	\$2.15	\$2.25
2011	\$2.27	\$2.37

E. Rate Comparison

As previously mentioned, Maplewood water customers are currently served by SPRWS, North St. Paul, Little Canada, Woodbury, and Roseville. The rates these customers pay varies depending on who provides their water service. Below is a rate table that compares typical winter usage and summer usage for each of the city's water suppliers.

<u>Water Supplier</u>	<u>Rate</u>	<u>Winter (25,000 gallon)</u>	<u>Summer (40,000 gallon)</u>
SPRWS	2010	\$70.95	\$121.50
SPRWS	2011	\$74.91	\$127.98
North St. Paul	2010	\$50.70	\$81.00
Little Canada	2010	\$81.84	\$126.39
Woodbury	2010	\$25.36	\$48.56
Roseville	2010	\$76.50	\$119.75
Roseville	2011	\$83.05	\$134.55

Appendix D includes a report prepared by Ehlers that provides more detail on the acquisition analysis.

6. ADDITIONAL CONSIDERATIONS

Since 1997, city staff has coordinated with SPRWS staff on all aspects of the water system, including design, construction, and funding for water system improvements. Below are examples of some of the inherent challenges and inefficiencies that city staff has observed with an outside agency owned water system.

A. Differing Philosophies on Water System Improvements

City staff considers all public infrastructure when considering the scope of work for street reconstruction projects. Staff reviews roadway condition, as well as sanitary sewer, water main, and storm sewer conditions. The city's approach is to replace aging underground utility infrastructure at the time streets are reconstructed to avoid utility repairs that would require roadway patching. This includes the replacement of all cast iron water main during street reconstruction projects. SPRWS water main replacement criteria are based mainly on water main break history instead of age or material type.

B. SPRWS Water Main Construction Requirements

On city street reconstruction projects with water main improvements, SPRWS policy requires their crews to perform the water main construction; however, SPRWS crews do not perform the excavation or backfilling operation. The city must bid the excavation and backfill to the roadway contractor for the water main construction. As a result, both the contractor and SPRWS crews are on site during water main construction which creates some inefficiencies for water main construction.

C. Invoicing

Since SPRWS operates independently from the city, agreements and invoicing between the agencies occurs on a regular basis. City staff time and effort is incurred to review and process these agreements and invoices.

There are some inherent inefficiencies and challenges with a public utility owned and operated by an outside agency. City staff continues to build relationships with SPRWS staff to minimize conflicts and streamline processes; however operating with a SPRWS owned water system will continue to require coordination efforts.

7. SUMMARY AND RECOMMENDATIONS

Based on the analysis completed as a part of this report, we recommend the following:

A. 5-year Capital Improvement Plan (CIP)

The City Council should consider adopting a 5-year CIP for water main improvements. The implementation of this CIP will address city concerns regarding the need to replace all cast iron water main during street reconstruction projects.

B. Surcharge Increase

The St. Paul Water District Fund 407 has operated in a deficit for several years. The City Council should continue discussions from their July 26, 2010 workshop regarding the need to increase the current surcharge rate to eliminate this ongoing deficit. If the City Council adopts a 5-year CIP for water main improvements, surcharge revenues will need to increase to cover these additional costs or other funding sources must be identified for the improvements.

C. Water System Acquisition

This report identified a number of factors that should be considered in evaluating the feasibility of a city purchase of the water system.

- Acquisition Cost
 - Initial debt
 - Payback duration
- Initial Costs
 - Water system disconnects
 - Master metering
- Water Rate
 - Acceptable rate increases
- Increased City Staff
 - Management
 - Facility space
- Additional Equipment
 - Facility space
 - Maintenance

Based on the analysis completed as a part of this study and depending on City Council policy objectives, it is financially reasonable for the city to consider the purchase of the water system from SPRWS. The City Council should consider all of the various engineering, political, and financial factors in determining how to proceed. Negotiation with SPRWS to determine the initial acquisition cost would be the first task to be

completed if the city elects to proceed further with the possible acquisition of the water system.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/ Dep. Public Works Director
SUBJECT: Approval of Temporary Easement in Favor of Paris Realty LLC (Tillges)
DATE: Written June 17, 2011 for June 27, 2011 City Council Meeting

INTRODUCTION

The council will consider approving a temporary fence easement on a city owned parcel to allow for the construction of a fence benefiting the Maplewood business, Tillges Orthotic Prosthetic.

BACKGROUND / DISCUSSION

Aaron Holm, Chief Operating Officer of Tillges Orthotic Prosthetic Inc. at 1570 Beam Avenue requested permission of the city to install a fence within the city owned property at 1663 County Rd C E (Hazelwood Park). The subject easement area is on the northwest side of Markham Pond which is on the other side of any park activities.

Approval of this temporary fence easement, in favor of Paris Realty (Tillges), is needed to allow for the construction of the fence and would address safety concerns of the business. As shown in the attached aerial photo both the parking lot and building are tight against the property line which does not allow for the construction of a fence within the limits of the Tillges property.

Tillges determined that a 15 foot easement on the north side of the 1663 County Rd C property adjacent to its property would be needed for the fence. Upon the city receiving the easement exhibit and description, staff prepared the easement document which further specifies expiration and permitted activities and requirements within the easement.

The City Attorney has also reviewed the documents.

BUDGET

There are no financial implications by approving this action.

RECOMMENDATION

It is recommended that the city council approve the temporary fence easement in favor of Paris Realty (Tillges) and further authorize the mayor and city manager to sign the easement document on behalf of the city. It is also recommended that the city council authorize the city engineer to record the easement once all necessary signatures have been obtained.

Attachments:

1. Aerial Photo
2. Easement Document
3. Easement Exhibit

Tillges Orthotic (1570 Beam Ave)



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.
SOURCES: Ramsey County (May 31, 2011), The Lawrence Group: May 31, 2011 for County parcel and property records data; May 2011 for commercial and

Property Recorded as: Torrens Abstract

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required.
 Certificate of Real Estate Value No. _____
 _____, 2011

 County Auditor

By _____
 Deputy

(Reserved for recording data)

TEMPORARY FENCE EASEMENT

THIS INDENTURE, made this _____ day of _____, 2011, by Paris Realty LLC, of Ramsey County, Minnesota, a Limited Liability Corporation, Grantee, and the City of Maplewood, Minnesota, Ramsey County, a Minnesota municipal corporation, Grantor.

Grantor hereby conveys and grants to the Grantee, its successors, and assigns a temporary easement for fence purposes in, over, under, and across the following described property in Ramsey County, Minnesota:

Property Description:

(As per Schedule A of Commitment to Title from Land Title Inc. Commitment No. TC-107927 dated July 9th, 2001)

The Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 3, Township 29, Range 22, Ramsey County, Minnesota.

Except the South 75.00 feet of the West 83.20 feet thereof,

And except that part of the North 492.00 feet of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter lying Easterly of the West 395.00 feet thereof;

And except that part of the North 492.00 feet of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter lying Northerly, Northeasterly, and Southeasterly of the following described line:

Commencing at the Northwest corner of said Northwest Quarter of the Southeast Quarter of Section 3, thence South 00 degrees 28 minutes 21 seconds East, assumed bearing, along the West line of said Northwest Quarter of the Southeast Quarter a distance of 239.62 feet to the point of beginning of the line to be described; thence South 80 degrees 01 minutes 09 seconds East 52.95 feet; thence South 84 degrees 16 minutes 09 seconds East a distance of 111.00 feet; thence Easterly a distance of 39.02 feet along a tangential curve concave to the Southwest having a radius of 72.12 feet and a central angle of 31 degrees 00 minutes 00 seconds; thence South 53 degrees 16 minutes 09 seconds East tangent to said curve a distance of 90.00 feet; thence Southeasterly and Southerly a distance of 44.92 feet along a tangential curve concave to the Southwest having a radius of 51.47 feet and a central angle of 50 degrees 00 minutes 00 seconds; thence South 03 degrees 16 minutes 09 seconds East tangent to said curve a distance of 37.89 feet thence South 31 degrees 46 minutes 00 seconds West a distance of 107.76 feet to the South line of the North 492.00 feet of said Northwest Quarter of the Southeast Quarter and said line there terminating.

PIN 03-29-22-43-0022

Temporary Fence Easement:

Which easement shall include the temporary right of said Grantee to freely enter upon, over, across, through and under the real estate designated as the Temporary Fence Easement as described below and depicted by drawing on Easement Acquisition Exhibit "A" and at any time the GRANTEE may see fit, for the purpose of constructing, rebuilding, operating, maintaining, and/or repairing said Fence and appurtenances. GRANTOR shall dedicate the easement at no cost to the GRANTEE. **This Temporary Fence Easement will expire on December 31, 2025.**

Grantee agrees not to enter upon said fence easement without first securing the written or verbal approval of Grantor. Grantor further reserves its right to terminate said Temporary Fence Easement with or without cause prior to the December 31, 2025 expiration date; however Grantor must provide 60 days written notice prior to termination of Temporary Fence Easement. Upon termination of said Temporary Fence Easement, Grantee shall remove Fence and appurtenances at its own cost and restore the land to its original condition.

Temporary Fence Easement Description:

That part of the North 15 feet of the SW ¼ of the NW ¼ of the SE ¼ of Section 3, T29, R22, which lies East of Hazelwood Street, Ramsey County, Minnesota.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances there unto belonging, or in anyway appertaining, to the grantee, its successors and assigns forever.

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

Exempt from Deed Tax per MSA 287.22F

Will Rossbach, Mayor

James Antonen, City Manager

STATE OF MINNESOTA) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me on _____, 2011, by Will Rossbach, Mayor, and James Antonen, City Manager, of the City of Maplewood, the Grantor.

Notarial Stamp or Seal

Signature of person taking acknowledgment

RETURN TO:
Public Works Department
1902 County Road B East
Maplewood Minnesota 55109

Document prepared by:
Maplewood Public Works
1902 County Road B East
Maplewood, Minnesota 55109

Tax statements for the real property described in this instrument should be sent to:

Maplewood City Clerk
1830 County Rd B East
Maplewood, MN 55109-1117

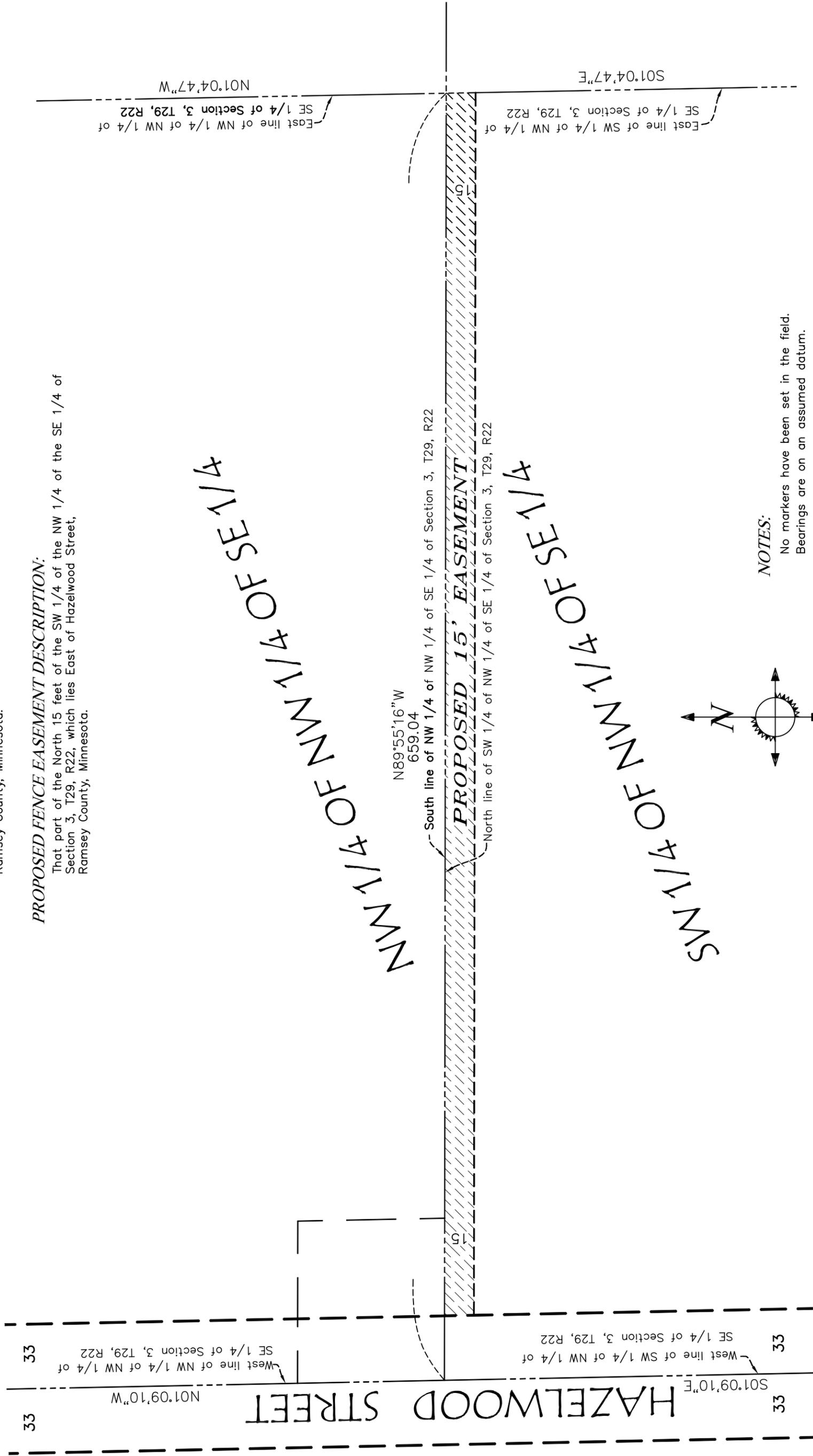
EASEMENT EXHIBIT FOR: AARON HOLM

DESCRIPTION:

A portion of the SW 1/4 of the NW 1/4 of the SE 1/4 of Section 3, T29, R22, Ramsey County, Minnesota.

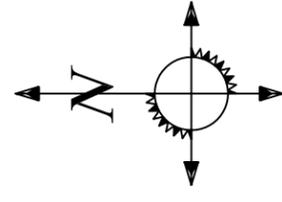
PROPOSED FENCE EASEMENT DESCRIPTION:

That part of the North 15 feet of the SW 1/4 of the NW 1/4 of the SE 1/4 of Section 3, T29, R22, which lies East of Hazelwood Street, Ramsey County, Minnesota.



NOTES:

No markers have been set in the field.
Bearings are on an assumed datum.



M&P
Associates
civil engineering • land surveying • site planning

1440 Arcade St. Suite 250
Saint Paul, MN 55106
Phone: 651-766-0112
Fax: 651-776-0206
E-mail: info@mpasso.com

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: June 7, 2011
SUBJECT: Approval of Ramsey County Fair Miscellaneous Permits

Introduction

Joe Fox, Ramsey County Fair Manager, has applied for Carnival, Noise Control Waiver and Fireworks permits for the Ramsey County Fair that will be held from July 13 through July 17, 2011. Below are the hours of operation:

July 13 and July 14 - 05:00 p.m. to 11:00 p.m.
July 15 and July 16 - 12:00 noon to 11:30 p.m.
July 17 - 12:00 noon to 9:30 p.m.

Music (live bands) will end by 11:30 p.m. Fireworks are scheduled to be held on Friday, July 15 subject to the approval of Fire Marshal Gervais

Ramsey County Fair Board has requested that the City waive the fees for the aforementioned permits, as has been prior council practice.

Recommendation

It is recommended that the City Council approve the request to have the fees waived for the aforementioned permits, as has been prior council practice.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Resolution Accepting A Donation to the Fire Department
from Residential Mortgage Group
DATE: June 9, 2011

INTRODUCTION

The fire department has received a donation from RMG (Residential Mortgage Group) and city council approval is required before this donation can be accepted.

BACKGROUND

RMG sent the fire department a \$100 check as part of their charitable donation program called "*Refer a friend*". *Build your community.*"

In the letter accompanying the donation, it was explained that when a mortgage is closed with RMG, a donation will be made to a local school, fire or police department on behalf of the client; and it is the client's choice which group will be the beneficiary of the donation. RMG instituted this program because it lets their clients directly improve the communities where they will be living. The company's goal is to donate at least \$200,000 to communities this year.

The clients who designated the Maplewood Fire Department for their \$100 donation in conjunction with their loan closing are Tom and Debbie Kivel of Shoreview.

RECOMMENDATION

I recommend that the city council approve to accept this \$100 donation and that the necessary budget adjustments be made so the funds can be expended by the fire department as needed.

RESOLUTION AUTHORIZING GIFT TO CITY

WHEREAS, Maplewood is AUTHORIZED to receive and accept grants, gifts and devices of real and personal property and maintain the same for the benefit of the citizens and pursuant to the donor's terms if so-prescribed, and;

WHEREAS, Tom and Debbie Kivel wish to grant the city of Maplewood the following: \$100.00, and;

WHEREAS, Tom and Debbie Kivel have instructed that the City will be required to use the aforementioned for: use by the fire department to directly improve the community, and;

WHEREAS, the city of Maplewood has agreed to use the subject of this resolution for the purposes and under the terms prescribed, and;

WHEREAS, the City agrees that it will accept the gift by a four-fifths majority of its governing body's membership pursuant to Minnesota Statute §465.03;

NOW, THEREFORE, BE IT RESOLVED, pursuant to Minnesota Statute §465.03, that the Maplewood City Council approves, receives and accepts the gift aforementioned and under such terms and conditions as may be requested or required.

The Maplewood City Council passed this resolution by four-fifths or more majority vote of its membership on _____, 20_____.

Signed:

Signed:

Witnessed:

(Signature)

(Signature)

(Signature)

Mayor
(Title)

Chief of Fire
(Title)

City Clerk
(Title)

(Date)

(Date)

(Date)

AGENDA REPORT

To: City Manager James Antonen
From: Chief of Police David J. Thomalla
Subject: Resolution Accepting Donation to Volunteers in Police Service From Qwest
Date: June 20, 2011

Introduction

The Volunteers in Police Service have again received a donation from the Qwest Foundation, and City Council approval is needed before this donation can be accepted.

Background

A member of the Police Department's Volunteers in Police Service program is an employee of Qwest, and the Qwest Foundation has again made a \$500 donation to Volunteers in Police Service in recognition of her volunteerism to her community as part of their Spirit of Service program. Their donation is based upon the number of hours of participation by their employee.

Qwest has stipulated that the funds from this donation be used only for the Volunteers in Police Service program and, to ensure fiscal responsibility, may monitor the expenditures made with this money.

Budget Impact

The necessary budget adjustments would have to be made to expend these funds for the stated purpose.

Recommendation

It is recommended that City Council approval be given to accept this donation from the Qwest Foundation for their employee's participation in the Maplewood Police Department Volunteers in Police Service program.

Action Required

Submit to the City Council for review and approval.

DJT:js

Attachment

RESOLUTION AUTHORIZING GIFT TO CITY

WHEREAS, Maplewood is AUTHORIZED to receive and accept grants, gifts and devices of real and personal property and maintain the same for the benefit of the citizens and pursuant to the donor’s terms if so-prescribed, and;

WHEREAS, the Qwest Foundation wishes to grant the City of Maplewood the following: \$500, and;

WHEREAS, the Qwest Foundation has instructed that the City will be required to use the aforementioned for: the Maplewood Police Department Volunteers in Police Service (VIPS) program, and;

WHEREAS, the City of Maplewood has agreed to use the subject of this resolution for the purposes and under the terms prescribed, and;

WHEREAS, the City agrees that it will accept the gift by a super majority of its governing body’s membership pursuant to Minnesota Statute §465.03;

NOW, THEREFORE, BE IT RESOLVED, pursuant to Minnesota Statute §465.03, that the Maplewood City Council approves, receives and accepts the gift aforementioned and under such terms and conditions as may be requested or required.

The Maplewood City Council passed this resolution by a super majority vote of its membership on _____, 20_____.

Signed:

Signed:

Witnessed:

(Signature)

(Signature)

(Signature)

Mayor
(Title)

Chief of Police
(Title)

City Clerk
(Title)

(Date)

(Date)

(Date)

MEMORANDUM

TO: City Council

FROM: James Antonen, City Manager

SUBJECT: Consider Adopting Resolution of Support for Tubman to Allow City as Fiscal Agent for State Bonding Proposal

DATE: June 21, 2011

INTRODUCTION/SUMMARY

On January 25, 2010 the city council approved a resolution of support for Tubman in securing state of Minnesota bonding for their project at the former St. Paul Monastery's building at Century Avenue and Larpenteur Avenue and further directing that the City Manager develop documents to approve the city as fiscal agent for Tubman in this endeavor.

Tubman staff is requesting that a similar resolution of support be approved by the city council for 2012.

The City staff have been working with Tubman Alliance to assist with the financial support for operations and improvement to the former Monastery location. Tubman is requesting state of Minnesota bonding to support their project to make necessary code, accessibility and security improvements to the former St. Paul Monastery's building at their Century Avenue – Larpenteur Avenue location. Their proposed project totals nearly \$6.6 million, with their bonding request at \$2.0 million toward this project.

State bonding is provided to only state agencies, so Tubman cannot receive the funds directly. That requires that a local government agency act as the fiscal agent. Tubman has requested that Maplewood, as the host city for their operations, act in this regard. It is proposed that the City Council adopt a resolution of support for acting as the fiscal agent for this project. The final details of the agreement between Tubman and Maplewood have not been finalized by Tubman's legal counsel or City Attorney Kantrud. That agreement will need to provide for minimal to no risk to the Maplewood tax payers for acting in this role.

It is recommended that the City Council adopt the attached resolution of support to be used for further considerations by the state legislature in considering Tubman's request for funds.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution of support for Tubman in securing state of Minnesota bonding for their project at the former St. Paul Monastery's building at Century Avenue and Larpenteur Avenue and further directing that the City Manager develop documents to approve the City as fiscal agent for Tubman in this endeavor.

RESOLUTION
Resolution of Support for Tubman
To Allow City as Fiscal Agent for State Bonding Proposal

WHEREAS, Tubman has received approval for a Regional Multi-Service Center and Learning Institute as a domestic violence shelter at the former St. Paul's Monastery at Century Avenue and Larpenteur Avenue, and

WHEREAS, Tubman is proposing nearly \$6.6 million in necessary code, accessibility and security improvements to the old Monastery building to facilitate this service center, and

WHEREAS, Tubman is requesting state bonding support through legislation to provide for up to \$2.0 million in financial support for this much needed facility, and

WHEREAS, the Maplewood City Council has previously expressed support for the services provided by Tubman for the citizens of our City and region, and

WHEREAS, Tubman requires that a local government agency act as the fiscal agent for any state funding provided for this type of facility.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, as follows:

1. Hereby acknowledges its support for Tubman's request for state funding for this important project and improvement, a further supports said legislation as introduced on behalf of Tubman in the 2012 legislative session.
2. Hereby directs the City Manager to prepare documents for Council approval such that the City of Maplewood will act as the fiscal agent for Tubman in receiving financial support from the State of Minnesota.

MEMORANDUM

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
Chuck Ahl, Assistant City Manager
SUBJECT: **Consideration of the Conditional Use Permit Annual Review for the St. Paul Regional Water Services Materials Recycling Operation**
LOCATION: County Road B West of I-35E
DATE: June 14, 2011

INTRODUCTION

The conditional use permit (CUP) for the St. Paul Regional Water Services Material Recycling Operation is due for its annual review.

BACKGROUND

November 27, 2006: The city council approved this CUP.

January 14, 2008: The city council reviewed this CUP and moved to review it again in one year.

September 14, 2009: The council heard complaints from the surrounding residents about all-hour hauling and the resulting noise, dust and general disturbance due to the "capping" of Sandy Lake. The council directed staff to meet with representatives of the neighborhood and the SPRWS to work toward an amicable resolution to the nuisances being experienced due to the dirt-hauling activities and to schedule a public hearing for October 12, 2009 for reconsideration of this CUP.

October 12, 2009: The city council reviewed this CUP again and amended the conditions of approval as follows:

1. The applicant shall comply with the site plan date-stamped October 6, 2006. All construction shall follow that approved site plan. The director of community development and parks may approve minor changes.
2. The paving of the driveway apron must be completed by November 15, 2009. The area to be paved shall be from County Road B a distance of 50 feet in.
3. The city council shall review this permit at the beginning of June 2010.
4. The applicant shall complete the restoration of the easterly slope to the pond by June 1, 2010 and shall apply erosion and sediment controls immediately, subject to city engineer requirements.

5. The annual materials-crushing operation shall be reviewed by staff to evaluate whether there were any problems or nuisances caused by this activity. The city council may prohibit any subsequent crushing activity if problems and complaints occur. The crushing operation shall be limited to Monday through Friday, 8 a.m. to 5 p.m. The applicant shall notify the abutting residents three days prior to commencing the periodic crushing operations.
6. The applicant must keep the site watered to control the dust.
7. All SPRWS vehicles shall enter and leave the site, via the County Road B driveway, to the west from Rice Street.
8. If there are complaints concerning the hauling or crushing operations, the applicant and those complaining shall attempt to resolve the problems via Dispute Resolution.
9. The temporary conditional use permit approved by the city council on September 14, 2009, shall end and the permanent amendment to the conditional use permit replaces and repeals the temporary CUP from September 14, 2009.

June 14, 2010: The city council reviewed the status of condition compliance for this project. The SPRWS was very close to the completion of the slope stabilization of the west side of the abutting pond. All the other required site work was completed. The council gave the applicant until the end of June 2010 to complete the slope stabilization and to provide the city engineer with a maintenance and management plan.

DISCUSSION

The applicant has completed all required work for this site. There have not been any complaints about the periodic operation of the materials recycling operation. Truck hauling has ended for the capping of Sandy Lake. Complaints about late truck noise have ended as well.

Staff feels that this CUP can now be reviewed only if the SPRWS proposed a change or if the city receives complaints.

RECOMMENDATION

Review the conditional use permit for the St. Paul Regional Water Services Material Recycling Operation at Sandy Lake only if a problem arises or if the applicant proposes a change to their operation.

REFERENCE INFORMATION

SITE DESCRIPTION

Site size: 8.5 acres (this is the northeast corner of a larger site totaling over 30 acres)

Existing land use: Undeveloped, but currently used as a storage site for recycled materials (dirt, concrete and bituminous) from watermain breaks for the SPRWS.

SURROUNDING LAND USES

North: Single dwellings and County Road B

South: Single dwellings

East: Undeveloped open space and the St. Paul Business Center West

West: The Soo Line Railroad, the Minnesota Waldorf School and the Harambee School

PLANNING

Land Use Plan designations: OS (open space)

Zoning: F (farm residential)

CODE REQUIREMENTS

Section 44-1092(1) of the city code requires a conditional use permit for public utility, public service or public building uses.

Section 44-1101(b) states that the city council may review a conditional use permit at any time. If the council decides to consider adding, dropping or changing conditions, the council shall follow the procedures in Section 44-1096 (public hearing requirement) for approving a new permit. The council shall not change conditions unless the conditional use no longer meets one of the standards in Section 44-1097 for approving a new permit.

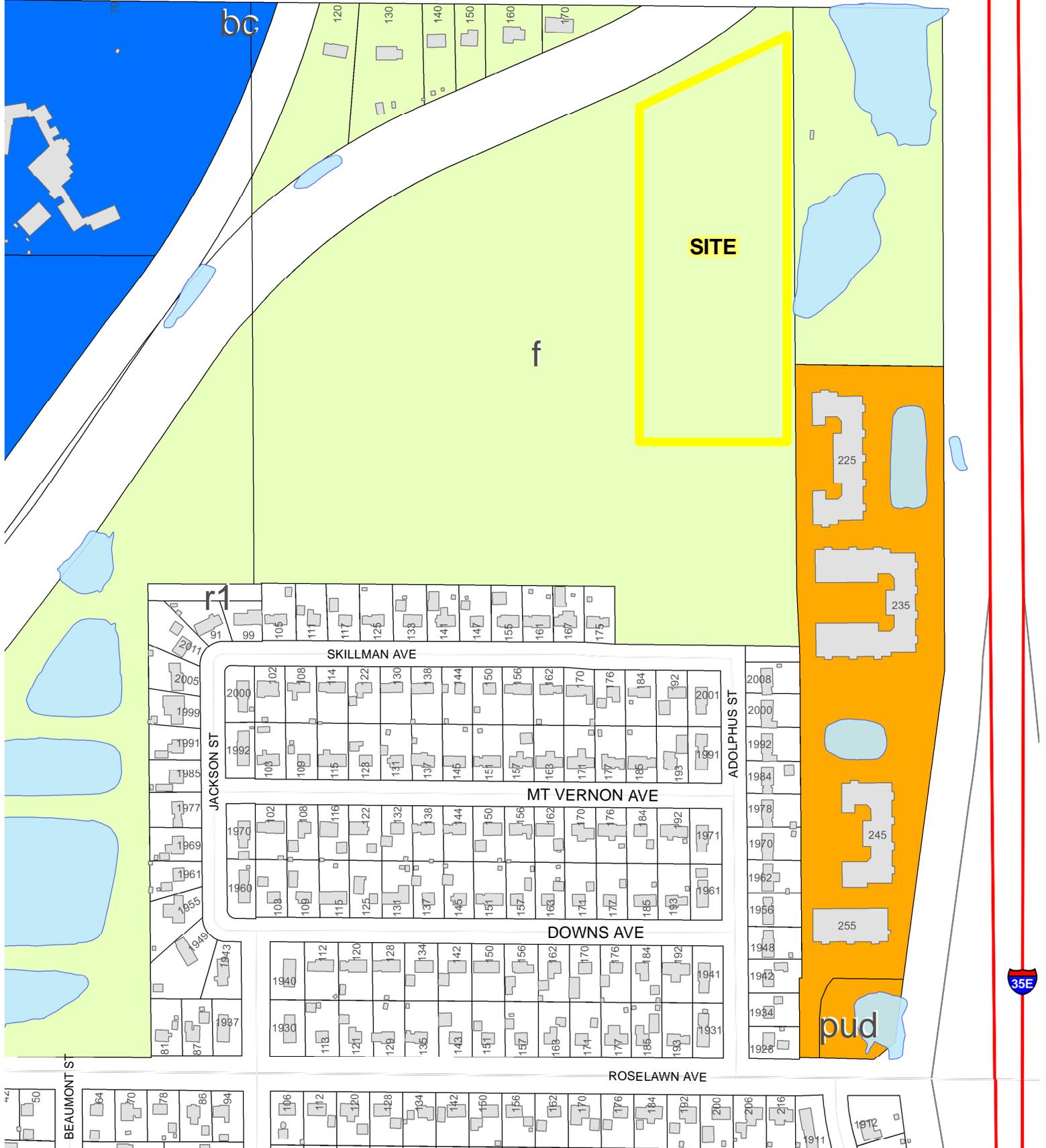
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Attachments:

1. Location/Zoning Map
2. Site Plan

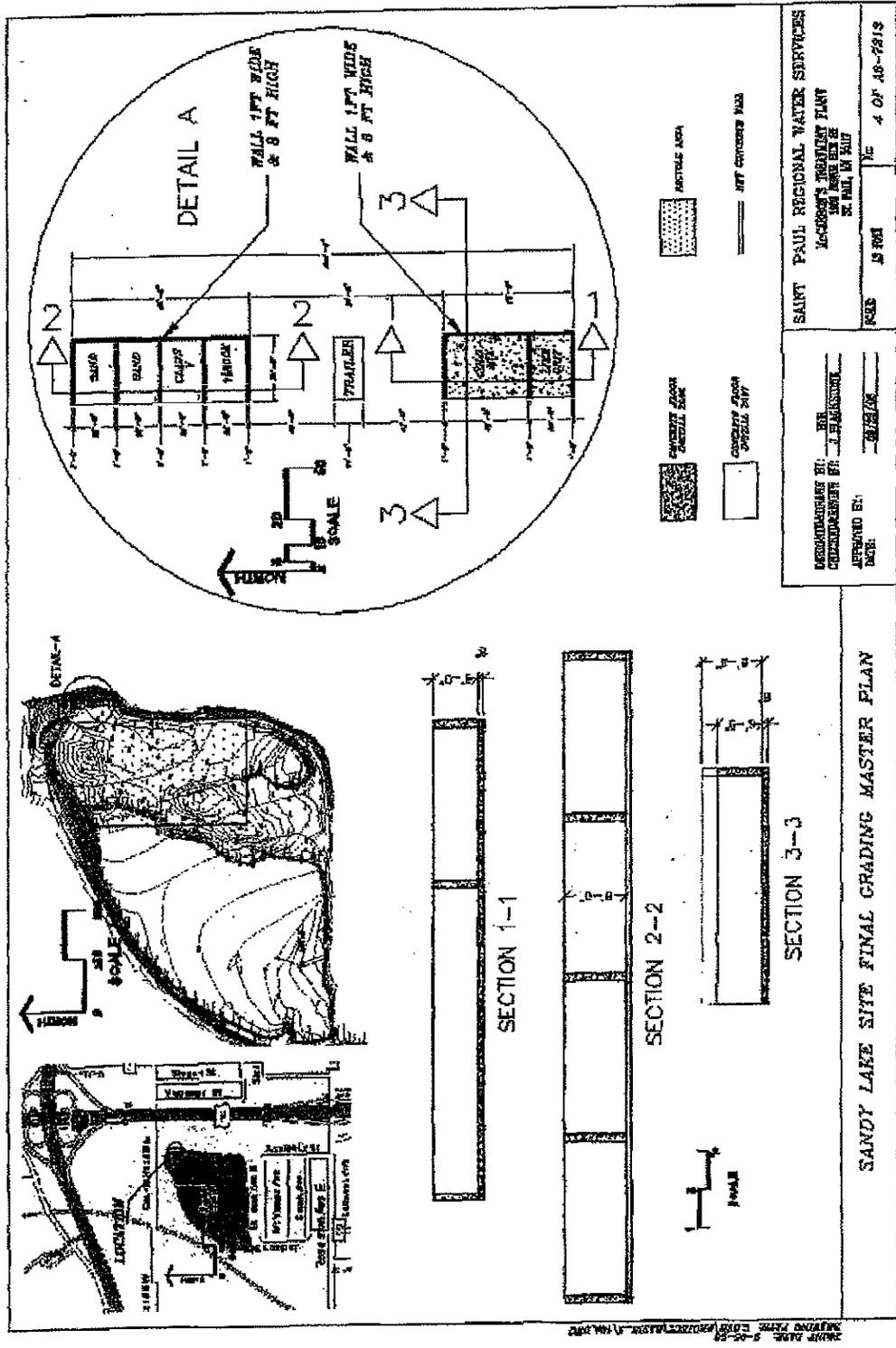


COUNTY ROAD B



Location & Zoning Map

Proposed Sand Lake Materials Storage And Crushing Site



SITE PLAN

MEMORANDUM

TO: James Antonen, City Manager
 FROM: David Fisher, Building Official
 Chuck Ahl, Assistant City Manager
**SUBJECT: Heritage Preservation Commission Ordinance Amendments –
 Consider Approval of the First Reading**
 DATE: June 20, 2011, for the June 27, 2011, City Council Meeting

INTRODUCTION

The Heritage Preservation Commission (HPC) Ordinance Amendments are being considered tonight for approval. This is the first reading. The purpose of these amendments is to clarify the criteria for reviewing applications of historical sites, landmarks and buildings. The goal is to obtain approval from the city council and resubmit the ordinance to the Minnesota State Historical Preservation Society Office (MSHPSO) for Certified Local Government Status (CLGS).

BACKGROUND

Over the past two years the HPC has been reviewing the HPC Ordinance so the city can achieve CLGS. The purpose of achieving CLGS is to strengthen existing local preservation programs and promote the development of new programs. Cities that have CLGS are eligible to apply annually for grants administered through the State Historical Preservation Society from a designated federal pass-through allocation.

The current HPC Ordinance was adopted by the city council on June 28, 2010. The HPC was established as an independent advisory commission to the city council. The HPC Ordinance was adopted to engage the city in a comprehensive program of historic preservation and promote the use and conservation of historic properties for the education, inspiration, pleasure and enrichment of the community.

DISCUSSION

The HPC Ordinance needs to be amended for the second time. The updated HPC Ordinance was submitted to the MSHPO in December of 2010. On February 8, 2011, the MSHPO replied to the submittal and found some items that were overlooked in the previous HPC Ordinance amendment.

The HPC Ordinance has been amended with the recommendations from the MSHPO. In Section 2-90(a) the word "Preservation" was added. In Section 2-93(e) 2,3,4,5,6,7,8,9,10,and11 language was added to clarify the standards and guidelines that are used when reviewing historic sites, properties or project permits.

RECOMMENDATIONS

1. Approve the first reading of the Heritage Preservation Commission Ordinance amendments.

P:\com-dev\HPC\ memo first reading June 27, 2011CCmeeting

Attachment: 1. Amendment Ordinance 905 Heritage Preservation Commission Ordinance

AMENDMENT ORDINANCE 905

THE HERITAGE PRESERVATION COMMISSION ORDINANCE

Section 1 This amendment revises Sections 2-87 to 2-91

DIVISION 4 HERITAGE PRESERVATION COMMISSION (“Commission”)

Section 2-87 Authority for Establishment

There is hereby established for the City a Heritage Preservation Commission as an independent commission to the City Council, as provided in Minnesota Statutes Annotated Sections 471.193 and 138.51.

Section 2-88 Statement of public policy and purpose

The City Council hereby declares as a matter of public policy that the protection, preservation, perpetuation and use of places, areas, buildings, structures and other objects having a special historical, community or aesthetic interest or value is a public necessity and is required in the interest of the people. The purpose of this Chapter is to:

- (a) Safeguard the cultural resources of the City by preserving sites, structures, districts and landmarks which reflect elements of the City's cultural, social, economic, political or architectural history;
- (b) Protect and enhance the City's attractions to residents and visitors;
- (c) Foster civic pride in the beauty and notable achievements of the past;
- (d) Enhance the visual and aesthetic character, diversity and interest of the City; and
- (e) Promote the use and preservation of historic sites and landmarks for the education and general welfare of the people of the City.

Section 2-89 Advisory body

All actions of the Commission shall be in the nature of recommendations to the City Council, and said Commission shall have no final authority with reference to any matters, except as the Council may lawfully delegate authority to it.

Section 2-90 Composition; Appointment; Qualifications; Terms

(a) The Heritage Preservation Commission shall be composed of seven (7) members appointed by the City Council, who shall be residents of the City, and shall be selected to assure that the Commission is representative of the various areas of the City and responsive to the needs of the people.

(b) Commission membership shall be drawn from persons with demonstrated interest and/or expertise in historic preservation. If available in the community, at least two members of the Commission shall be heritage preservation-related professionals (e.g. the professions of history,

architecture, architectural history, archeology, planning, real estate, design, building trades, landscape architecture, or law). A member of the Maplewood Heritage Preservation Commission is required to be a representative to the Ramsey County Historical Society. The City shall pay for the membership of the Commission or designee.

(c) The members of the Heritage Preservation Commission shall serve staggered terms. All appointments shall be assigned by the city council for a term of three years.

Section 2-91 Officers Generally

The chairperson and vice-chairperson of the Commission shall be elected by the Commission at the first meeting in ~~January~~ May of each year from among the members of the Commission. The Chairperson shall be responsible for calling and presiding over all meetings and shall be entitled to an equal vote with other members of the Commission. If the Chairperson is unable to attend a meeting, the vice-chairperson shall conduct the meeting.

Section 2-92 Designation of historic sites and landmarks

(a) Procedures: The City Council, upon the request of the Commission, may by resolution designate an historic site, landmark, or district. Prior to such designation, the city council shall hold a public hearing, notice of which shall be published at least ten (10) days prior to the date of the hearing. Notice of the hearing shall also be mailed to all owners of property which is proposed to be designated as an historic site, landmark or district and to all property owners within five hundred (500) feet of the boundary of the area to be designated. Every nomination shall be forwarded to the Minnesota Historical Society for review and comment within sixty (60) days of the Commission's request.

(b) Eligibility criteria: In considering the designation of any area, site, place, district, building or structure in the city as an historic site, landmark, or district the Commission shall consider the following factors with respect to eligibility:

- (1) Its character, interest or value as part of the history or cultural heritage of the City, the State or the United States;
- (2) Its association with persons or events that have made a significant contribution to the cultural heritage of the City;
- (3) Its potential to yield information important in history or prehistory;
- (4) Its embodiment of distinguishing characteristics of architectural type or style, or elements of design, detail materials or craftsmanship; and
- (5) Its unique location or singular physical appearance representing an established or familiar visual feature of a neighborhood or community of the City.

Section 2-93 Alterations to landmarks, sites or districts; review

(a) Review and recommendations generally: The Commission shall review and make recommendations to the Council concerning proposed alterations to an historic site, landmark or district.

(b) Land use permit: Every application for a land use permit which may result in the alteration of a designated historic site, landmark or district in the City shall be reviewed by the Commission; thereafter, the Commission shall make a recommendation and may recommend conditions regarding approval to the City Council concerning the proposed permit.

(c) Other building permits: The Commission shall review and make recommendations to the Council concerning the issuance of building permits to do any of the following in a historic district or State designated historic site:

- (1)** New construction – New building or new addition to an existing building
- (2)** Remodel – Alter, change or modify building or site
- (3)** Move a building – Building or structure moved into the city.
- (4)** Excavation – Dig out materials from the ground.
- (5)** Demolition – Destroy, remove or raze – completely tear down

(d) Factors considered: The Commission, upon receipt of the permit application and plans, shall determine if the work to be performed adversely affects the designated historic site, landmark or district. In determining whether or not there is an adverse effect to the historic site, landmark, or district the Commission shall consider the following factors:

(1) Whether the work will significantly alter the appearance of the building or structure so as to remove the features which distinguish the historic site, landmark or district as a significant cultural resource.

(2) Whether the use of the property will destroy, disturb or endanger a known or suspected archaeological feature site.

(e) Standards and guidelines: The Secretary of the Interior's Standards for the Treatment of Historic Properties (listed below) shall be required basis for permit review decisions.

1. The Comprehensive Plan adopted by the City shall be the authoritative guide to reviewing permits in relation to designated historic sites, landmarks and historic districts.
2. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
3. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
4. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
5. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
6. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

7. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
8. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
9. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
10. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
11. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(f) Appeals: Any party aggrieved by a decision of the Commission shall within ten (10) days of the Commission's action recommending denying the issuance of a building permit within a historic district have a right to appeal such decision to the City Council. The Commission in recommending denial of a building permit shall advise the applicant of his/her right to appeal to the City Council. The aggrieved party shall file with the Building Official a written notice requesting Council review of the action taken by the Commission.

Section 2-94 Maintenance of records and documents

The Commission shall conduct a continuing survey of cultural resources in the City which the Commission has reason to believe are or will be eligible for designation as historic sites, landmarks or districts. The Commission shall also prepare and maintain a Comprehensive map and survey.

(a) Register of Historic Sites and Landmarks: The City shall maintain a register of historic sites and landmarks.

(b) Repository for Documents: The office of the Building Official is designated as the repository for all studies, surveys, reports, programs, and designations of historic sites and landmarks.

Section 2-95 Violation

It shall be a misdemeanor to alter, disturb, deface or materially change the appearance or use of a designated historic site, landmark, or district without a permit.

This Heritage Preservation Commission recommended approval of this ordinance.

This ordinance shall take effect after publishing in the official newspaper. The Maplewood City Council approved this ordinance.

Will Rossbach, Mayor

Attest:

Karen Guilfoile, City Clerk

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/ Dep. Public Works Director
SUBJECT: **Gladstone Area Redevelopment Improvements, City Project 04-21, Assessment Hearing, 7:00 pm – Continued from May 23, 2011 – To be Continued to July 11, 2011**
DATE: June 21, 2011

INTRODUCTION

The assessment hearing was scheduled for May 23, 2011 at 7:00pm, continued to June 27th, 2011, and is again being recommended for continuance to July 11th, 2011. An assessment notice was sent to both the land owner (Rand Corporation) and developer (Maplewood Senior Living, LLC) previously. The council will consider continuing these actions as stated in the staff recommendation.

BACKGROUND/DISCUSSION

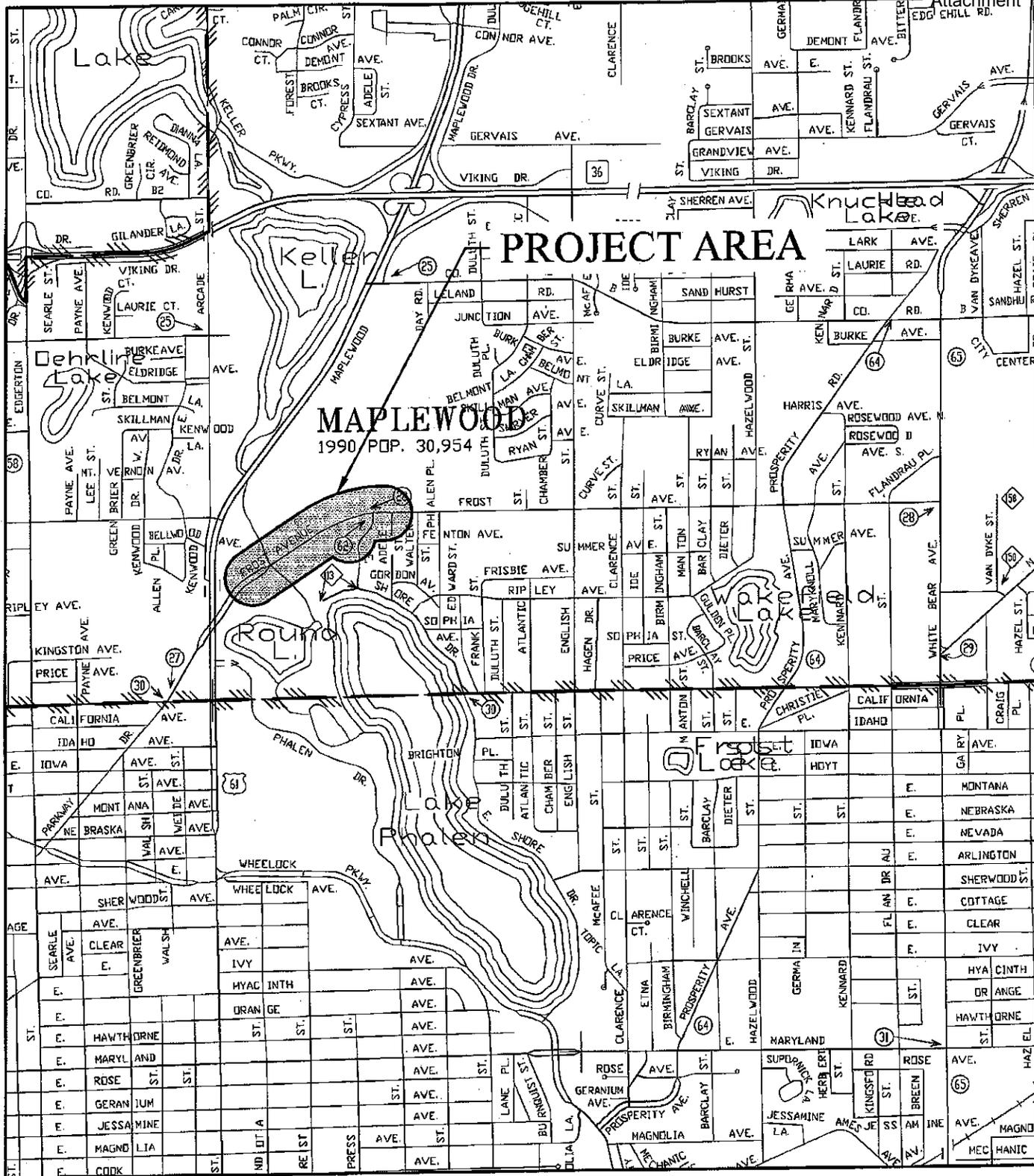
Staff is continuing to work with Maplewood Senior Living, LLC to coordinate the proposed development with the city's public infrastructure improvements. Additional time is needed to complete the various coordination activities and it would be beneficial to delay the assessment hearing until the July 11, 2011 council meeting.

RECOMMENDATION

It is recommended that the city council continue the assessment hearing for the project to the July 11, 2011 council meeting.

Attachments:

1. Location Map



K:\TWC_Civil\City\MAPLEWOOD\GLADSTONE\EXHIBITS\FEASIBILITY\GLADSTONE_EXH-01.dwg May 29, 2009 - 12:41pm



City of Maplewood, Minnesota
 Department of Public Works
 Engineering Division



Kimley-Horn
 and Associates, Inc.

2500 UNIVERSITY AVE. WEST, SUITE 340N
 ST. PAUL, MINNESOTA 55114
 TEL. NO. (651) 645-4107
 FAX. NO. (651) 645-5106



GLADSTONE AREA REDEVELOPMENT
 PHASE I
 CITY PROJECT 04-21
 LOCATION MAP
 EXHIBIT 1

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Kummer, Civil Engineer II
SUBJECT: NPDES Phase II Permit Annual Report, Public Hearing - 7:00 pm
DATE: June 14, 2011

INTRODUCTION

As part of Maplewood's National Pollutant Discharge Elimination System (NPDES) permit, the City of Maplewood is required to prepare an annual report detailing the progress made in the previous year toward satisfying the requirements of the permit. Part of this process is soliciting public comment. A minimum 30-day comment period and formal public hearing is required as part of updating the permit. The Council will hold a public hearing for the City's permit at their June 27, 2011 regular meeting.

BACKGROUND

A 1987 amendment to the federal Clean Water Act required implementation of a two-phase comprehensive national program to address pollution from stormwater runoff. This program was named the National Pollutant Discharge Elimination System (NPDES). Since 1991, NPDES Phase I regulated cities with populations of 100,000 or more. NPDES Phase II took effect in 2003, regulating cities with populations of 10,000 or more. Maplewood was among a group of approximately 220 cities in Minnesota affected by NPDES Phase II.

The State of Minnesota regulates the disposal of stormwater by a State Disposal System (SDS) permit. The Minnesota Pollution Control Agency (MPCA) administers both NPDES and SDS permits in Minnesota. In turn, the MPCA regulates cities and other public entities through its Municipal Separate Storm Sewer System (MS4) permit. In 2006, the city submitted its permit application to the MPCA. The permit cycle runs five years with the next issuance of the permit scheduled for January 2012.

The permit application requires the city to develop a Storm Water Pollution Prevention Plan (SWPPP). The MPCA has established six minimum control measures the SWPPP must address. They are:

- Public Education and Outreach
- Public Participation and Involvement
- Illicit Discharge, Detection and Elimination
- Construction Site Storm Water Runoff Control
- Post-Construction Storm Water Management
- Pollution Prevention and Good Housekeeping

Maplewood's SWPPP defines the Best Management Practices (BMPs) the city intends to use to minimize pollution from stormwater runoff for each of the six minimum control measures.

DISCUSSION

The City's SWPPP has been available for public viewing at the Public Works Department front Counter and is also posted on the City's website under the Stormwater page. An advertisement for the public hearing and the Plan viewing was first posted on May 25, 2011 in anticipation of the 30-day public comment period. Thus far, the City has received one comment from City of North Saint Paul resident John Schmall, who owns property abutting Casey Lake. The question was regarding the ownership and maintenance of an outlet control structure from a connecting wetland.

Staff has prepared a draft of the City's annual report, will make a short presentation on the SWPPP, and will report on progress made toward the permit goals in 2010. City staff also presented before the Environment and Natural Resources Commission on June 20, 2011 and will present those comments with the presentation. Following the presentation, City Council will hold a formal public hearing on the plan.

When all comments have been received, staff will address those comments, incorporate the comments and then finalize the report for submittal to the MPCA.

RECOMMENDATION

Staff recommends that following the presentation on the City's SWPPP and NPDES permit annual report that the City Council open the floor to public comment. When all public comments have been addressed and incorporated into the report, the report will be finalized. At that point, the report and executive summary will be submitted to MPCA. The deadline for the annual report is June 30, 2011.

Attachments

1. Full Maplewood SWPPP can be viewed at www.ci.maplewood.mn.us/stormwater

MEMORANDUM

TO: Jim Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: **Consider Approval of First Reading – Chicken Ordinance**
DATE: June 21, 2011, for the June 27 City Council Meeting

INTRODUCTION

Urban communities throughout the country are considering allowing chickens in residential areas as a way of promoting urban agriculture and sustainability. There has been an interest by some Maplewood residents and the Environmental and Natural Resources (ENR) Commission to allow chickens in Maplewood for this purpose as well. Maplewood's zoning code prohibits the raising or handling of poultry (including chickens) in all single dwelling residential zoning districts.

BACKGROUND**ENR Commission Drafts Chicken Ordinance**

In October 2009 the ENR Commission began to review the feasibility of allowing chickens in residential zoning districts as a means of promoting more sustainable food products. Since that time the Commission has reviewed comments from residents, the Maplewood Animal Control Officer, Chief of Police, and Health Officer in regard to this matter. Staff has also conducted and presented research on other cities in the metropolitan area that have developed chicken ordinances.

The comments received reflected both positive and negative impacts due to the raising of chickens in residential areas. Positive impacts include homeowners producing their own organic eggs and using the manure for garden fertilizer. The main negative impacts outlined by the Animal Control Officer, Chief of Police, and Health Officer were possible nuisance complaints from neighbors and the time and costs associated with enforcement of such an ordinance.

After review of the research and comments, the ENR Commission recommended approval of a draft chicken ordinance on July 19, 2010. The ordinance would allow up to ten chickens on a residential lot of any size with a permit. The permit can only be approved if at least 75 percent of the property owners within 150 feet consent to the permit. The ENR Commission attempted to address all of the possible negative impacts of raising chickens in residential areas with regulations such as prohibiting roosters (noise impacts), requiring chickens to be housed in chicken coops located in the back or side yard, requiring chickens to be contained in a fenced area, requiring chickens to be banded for identification in the event they get loose, and prohibiting the slaughtering of chickens on the property.

Planning Commission Reviews Chicken Ordinance

In August and September 2010 the Planning Commission reviewed the chicken ordinance (Attachment 1 and 2). Several issues were raised by the Commission during the review including concerns about lot size, requirements for 100 percent of the neighbors to approve of a

permit, permit cost, and chicken coop and run placement. The Planning Commission ultimately recommended denial of the ordinance by a vote of four to three, with some of the commissioners who voted against the ordinance indicating they would be more supportive if additional protections were built in for surrounding residential properties such as requiring larger lots for the keeping of chickens.

City Council Reviews Chicken Ordinance

On March 7, 2011, the City Council held a workshop to discuss the proposed chicken ordinance (Attachment 3). Following is a summary of their discussion and staff comments:

1. Comment: What would Hillcrest Animal Hospital do with an unclaimed chicken?

Response: By law the city is required to hold a domestic animal for seven days. After those seven days, the animal becomes the property of the Hillcrest Animal Hospital, as outlined in the city's animal boarding contract with Hillcrest. Hillcrest Animal Hospital attempts to find homes for animals that are unclaimed. However, if they are unable to find a home for an animal they do euthanize animals. That would cost the city an additional \$58 on top of drop off and boarding fees. There was discussion among the City Council that it would be easy for Hillcrest Animal Hospital to find a new home for chickens if they are still producing eggs.

2. What if a neighbor signs a petition, and then determines after the fact that it is a nuisance and no longer wants the chickens next to their property?

Response: The requirement is for the property owner to obtain a yearly permit. The city could notify the adjoining property owners prior to issuance of a yearly permit to determine if there are any complaints. However, staff does not recommend that a yearly permit require the same neighborhood petition. Property owners must invest in a chicken coop, fencing, and chickens prior to the issuance of the first permit. It would not be fair to pull that permit and take away a property owner's investment because a new neighbor did not support the use. The permit should be reissued if there are no ongoing nuisance issues.

3. Ten chickens on any size lot may not be fair. The city should look into allowing chickens based on a sliding scale depending on lot size.

Response: The City of Minneapolis allows chickens in residential zoning with a permit. The permit allows a maximum of 25 chickens, which is determined by a chicken per square foot calculation.

During the workshop a majority of the City Council expressed support for allowing chickens in residential zoning districts. The City Council requested that staff bring the ordinance back before the ENR Commission for final review and recommendation.

ENR Commission Final Recommendation

During the April and May 2011 ENR Commission meetings, the Commission reviewed the Planning Commission recommendation and City Council comments on the draft chicken ordinance. To address the remaining issues and concerns regarding the ordinance, the ENR Commission made changes to the ordinance based on the "Recommendations for Municipal

Regulation of Urban Chickens" document, which has been endorsed by the Humane Society (Attachment 4). Following is a summary of ENR Commission's final changes based on this review:

1. New construction requirements for the chicken coop, run, and yard.
2. Added a definition for exercise yard.
3. Modified the definition of a run.
4. Modified the definition of chicken coop.
5. Added a requirement for the disposal of dead birds.

These changes should address two issues: Establish space requirements on a "per chicken" basis that will result in the "sliding scale" of birds per lot size discussed by the City Council, while also ensuring humane conditions for the chickens. The maximum number of ten chickens is still being proposed, but the space requirements may prohibit some very small residential lots from accommodating the coop, run and/or exercise yard for the maximum number of chickens.

DISCUSSION

Summary of Chicken Ordinance

- Up to ten hens (no roosters) allowed in all single dwelling residential districts with a yearly permit.
- Initial permit must be approved by 75 percent of the property owners within 150 feet of the property.
- Permit fee to be approved by City Council by ordinance.
- Slaughtering of chickens on the property is prohibited.
- Leg banding of all chickens is required. The bands must identify the owner and the owner's address and telephone number.
- A separate coop is required to house the chickens. Coop must be located in the rear or side yard and be setback at least five feet from the property lines.
- All premises on which hens are kept or maintained shall be kept clean from filth, garbage, and any substances which attract rodents. The coop and its surrounding must be cleaned frequently enough to control odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property.
- All grain and food stored for the use of the hens on a premise with a chicken permit shall be kept in a rodent proof container.
- Dead chickens must be disposed of according to the Minnesota Board of Animal Health rules which require chicken carcasses to be disposed of as soon as possible after death, usually within 48 to 72 hours. Legal forms of chicken carcass disposal include burial off-site incineration or rendering, or composting.

Sampling of Cities Which Permit Chickens in Residential Districts

1. Minneapolis

- Permit requirements:
 - Fee- \$50 (first year) and \$30 (any renewals)
 - Map showing chicken coop location in the yard
 - Up to 25 chickens are allowed, determined by a chicken/square foot calculation

- Permit must be approved by at least 80 percent of neighbors within 100 feet of the property
- Chickens are allowed in garages
- Roosters are prohibited
- Inspection: required before issuing permit and renewal
- The city has not received any complaints about loose chickens

2. St. Paul

- Permit requirements:
 - Fee- \$25 (first year) and \$15 (any renewals)
 - Fee increases if a household has four or more chickens-\$72
 - Map showing location of chicken coop in the yard
 - No maximum number of chickens is specified in the St. Paul ordinance
 - Permit must be approved by at least 75 percent of neighbors within 150 feet of the property
 - Chickens are allowed in garages
 - Rodent proof food containers are required
- Impounding costs:
 - Initially: \$55
 - Additional days: \$18 per day
- 5 complaints a week—households that own chickens but do not have a permit

3. Oakdale:

- Permit requirements:
 - Permit must be approved by at least 75 percent of neighbors within 150 feet of the property
 - No maximum number of chickens is specified in the Oakdale ordinance
- Inspection: required before issuing permit
- The city has not received any complaints about loose chickens.
- Currently the City of Oakdale only has one permit issued for chickens.

4. Shoreview:

- Permit requirements:
 - Fee- \$30
 - Up to four chickens are allowed on residential property of two acres in size or less.
 - More than four chickens are allowed on residential property greater than two acres in size
 - Map showing location of chicken coop in the yard
 - Roosters are prohibited
 - Slaughtering of chickens is prohibited
- Inspection: required before issuing permit and renewal

5. Burnsville:

- Permit requirements:
 - Fee- \$50
 - Up to four chickens are allowed on residential property
 - Map showing location of chicken coop in yard
 - Chickens are not allowed to be stored inside garages or attached structures to homes.

- The city provides leg bands for the chickens to be identified if a chicken goes missing.
- Chickens must be fenced

6. Rosemount:

- Permit requirements:
 - Up to three chickens allowed on a residential property, no permit required
 - License is required in order to have chickens and is issued on an annual basis.
 - Residents must be informed of the proposed chicken coop
 - Rodent proof food containers are required.
 - Map showing location of chicken coop in yard
 - The chicken coop must be 75 feet from any other residential structure and ten feet from the property line.
 - The chickens must be raised in a manner not to cause injury or annoyance to persons on other property in the vicinity by reason of noise, odor, or filth.
- Inspection: required before issuing a license
- A chicken may be humanely euthanized or sold after it has been impounded for a violation of the ordinance and no owner has claimed the chicken within five business days.

Chicken Permit Application Process

Following is a summary of the proposed chicken permit application process:

Initial Chicken Permit

1. Applicant would submit chicken permit application to the Community Development Department. Environmental Planner and/or City Planners would process permit: verify requirements of permit application are met including zoning, neighbor petition, site plan and fee. Community Development Department would sign off on permit and request inspection by Animal Control Officer. Time commitment – 1 to 4 hours.
2. Animal Control Officer would inspect the property to verify requirements of permit including chicken coop and fence location. Animal Control Officer would sign off on permit and request the Licensing Specialist process permit. Time commitment – 1 hour.
3. Licensing Specialist would issue permit and leg bands to applicant. Time commitment – 1 hour.

Overall Staff Time – 3 to 6 hours.

Chicken Permit Renewal

1. Licensing Specialist would send renewal notice letter to applicant. Applicant would submit renewal application to Licensing Specialist. Licensing Specialist would process permit: verify requirements of renewal are met including application and fee. Licensing Specialist would forward renewal application to Community Development Department. Time commitment – ½ hour.

2. Environmental Planner and/or City Planners would verify that there were no outstanding issues with the raising of chickens on the property throughout the year. Community Development Department would sign off on renewal application and forward to Licensing Specialist. Time commitment – 1 hour.
3. Licensing Specialist would issue permit and new leg bands if necessary. Time commitment – ½ hour.

Overall Staff Time – 2 hours.

Permit Fee

To estimate the cost of issuing a chicken permit, staff used average hourly salaries of those staff involved in the process as follows:

1. Initial chicken permit - \$95 to \$165.
2. Chicken renewal permit - \$60.

More specifics on costs and a recommendation on a permit fee will be presented to the City Council during the second reading of the chicken ordinance.

Chicken Ordinance Enforcement

The chicken ordinance would be enforced similar to all other ordinances which require various staff expertise. The city's code enforcement officer (currently handled by the Building Official) would receive the initial complaint and work with the appropriate department and staff to resolve the complaint. As an example, the following scenarios would dictate different staff positions to become involved in enforcement of the chicken ordinance:

1. Raising of chickens without a permit – Community Development Department.
2. Complaints about chickens on properties with a permit:
 - a. Unsanitary or Inhumane Conditions – Health Officer or Animal Control Officer
 - b. Chicken Coop Setback, Etc. – Community Development Department
3. Stray chicken – Animal Control Officer.

Resident Comments

The June 2011 edition of Maplewood Seasons focused on Maplewood's local foods movement. One of the articles included in the Seasons spotlighted the proposed chicken ordinance. Since the publication of the article, city staff has received five e-mails supporting the ordinance (Attachment 5).

Police Department Review

Police Chief Thomalla has reviewed the draft chicken ordinance and has submitted a memorandum identifying concerns regarding the ordinance (Attachment 6). In summary, Chief

Thomalla expresses concern over the requirement for only 75 percent neighborhood consent, rather than 100 percent; costs associated with impounding stray chickens; and the amount of staff time that might be required to issue and enforce chicken permits.

RECOMMENDATION

Adopt the first reading of the attached chicken ordinance (Attachment 7). This ordinance revises portions of the Zoning Code and adds language to the Animal Chapter to allow for the raising of chickens in single dwelling residential districts with a permit.

Attachments:

1. August 17, 2010, Planning Commission Minutes
2. September 2010 Planning Commission Minutes
3. March 7, 2011, City Council Workshop
4. Recommendations for Municipal Regulation of Urban Chickens, 2010
5. Resident Comments
6. June 22, 2011, Memorandum from David J. Thomalla, Chief of Police
7. Draft Chicken Ordinance

**MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, AUGUST 17, 2010
(PARTIAL MINUTES)**

1. CALL TO ORDER

Chairperson Fischer called the meeting to order at 7:00 p.m.

2. ROLL CALL

Commissioner Al Bierbaum	Present
Commissioner Joseph Boeser	Present
Vice-Chairperson Tushar Desai	Present
Chairperson Lorraine Fischer	Present
Commissioner Robert Martin	Absent
Commissioner Tanya Nuss	Present
Commissioner Gary Pearson	Present
Commissioner Dale Tripler	Present
Commissioner Jeremy Yarwood	Absent

Staff Present: Tom Ekstrand, Senior Planner; Shann Finwall, Environmental Planner

6. NEW BUSINESS

a. Ordinance Review to Consider Allowing the Keeping of Chickens in Residential Areas

Shann Finwall, Environmental Planner, and Melissa Weigant, Community Development Intern, presented the proposed ordinance that has been under development by the environmental and natural resources commission (ENR) since October 2009. The purpose of the ordinance is to promote urban agriculture and sustainability. Current zoning code prohibits the raising of poultry in all zoning districts.

In the development of the ordinance, the ENR researched the ordinances of six other cities that allow chickens to be kept in residential areas; these cities are: Minneapolis, Saint Paul, Shoreview, Rosemount, Oakdale and Burnsville. The ENR also spoke with health experts as well as citizens who either own or have owned chickens at their residence.

The ENR recommended approval of this ordinance on July 19, 2010. The proposed ordinance carries the following restrictions:

1. Up to 10 chickens would be allowed on any size lot with a permit.
2. Applicant must have approval of 75% of home owners within 150 feet of the applicant's property.

August 17, 2010
Planning Commission Meeting Minutes

**MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, SEPTEMBER 21, 2010
(PARTIAL MINUTES)**

1. CALL TO ORDER

Chairperson Fischer called the meeting to order at 7:00 p.m.

2. ROLL CALL

Commissioner Al Bierbaum	Present
Commissioner Joseph Boeser	Absent
Vice-Chairperson Tushar Desai	Present
Chairperson Lorraine Fischer	Present
Commissioner Robert Martin	Present (Arrived at 7:07)
Commissioner Tanya Nuss	Present (Arrived at 7:05)
Commissioner Gary Pearson	Present
Commissioner Dale Tripler	Present
Commissioner Jeremy Yarwood	Absent

Staff Present: Tom Ekstrand, Senior Planner
Shann Finwall, Environmental Planner

UNFINISHED BUSINESS**a. Ordinance Review to Consider Allowing the Keeping of Chickens in Residential Areas (heard out of order)**

Ms. Finwall presented the revised ordinance and led the discussion. Ms. Finwall addressed the Planning Commission's previous concerns from their August 17, 2010 meeting from that meeting. Additional questions and concerns were discussed.

Mr. Ekstrand requested a recommendation from the Planning Commission. Ms. Finwall explained that this ordinance requires review by the Planning Commission because it involves the City's zoning code. The Planning Commission is being asked to review it from the perspective of if it is an appropriate use of residential land and if it is in the best interest of the health and safety of the public.

Commissioner Tripler moved that the Planning Commission recommend that the City Council not move forward with this ordinance.

Commissioner Pearson seconded the motion.

Ayes 4 (Bierbaum, Desai, Pearson and Tripler); Nays 3 (Fischer, Martin, Nuss)

Motion carries.

Chair Fischer and Commissioner Nuss explained that, although they voted against the motion, they do not necessarily support the ordinance as is it currently written.

Ms. Finwall has not yet scheduled this ordinance to go before the City Council.

September 21, 2010
Planning Commission Meeting Minutes

3. No roosters can be kept.
4. Chickens must be kept in a separate coop; no chickens may be kept in human-use buildings, including garages, etc.
5. Leg banding is required as a means of identifying ownership of each chicken
6. Slaughtering of chickens is prohibited.

Additional application requirements are also included in the ordinance.

The following questions/issues were raised and discussed:

1. Allergies among neighbors
2. Make the ordinance specific in requiring chickens to be kept in the back yard
3. All adjacent neighbors must approve
4. Cost to the city/tax payers versus permit fees:
 - Commissioner Trippler noted that, as the ENR was developing the ordinance, it was always stressed that it should not cost the tax payers to allow people to have chickens, yet, while the costs to process would be approximately \$115, the ENR commission is recommending a fee of \$50. The ordinance does not actually state what the fees would be.
5. Assess fees per chicken like it is for dogs.
6. How will the ordinance be policed?
7. What are the requirements for dealing with feces and deceased chickens? How will that be regulated?
8. What are the set backs for the location of the coops?
9. Some questioned the “sustainability” of keeping only hens.
10. Concern that allowing chickens will lead to residents wanting to keep other types of livestock.

Ms. Finwall made the following clarifications:

1. The ordinance would be policed the same as any other animal ordinance. Leg bands are intended to reduce the cost of boarding stray chickens. Slaughtering can be done by an outside company with the chicken is no longer producing eggs. Similar to the policing of other ordinances, policing would be done based on complaints received.
2. Portable chicken coops are quite innovative and a practical way to keep them, so the ordinance allows for the use of these portable coops; therefore, there are no specific setbacks included.
3. ENR heard from people have concerns about the eggs they are buying in the store. They are people who prefer to grown their own food on their own property. Ms. Finwall believes this ordinance will be used only by people who know what they are getting into. Sustainable agriculture is also preferred by a large part of the immigrant cultures.

Commission members agreed to review and consider the ordinance again if the following changes are made:

1. Include language to address the handling of feces and deceased chickens.
2. Include specific language on how the ordinance will be policed.
3. Define “officer” to distinguish between animal control and police.

August 17, 2010
Planning Commission Meeting Minutes

4. Add the word "live" to references of keeping chickens.
5. Require the approval of 100% of adjacent neighbors.
6. Require the approval of neighbors as part of the annual permit renewal.
7. Increase the distance for neighbor approval to 300 feet.
8. Limit the number of chickens based on the lot size using a ratio of chickens to area.
9. Establish set-backs.
10. Address disposal of a deceased chicken and the waste.
11. Make the fees strong enough to make people serious about doing it.
12. Require rodent-proof coops.

A guest raised concerns about the city being at risk for law suits filed due to incidents that occur with chickens. Commissioner Boeser recommended that the liability issue be investigated.

The ENR will modify the ordinance as discussed and present this updated ordinance to the Planning Commission at a future meeting.

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
5:15 p.m., Monday, March 7, 2011
Council Chambers, City Hall
(PARTIAL MINUTES)

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 5:15 p.m. by Mayor Rossbach.

B. ROLL CALL

Will Rossbach, Mayor	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present
James Llanas, Councilmember	Present until 6:45 p.m.
John Nephew, Councilmember	Present

C. APPROVAL OF AGENDA

Mayor Rossbach requested that the agenda items be renumbered after adding a new D1. Discussion of Visitor Presentations.

Councilmember Nephew moved to approve the agenda as amended.

Seconded by Councilmember Koppen. Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

1. Chicken Ordinance Update

- a. Environmental Planner, Shann Finwall gave the update on the Chicken Ordinance and answered questions of the council.
- b. Environmental and Natural Resources Commission Member, Ginny Yingling addressed the council regarding the Chicken Ordinance.
- c. Maplewood Police Chief, Dave Thomalla answered questions of the council.
- d. City Attorney, Alan Kantrud answered questions of the council.

E. NEW BUSINESS

None.

F. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 7:39 p.m.

RECOMMENDATIONS FOR MUNICIPAL REGULATION OF URBAN CHICKENS

For distribution to public and permit applicants

**BASIC CHICKEN CARE INSTRUCTIONS (pages 2-8)
REQUIREMENTS FOR KEEPING CHICKENS (page 9)**

**Mary Britton Clouse
Chicken Run Rescue
2010**

Endorsed by
[Chicken Run Rescue](#)
[Eastern Shore Sanctuary and Education Center](#)
[Farm Sanctuary](#)
[The Humane Society of the United States](#)
[Sunnyskies Bird and Animal Sanctuary](#)
[United Poultry Concerns](#)
[Woodstock Farm Animal Sanctuary](#)

BASIC CHICKEN CARE INSTRUCTIONS

CONSIDERATIONS BEFORE ACQUIRING A CHICKEN

Lifespan

- Chickens can live as long as a dog or cat— up to 14 years or longer.
- Egg laying for a hen generally starts at 6 months old, peaks at 18 months and declines with age.

Cost

- Start-Up costs for coop, maintenance, tools, cleaning equipment, heating / cooling appliances, dishes, nets, food storage, scale, fencing, security locks, lighting, motion detectors, monitors, cameras, permit application (\$2-3,000)
- Annual supplies per bird for food, bedding, nutritional supplements, hygiene supplies, permit fee, utilities (\$300)
- Vet care per bird per service (office exam \$66, fecal test \$28, plus other services as needed for illness or injury). Are you able to provide the birds with proper veterinary care needed?

Time

- Average 1 hour per bird per day minimum for cleaning, parasite control, grooming, physical exam, travel time to purchase supplies, construction, repair, medication, feeding, supervise free time out of pen.
- Chickens need to be tended to twice daily. Will you have a person ready to substitute for you when you have reason to be absent?

Space

At least a 6 ft x 12ft x 6 ft high space in a yard is needed for a coop and pen for 4 birds, in addition to a larger fenced area for regular exercise.

Location

Coop and pen should be located in an area that provides shade, direct sunlight, good drainage and protection from prevailing winds and will not present a problem to neighbors.

Uninvited guests

Chickens will attract bird-mites and lice, mice, yard birds, squirrels, raccoons, dogs, coyotes, fox, mink, opossum, rats, owls, bobcats, hawks, snakes, weasels, ferrets, fishers, martens and humans.

ACQUIRING A CHICKEN: ADOPTION OR PURCHASE/BREEDING?

The recent interest in having chickens has overwhelmed animal rescue organizations with inquiries from people wanting to give up unwanted chickens. As with all other animals surrendered to shelters, rescue organizations cannot help them all. There are never enough homes for displaced animals, so adoption of birds who need homes is always the kindest choice. Instead of purchasing from a breeder or hatchery.

Adoption- By adopting from a rescue organization or a private individual, you can know what to expect with regard to the bird's health, sex, behavior and personality. Reputable rescue organizations can provide advice on selecting the right bird and care information, and they generally have a generous return policy to insure that bird will be happy, compatible and well cared for.

Purchase/breeding- The identification of the sex of chicks by feed stores, breeders and hatcheries is often wrong and not apparent until the bird is 6 months old. 50% of the chicks hatched are roosters who are killed or otherwise discarded of as waste. Newborn chicks shipped through the postal service are deprived of their mothers, warmth and food. The younger the birds, the more fragile and difficult they are to care for.

HEALTHY BIRD CHECKLIST

Eyes: clear, clean, wide open, alert

Face / comb / wattle: clean, soft, blemish free, healthy deep red indicating good blood supply, (some faces are not red)

Posture: head erect, good balance, stands or perches on both feet on extended legs, good grip on perch, facing activity

Odor: none or slightly fermented hay

Beak / nostrils: clean, uniform, shiny and solid

Legs / feet: clean, shiny, uniform scales and nails; foot bottom soft and blemish-free; legs and toes straight and functional

Feathers; clean, bright, shiny, smooth or fluffy; free of mites or lice

Wings: held close to body, symmetrical, smooth movement in joints when flexed, flight feathers intact

Skin: clean, soft, pale pink and translucent (some breeds have bare red patches at shoulders and keel), free of mites or lice

Droppings: 70% odorless green/ white, firm, 30% stinky brown pasty (cecal), watery if stressed

Keel (sternum): Straight, good muscle mass on either side, lump free

Crop (on bird's right side of lower neck): full, contents of consumed food easily palpated

Vent: petite, clean, moist, soft, pliant

Respiration: 12-37 per min., inhalation louder and shorter than exhalation, minimal chest movement, closed beak

NUMBER OF BIRDS

Calculating available space, time, and cost (see above) will dictate how many birds can be properly cared for:

Coop: 4 sq. feet of floor space minimum per bird for the interior (an area 2 ft x 2 ft per bird)

Pen: 10 sq. ft of floor space minimum per bird (an area 3 ft x 3.3 ft per bird)

Range/ exercise yard: 174 sq. ft per bird (an area about 10 ft. x 17 ft per bird)

A single chicken is a sad chicken. Plan to have at least 2— they are flock animals and need the companionship of other chickens. Generally, 3-5 compatible chickens can be well maintained in a typical city environment. Individual birds' sex, ages and temperaments can affect compatibility. Over crowding chickens is the most common mistake. Hens should outnumber roosters. Sometimes single birds can thrive with a human friend if they have special needs. Roosters, single or in pairs, are very sociable and can make terrific companions if handled gently and often.

HANDLING & RESTRAINT

Never handle a chicken by wings, feet or legs. Herd bird to corner using slow deliberate movement.

(Fast= predator, slow = less threat.) Place hands over top part of wings (shoulders) and hold securely but do not squeeze. Pick up and hold under arm to keep wings in place. Support feet with other hand if bird will tolerate. To restrain for transport or examination, drape a towel over shoulders cape-style and wrap around body.

TRANSPORTATION

Consider travel time and avoid extreme weather conditions. Heat exhaustion can develop quickly, and interior car temps can reach fatal point 10 minutes. Medium-sized, hard pet carriers work well for security, safety, stress. Line with a towel, shredded paper or straw. Food is a good stress reducer. Offer wet food like greens or cucumber for long trips.

ARRIVAL

If other birds are already present, a 2-week quarantine in a separate area is recommended to watch for

signs of illness and parasites. Avoid noisy, high-traffic areas, and allow the bird to acclimate before introducing to other birds, animals and family.

PROVIDING A GOOD HOME

NATURAL HISTORY

It is important to understand how chickens live in the wild and to provide them with an environment that meets those instinctive physical and psychological needs as closely as possible. Chickens are all descended from Tropical Jungle Fowl and are adapted to living in a natural habitat that is spacious, richly vegetated, diverse and warm. This presents a particular challenge in a small, urban setting in a cold climate like Minnesota.

Flocks have a highly developed social structure and members depend on one another for companionship and security. Naturalists have observed that they can recognize and remember 180 other individual flock members. They are ground-dwelling birds. Most are capable of low flight in short distances; smaller birds can fly higher and farther.

In the wild, they roost in trees at dusk before they sleep or to escape predators. They hide their nests in cavities in the ground. The majority of their waking hours are spent active, widely ranging, grazing and foraging for food— plants, bugs and occasionally small rodents. In their natural state, they typically travel 1/2 mile from their roost each day. In the wild, they are never over crowded; if the population becomes too dense, members will break off into subgroups and spread out. They move on from one area to another, which allows food sources to regenerate and prevents their waste from concentrating in one place so it can decompose without health risk to the flock.

Roosters alert the flock to danger, find food and call the hens to it and stand guard as they eat. They select and build nests and will even participate in caring for the young. They also act as peace keepers to intervene in disputes that can develop between flock members. Roosters will start to crow and display courting behaviors at about 6 months of age. It is essential to gently handle a rooster on a daily basis to establish that you are the flock leader (Alpha) and maintain a well-socialized companion.

The hens spend their time scratching for food, dust bathing, preening, playing and napping. Hens begin to lay eggs at about 6 months of age. Hens in the wild produce only a few clutches of eggs a year for the sole purpose of reproduction. Domesticated hens have been bred to lay one egg a day, but by 18 months of age, egg-laying frequency generally diminishes, and many adult or senior hens stop laying altogether.

Chickens are sociable, cheerful and intelligent creatures who can form lifelong bonds with each other and other species including humans, dogs and cats. Because of their keen intelligence and instinctive physical activity, they need a stimulating environment that mimics as much as possible the rich and diverse world nature designed them to enjoy.

COOP, PEN, RANGE/ EXERCISE YARD

“Housing and infrastructure. The primary purpose of poultry housing is to protect flocks against adverse weather and predators (coyote, fox, stray dogs, raccoons and raptors). Weather is of critical concern in the Upper Midwest, where summers can be extremely hot and winters bitterly cold. Housing must provide shade from sun and cover from rain. It must be able to withstand high winds and snow loads if it is to be used for year-round operation. These basic housing considerations apply to all poultry.”

-Poultry Your Way: A Guide to Management Alternatives for the Upper Midwest, Minnesota Department of Agriculture, 2005

COOP: *The house, closed structure or enclosed room which provides shelter from cold, heat, wind, rain, snow and predators for protected roosting, nesting, feeding and watering space.*

Construction & Materials – Coops can be purchased ready made or in kits, constructed within an existing structure or built from scratch. Local building codes should be followed to prevent damage from snow, wind, etc. **NOTE:** rabbit hutches, plastic igloos, dog houses and such are not appropriate structures.

Required features:

Size: 4 sq. feet of floor space minimum is required per bird for the interior (an area 2 ft x 2 ft per bird). So, four birds will need a coop with an inside floor space of at least 4 ft x 4 ft, not including nest boxes. Outside dimensions should be about 5 ft x 5 ft x 6 ft high. Overcrowding is the most common cause of behavior problems, injury and disease. Coops should be high enough for a human to stand up comfortably for cleaning, maintenance and egg collection. It also allows for additional roosting. Temperament and social structures should be taken into account, and partitions should be available for birds who are sick, injured or lower in the pecking order.

Access to electricity: This is required in free standing structures.

Floor: The floor should not collect and hold moisture, should be easy to clean, should retain heat in cold weather and should exclude rodents/predators. A dirt floor draws heat away and is not easy to clean or to rodent/predator-proof. A wood floor is adequate, provided it is at least a foot off the ground, insulated and sealed properly— but it is difficult to sanitize because it is porous. A concrete floor is ideal since it discourages rodents/predators and is easy to sanitize. Regardless of the floor type, bedding strewn on the surface is needed to absorb moist fecal matter and facilitate cleaning. Leaves or wood shavings work best and can be composted or easily bagged and disposed of as solid waste.

Walls- Materials that are resistant to moisture and mold and easily cleaned are best. Chemically treated materials should be nontoxic. A good compound with anti fungal agents is good for humid areas. Clear varnish is also good. Everything should be treated or painted before it is assembled. Wooden structures should be draft free and built with double walls that have at least 1 1/2 inch insulation layer between them.

Roof: The coop roof should be made of a material that will not collect and hold heat and should be built with double walls that have at least 1 1/2 inch insulated layer between them. The roof surface should be covered with an insulating tar paper to protect it from heavy rains. The roof should be slightly inclined, to allow water to run off. An overhang at the front wall will protect from downpours. A few small openings along the eaves allow moisture to escape and provide fresh air.

Doors: One human-sized door is needed for daily access. Doors for chickens should be just large enough for the largest bird and can be positioned anywhere from ground level to about 2 feet high with a stable ramp with cleats. Chickens are ground dwellers, not parrots—small doors at heights greater than 3 feet with flimsy, unstable ladders are not appropriate. Doors must be able to be secured against predators at night.

Windows: Chickens love windows and need natural light. Double glaze for warmth. Cover with 1/2" metal screen so they can be opened for ventilation in hot weather. Allow one square foot of window for each 10 square feet of floor space.

Roosts: Lumber or branches can be used. They should be strong enough and mounted securely enough to hold all birds. The surface should be rough for good grip with no splinters or sharp edges. For medium sized birds, 2" or 4" flat or 1 1/2" diameter is best for foot comfort. The longer the roost, the better it will prevent competition. They should be set 18" from the wall, 2 -3 feet off the floor. If mounted higher, rung steps are needed, spaced 8-12 inches apart. The addition of a dropping board underneath and an elevated roost will collect droppings and keep floor space below clean and inhabitable.

Climate: Shelters should be kept at a comfortable temperature for the animals. According to the Minn. Dept. of Agriculture, "Minimum Temperature 55°(F) , maximum temperature 70° (F)." (Ibid.)

The coop should be heated to maintain a temperature above 32° F during the coldest part of the winter and cooled below 85° F in the hottest part of the summer.

Below 32° F, birds are uncomfortable and cannot maintain body temperature. Below 15° F, frostbite begins, and hypothermia increases. Oil- or water-filled safety heaters (i.e. brands Pelonis, DeLonghi, Honeywell) are completely closed, sealed systems that run on electricity. The oil is heated from within and the heat is radiant, so there are no exposed heating elements to create dangerous problems even if they tip over. Heat lamps should only be used with extreme caution and should be firmly attached at least 3 feet from animals and far from any flammable item, especially dry straw or bedding. Smoke alarms are highly recommended. Extra bedding should be available to keep animals warm and comfortable in cold seasons.

Between 75° and 85° F, panting and dehydration begin; above 85° F, heat stress and danger of heat prostration increases.

Ventilation: Doors, windows and vents near the ceiling supply oxygen, remove heat from breathing, remove moisture from breath and droppings, remove harmful gasses and dust particles, and dilute disease-causing, airborne organisms. Fans should be provided for hottest weather.

Light: Natural light from windows and/or skylights are required. Can be supplemented with full spectrum incandescent light to follow normal seasonal light cycles and for cleaning and maintenance. The minimum light intensity you should provide should be enough to clearly see the hens feed when standing over the feeder.

Feeders: Food receptacles should be made of non-corrosive material that is easily cleaned, minimizes spillage, prevents contamination with droppings and keeps food dry. The containers should be large enough for all the birds to comfortably eat at once or numerous enough to prevent competition or intimidation. Large, heavy, rubber feed buckets work nicely. Hanging dishes or feeders work as well and should be hung at about the level of the bird's back. If dishes are outside the coop, they should be set under an overhang to keep them dry when it rains.

Waterers: Water receptacles should be made of non-corrosive material that can be cleaned and disinfected with a solution of chlorine bleach, prevent contamination with droppings and is spill and leak proof. The containers should be large enough for all the birds to comfortably drink at once and hold enough water for all birds for an entire day. They should be slightly positioned higher than the feeder or far enough away to prevent contamination with food.

Nestboxes- One nest box is needed for every 3 hens. A 12"W x 12"D x 14"H box is most versatile. Chickens prefer wooden nest boxes with covered opening for privacy placed on or as low to the floor as possible. If set higher, they require a perch in front of the opening. They should be filled with 2-4 inches of straw, litter, or grass. They prefer to nest in the southeast corner of the structure whenever possible.

PEN: *The pen is a fenced area surrounding the coop that provides secure access to exercise, sunlight, earth and vegetation and is freely available to the birds when they are unsupervised. It is constructed to prevent the birds' escape and prevents entry by intruders/predators.*

Construction & Materials – Kennel pens can be purchased ready-made or in kits, or built from scratch. Local building codes should be followed to prevent damage from snow, wind, etc. Temperament and social structures of flock should be taken into account, and partitions should be available for birds who are sick, injured or lower in the pecking order.

Required features:

Size: 10 sq. feet of floor space (an area of 3 ft x 3.3 ft) minimum per bird is required, so 4 birds will need floor space of at least 6 feet x 7 feet. If the coop is adjacent to the pen, at least a 6 x 12 foot space in a yard is needed. If the coop is elevated 2 feet so the chickens can use the space underneath, the coop and pen can occupy some, but not all, of the same footprint. Having most of the pen in deep shade all of the time is conducive to unhealthy bacterial and fungal development. The pen should be high enough for you to stand up comfortably for cleaning, maintenance, capture and also to allow for additional roosting.

Substrate: Choose a well-drained area. Substrate material for the pen should be clean, nontoxic, biodegradable, readily available, inexpensive and replaceable. Since it will become compacted from little feet and contaminated by concentrated droppings and parasites, it will need to be raked out and

replaced frequently to reduce odor and fly activity. Play-sand, leaves, municipal wood chips, sod and hard-wearing ground cover work well.

Metal fencing / predator control: The type of fencing depends on what the most likely predators are in your area. Dogs, rats, raccoons, hawks and coyotes are the most prevalent in city neighborhoods, but others include fox, mink, opossum, bobcats, snakes, weasels, ferrets, fisher and marten. It's best to build the strongest deterrents possible. Chain-link panels or welded or woven fencing on a sturdy frame, reinforced at the bottom with small-mesh metal wire that prevents predators from tunneling under the fence will discourage most intruders. Regular inspection is the key to security.

Gate: A gate is needed for easy human access.

Cover: The pen should be covered to keep birds in and predators out. The type of covering needed will depend on the type of predators. Covering part of the pen with a roof such as corrugated fiberglass can provide shade and rain shelter.

Windbreak: Providing a wind and snow break will give the birds a protected area to be outdoors even in winter.

Shade: Shade must be available and can be provided by vegetation or strategically placed materials.

Dust bath: Taking a dust bath is the closest thing to heaven for a chicken. They derive pleasure and contentment by bathing in the sun and in loose, dry soil depressions in the dirt, which cleans their feathers and rids them of parasites. Birds will usually dig their own hole for dust baths. Keep the soil in the dust bath loose, and add play-sand if it is a heavy clay soil. Adding a little poultry dust, diatomaceous earth or wood ash increases the effectiveness of parasite control. Large, heavy rubber feed buckets filled with play-sand are a welcome addition to the indoor coop in the winter.

Enrichment furnishings: There is nothing sadder than a barren pen, when compared to the rich jungle environment chickens evolved in. Lots of large branches, stumps or platforms provide places to go and things to do, and they look natural and attractive in the pen. Include bushes, boxes or other objects to sit in or hide behind. Plant kale or other safe, edible vegetation around the outside of the pen for forage. Overcrowding, boredom and barren pens are the most common causes of behavioral problems.

RANGE/ EXERCISE YARD: *The larger fenced area like a backyard that provides ample space for safe exercise, forage, sunlight, earth and vegetation that is regularly available to the birds when supervised.* For regular exercise, 174 sq. ft per bird (an area about 10 ft x 17 ft per bird) is required. Four birds will need access to a 40 ft x 70 ft fenced area in the yard. If there is no access to a larger range/ exercise yard, 16 sq. feet of floor space minimum per bird (an area 4 ft x 4 ft per bird) in the pen must be provided.

Fencing: 6 feet of privacy fencing prevents and discourages uninvited human and animal visitors. It also promotes the safety and security of the birds and neighbors.

Nontoxic plants: Chickens are inquisitive and voracious eaters of vegetation and many ornamental garden plants can be toxic to them. Learn which of your plants might be harmful and fence them off or better yet replace them with safe and nutritious plants.

Security: Chickens are susceptible to theft, vandalism and predators and need to be securely shut in the coop at night. Security cameras, lights and baby monitors are also highly recommended deterrents.

PROVIDING GOOD CARE

FOOD / WATER

Fresh food and water are required daily and should be available at all times. Hay, grain and prepared feed should be fresh—less than one year old and free of mold, insects or other contaminants. Daily intake should include: 60 % nutritionally balanced, prepared feed appropriate for the age of bird, 20% scratch (cracked corn, oats, black oil sunflower seeds, milo, barley) 20% fresh (nutritious foods and table scraps—caution, toxic: onion, avocados, chocolate). Supplements: oyster shell or limestone for calcium, granite grit for digestion, mineral salt or ground salt licks. Chickens drink 1-2 cups of water a day.

Feed should be stored inside rodent-proof containers in a cool, dry area inaccessible to animals. Stored feedbags should be rotated to ensure that feed is always fresh. Food that is uneaten or spilled should be removed from animal enclosures daily.

SOCIAL NEEDS

Temperament and social structures of animals should be taken into account, and separate areas should be provided for incompatible birds.

VET CARE

Locate a veterinary clinic nearby that will see chickens before one is needed—preferably one that specializes in avian care. Chickens are welcome in increasing numbers of city clinics. Check vet backgrounds at <http://www.vetmed.state.mn.us/Default.aspx?tabid=803>.

Have an isolation area or roomy carrier and heating pad for sick or injured birds. Critical/emergency first aid supplies should be kept, including roll gauze, gauze pads, tape, vet wrap, blood-stop powder, antibiotic ointment, antibacterial scrub and solution, and bandage scissors.

SANITATION

Manure and wet bedding should be removed from the coop and animal feeding and lounging areas daily. Thorough, complete cleaning of walls and perches, removal of all bedding, and disinfecting of the coop and furnishings should be done at least once a year. Keeping shelter areas clean and dry will help prevent bacteria, fungi, insects, rodents, etc. Rodent levels will be minimized by keeping all feed in rodent-proof containers and removing spilled or uneaten food promptly. Litter can be double bagged and disposed of as solid waste or composted, but composting must be done in an area where chickens will not scratch for at least a year.

Housing animals in spacious, clean and relatively dust-free environments will keep them healthy and will minimize human exposure to infectious disease.

Sources:

Poultry Your Way: A Guide to Management Alternatives for the Upper Midwest, Minnesota Department of Agriculture, 2005

Standards of Care for Chickens, Adapted from Standards of Care for Farmed Animals, The Association Of Sanctuaries (TAOS). Edited by Chicken Run Rescue. 6/2008, revised 4/7/09

Poultry Housing Considerations for Low Input Small Scale Producers, David Sullenberger, TimeWarrior Farm Chronicle Special Reports, Revision E, fall 2003

Building Chicken Coops: Storey Country Wisdom Bulletin A-224, Gail Damerow, 1999

Chicken Health Handbook, Gail Damerow, 1994

REQUIREMENTS FOR KEEPING CHICKENS

The Permit for keeping chickens and other domestic fowl is contingent on your meeting responsibilities to your neighbors and the birds. Our department so often sees animals in inappropriate settings. Before going further, please read the enclosed CHICKEN CARE SHEET. Consider the commitment needed with regard to the lifespan, cost, time, space, location, and other consequences of caring for chickens. Next, consider the kind of impact they may have on your neighborhood. You must provide sufficient control so that their presence will not disturb neighbors with property damage, activity, noise, odor or trespass. You must keep your property clean and maintained in a manner that prevents insect and rodent infestations. Finally, consider the birds themselves. Are you willing to assume a long term commitment to them? They must be provided with food, water shelter and veterinary care. They also need kindness and personal attention.

COOP: *The house, closed structure or enclosed room which provides shelter from cold, heat, wind, rain, snow and predators for protected roosting, nesting, feeding and watering space.*

size: 4 sq. feet interior floor space minimum per bird (an area 2 ft. x 2 ft. per bird).

access to electricity

floor: wood- 1 ft. off the ground, insulated / sealed or concrete

bedding: clean, absorbent, nontoxic, biodegradable and replaceable material

walls: varnished, treated or painted draft free double walls 1 1/2 inch insulation

roof: will not collect / hold heat, min. 1-1/2 inch insulation, insulating tar paper, inclined, vents

doors: 1 human-size, 1 bird door 0-2 ft. high, stable ramp, secure latch

windows: 1 square foot of window per 10 square foot of floor space

roosts: 1 1/2 diameter or greater, 18" from wall, 2 -3 feet off the floor.

climate control: heater, fan, ventilation to maintain temperature 32° min.- 85° max. F

light: full spectrum, windows and/or skylights, incandescent light or other to follow normal seasonal light cycles.

feeders/ waterers: non corrosive, clean, size and number sufficient, accessible for all birds

nestboxes- 1 per 3 hens, bedding

PEN: *The fenced area surrounding the coop that provides secure access to exercise, sunlight, earth and vegetation and is freely available to the birds when they are unsupervised. It is constructed to prevent the bird's escape and prevents entry by intruders/predators.*

size: 10 sq. ft of floor space minimum per bird (an area 3 ft. x 3.3 ft per bird)

substrate: well drained area; clean, nontoxic, biodegradable and replaceable matter

metal fencing and gate / predator control: sufficient to keep birds in/predators out

cover: sufficient to keep birds in/predators out

windbreak, shade, dustbath, enrichment furnishings (ie. branches, stumps or platforms bushes, boxes)

RANGE/ EXERCISE YARD: *The larger fenced area like a backyard that provides ample space for safe exercise, forage, sunlight, earth and vegetation that is regularly available to the birds when supervised.*

size: 174 sq. ft per bird (an area about 10 ft. x 17 ft per bird)

If no access to a larger Range/ Exercise Yard, pen must provide 16 sq. ft. of floor space minimum per bird (an area 4 ft. x 4 ft per bird)

fencing: 6 ft privacy fencing

FOOD / WATER: Fresh food and water daily, calcium supplement, grit, stored in rodent proof containers, uneaten / spilled removed daily.

SOCIAL: separate areas provided for incompatible birds.

VET CARE: designated veterinary clinic, isolation area

SANITATION- manure/wet bedding removed daily; clean / disinfect coop and furnishings annually. Soiled litter double bagged for solid waste or composted in an area inaccessible to chickens for at least a year.

Shann Finwall

From: Lindsay, Karla (ST PAUL, MN) [karla_lindsay@ml.com]
Sent: Wednesday, June 01, 2011 12:49 PM
To: Shann Finwall
Subject: Support for chickens!

Hi! I just read about the proposed changes that might allow residents in Maplewood to keep chickens. I just wanted to comment ... I am in favor! Hopefully the chicken ordinance will pass.

Sincerely,

Karla Lindsay

1960 Greenbrier Street

Maplewood MN 55117

Karla B. Lindsay

Registered Client Associate

Merrill Lynch, Pierce, Fenner & Smith Incorporated

30 East Seventh Street, Suite 3400

Saint Paul, MN 55101

Ph: 651-298-1702

Fx: 651-319-9260

karla_lindsay@ml.com

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Shann Finwall

From: Sue Nordby [suenordby@comcast.net]
Sent: Friday, June 03, 2011 9:39 AM
To: Shann Finwall
Subject: chickens

Our family thinks the opportunity to raise chickens in Maplewood would be great! Not sure if we will, but definitely have considered it, and were sad to find it not an option previously. Thanks for your efforts towards this,
Sue and Jim Nordby

Shann Finwall

From: William Carroll [whileecayote@hotmail.com]
Sent: Friday, June 03, 2011 2:03 PM
To: Shann Finwall
Subject: chicken ordinance

To whom it may concern;

I am enthusiastically in favor of allowing chickens, for the reasons outlined in the mailer and because of my personal experience

with the many benefits of having chickens on a property. Fresh eggs (free range) cannot be beat for nutrition. But most importantly

with the economy and jobs as they are and the price of food being high, I feel it is essential to be able to provide as much on one's own

food as is reasonably doable. I feel chickens is one of the VERY best options.

Thanks for listening,

Bill Carroll

1841 Myrtle st

Shann Finwall

From: Amanda Gutierrez [amgutierrez23@gmail.com]
Sent: Sunday, June 05, 2011 8:35 AM
To: Shann Finwall
Subject: Chicken Ordinance

Hello. I would just like to share my joy and excitement over the prospect of creating a chicken ordinance to allow residents to raise their own chickens. I only buy natural or organic chicken eggs and meat. I prefer the taste. I also feel better about reducing the amount of chemicals/hormones, etc. that I and my growing family consume. I have many friends who live in other cities who raise chickens and I frequently go out of my way to buy eggs from them. I also look forward to involving my children in helping to care for the chickens and collect their eggs.

My grandfather, Forrest Schmid, was the first mayor of Maplewood back in 1963. I have been a resident of Maplewood since I was five. As an adult, I now make Maplewood my home, along with my husband and our three children. I have also been employed at St. John's hospital for 9 years. So my roots in the city run deep. I sincerely hope that the city votes to approve this ordinance.

Please feel free to contact me if there is anything else I can share or add to the cause.

Thank you for your time,
Amanda Gutierrez

Shann Finwall

From: Pepe Barton [barton.pepe@gmail.com]
Sent: Wednesday, June 22, 2011 12:53 PM
To: Shann Finwall
Subject: Chicken Ordinance

Hello,

This may sound crazy, but I've been looking to buy a home based on whether cities allow chickens. Because Maplewood does not allow them currently, I have ruled it out of my list. Since the council will soon take up the issue, what is your barometer on the amended ordinance being successful?

Also I've gone through a lot of city ordinances to see which cities allow them, and I have to say your proposed ordinance seems to be the most thorough so far. I've also read other city's council members' voice concerns about chickens in their city, but their comments are so out of touch. For example, Little Canada recently outlawed any chance of allowing chickens, thanks to the work of an ill-informed city manager and a council member who called it a hobby for housewives in the suburbs. Please don't let them trash this idea.

Thank you.
Pepe Barton

Here's my spreadsheet of cities that allow chickens so far.

https://spreadsheets.google.com/spreadsheet/pub?hl=en_US&hl=en_US&key=0AkE_sjir_fX3dGt2Y3dxZIJHckExSjlORTFhLUdHYmc&single=true&gid=0&output=html

Chicken Laws for Minnesota Cities : Sheet1

CITY	CHICKENS ALLOWED	INFO		accessory building
Eagan	NO			
Oakdale	YES-with permit	http://oakdale.govoffice2.com/vertical/Sites/%7B9D2ABE6F-4847-		
Mounds View	NO	http://www.ci.mounds-view.mn.us/vertical/Sites/%7B9DACB450-8		
Little Canada	NO	http://www.ci.little-canada.mn.us/vertical/Sites/%7BEB0504CE-3D9E-4F5B-8199-A5A488B9A257%7D/uploads/%7B30DF8DD9-62C0-48BE-BA01-C18D4804C1F6%7D.PDF	Recently banned every possibility of farm animals in city limits	
Apple Valley	NO			
Cottage Grove	YES-but w/ 1 1/2 acres	http://www.sterlingcodifiers.com/codebook/index.php?book_id=50		
West St. Paul	YES_w/permit & feet restr.			
St. Paul	YES_w/permit & feet restr.			
Montrose	YES	http://www.montrose-mn.com/assets/files/docs/ZoningOrds/1022_		
Anoka	YES-up to four	http://www.anoka.govoffice2.com/vertical/Sites/%7B213A9A90-C8		
Ramsey	YES_with 3 acres			
Otsego	YES_with license	http://www.ci.otsego.mn.us/vertical/Sites/%7B2D2448C9-1D69-4E		
Maplewood	Not allowed in R-1			
St. Michael	NO-in Residential under 4 acres	http://www.amlegal.com/nxt/gateway.dll/Minnesota/smichael/cityof		
Ham Lake	NO, only in R-A rural agriculture with 5 acres	http://www.ci.ham-lake.mn.us/docs/article05.pdf		
Dayton	YES-with CUP in R-2	http://www.amlegal.com/nxt/gateway.dll/Minnesota/dayton_mn/da	http://www.cityofdaytonmn.gov/files/20regarding%20Farm%20Animals.pdf	http://www.cityofdaytonmn.gov/files/20regarding%20Farm%20Animals.pdf
Andover	YES_with restrictions	http://files.andovermn.net/pdfs/Clerk/CityCode/TITLE_12_Zoning		
Champlin	NO	http://library1.municode.com/default-now/home.htm?infobase=14283&doc_action=whatsnew		
Blaine	NO			
Roseville	YES	http://www.cityofroseville.com/index.aspx?NID=1677		
Brooklyn Park	NO	http://www.amlegal.com/nxt/gateway.dll/Minnesota/brooklyn/brook		
Fridley	YES-just passed	http://www.ci.fridley.mn.us/images/article-files/citycode/100%20Health,%20Safety%20and%20Welfare/Ch_101_Animal_Control.pdf	http://fridley.patch.com/article/council-oks-backyard-chickens#photo-5798490	
Plymouth	NO-only in FRD future restricted development	http://plymouthmn.gov/Modules/ShowDocument.aspx?documentid=754		
Brooklyn Park	NO	http://www.amlegal.com/nxt/gateway.dll/Minnesota/brooklyn/brook		
Minnetonka	Yes-1 per .10 acres	http://www.amlegal.com/nxt/gateway.dll/Minnesota/minneton/cityof		
Maple Grove	NO- at least 1 acre	http://library.municode.com/index.aspx?clientId=13556&stateId=23&stateName=Minnesota		
Shorewood	MAYBE-no laws against?			
Vadnais Heights	1 acre required	http://www.cityvadnaisheights.com/Government/City-Code/Zoning-Code.aspx		
New Brighton	No rules?			
Lexington	NO			
Burnsville	YES	http://www.sterlingcodifiers.com/codebook/index.php?book_id=468		
Richfield	YES-up to three in residential zoning	http://www.cityofrichfield.org/Residents/Codes/docs/ch09.pdf		

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Memo

To: Shann Finwall
From: David J. Thomalla, Chief of Police
Date: 6/22/2011
Re: Chicken Ordinance

The proposed chicken ordinance has been reviewed and the following concerns have been identified.

The requisite of obtaining permission from the neighbors should be an absolute approval versus a 75% approval. The partial approval of neighbors creates a situation where a person obtains signatures from 75% of their neighbors except the neighbor who resides five feet from where the chickens are located. It seems impractical that the opinion of the people who would be impacted the greatest would not be considered. In my career I have seen extreme measures taken for one neighbor to “get back at” another neighbor who they do not like. Permission to place chickens within five feet of that neighbor’s property is setting the stage for legalized harassment.

Our current animal ordinance and state statute requires stray or abandoned animals to be sheltered for five days prior to disposal or placing them for adoption. Housing chickens that are not banded seems somewhat pointless and potentially costly to the city. We currently expend thousands of dollars housing feral cats under this provision.

The term “officer” is used throughout the ordinance, but many of the issues the “officer” will judge and be responsible for evaluating extend well beyond the job function of any one person or position. Although the ordinance does not state the fee for obtaining a permit, it sounds as though a great deal of staff time will be involved in doing inspections and permitting.

The City of White Bear Lake voted down a proposed chicken ordinance in 2010. It was pointed out that “White Bear Lake is not a rural community” and they “don’t have the sized lots to accommodate this”. Maplewood is no more rural and has similar lot sizes to those in White Bear Lake.

Many years ago it was determined that Maplewood was no longer the setting to raise livestock and poultry as reflected in ordinance. The Cityscape has not changed indicating raising chickens in this community is a better idea today than it was many years ago.

ORDINANCE NO. _____

An Ordinance Allowing the Raising of Chickens in Single Dwelling Residential Zoning Districts

The Maplewood City Council approves the following changes to the Maplewood Code of Ordinances:

Section 1. This section amends the Maplewood Zoning Code to allow the raising of chickens in the R-1 (single dwelling residential district). (*Additions are underlined and deletions are stricken from the original ordinance.*)

Chapter 44 (Zoning), Article II (District Regulations), Division 3 (R-1 Residence District)

Sec. 44-6. Definitions.

Poultry means domesticated birds that serve as a source of eggs or meat and that include among commercially important kinds, chickens, turkeys, ducks, geese, peafowl, pigeons, pheasants and others.

Sec. 44-103. Prohibited uses.

The following uses are prohibited in the R-1 Residence district:

- (1) The raising or handling of livestock, poultry (except for chickens as outlined in Sections 10-476 through 10-487, Chickens) or animals causing a nuisance, except for licensed kennels.

Section 2. This section amends the Maplewood Zoning Code to add clarifying language to the R-1S (small-lot single dwelling residential district) and R-1R (rural single dwelling residential conservation district). The language added will ensure all permitted uses in the R-1 zoning amendment described in section 1 above are allowed in these districts as well.

There are five single dwelling residential districts in the city as follows: R-1, R-1S, RE-30,000, RE 40,000, and R-1R. The R-1 zoning district lists the specific uses and subsequent single dwelling residential districts refer to the R-1 district permitted and prohibited uses as well. Two of the city's single dwelling zoning districts (R-1S and R-1R) do not have the required references and require an amendment as follows (*additions are underlined and deletions are stricken from the original ordinance*):

Chapter 44 (Zoning), Article II (District Regulations), Division 5 (R-1S Small-lot Single Dwelling Residential District)

Sec. 44-192. ~~Permitted u~~Uses.

- (1) Permitted uses. The only permitted uses allowed in the R-1S small-lot single dwelling residential district are the permitted uses in the R-1 district.

- (2) Prohibited uses.
 - (a) Accessory buildings without an associated dwelling on the same premises.
 - (b) The raising or handling of livestock, poultry (except for chickens as outlined in Sections 10-476 through 10-487, Chickens) or animals causing a nuisance, except for licensed kennels.

Chapter 44 (Zoning), Article II (District Regulations), Division 3.5 (R-1R Rural Conservation Dwelling District)

Sec. 44-118. Uses.

- (a) ...
- (b) ...
- (c) Prohibited uses. The city prohibits the following uses in the R-1R zoning district:
 - (1) Accessory buildings without an associated single dwelling on the same property.
 - (2) The raising or handling of livestock, poultry (except for chickens as outlined in Sections 10-476 through 10-487, Chickens) or animals causing a nuisance, except for licensed kennels.

Section 3. This section adds language to the city’s Animal Ordinance (Chapter 10) to address the permitting requirements for chickens in residential areas (*additions are underlined*).

Chapter 10 (Animals), Article IX (Chickens)

Sec. 10-476. Definitions.

Brooding means the period of chicken growth when supplemental heat must be provided, due to the bird’s inability to generate enough body heat.

Chicken means a domesticated bird that serves as a source of eggs or meat.

Coop means the structure for the keeping or housing of chickens permitted by the ordinance.

Exercise yard means a larger fenced area that provides space for exercise and foraging for the birds when supervised.

Hen means a female chicken.

Officer means any person designated by the city manager as an enforcement officer.

Rooster means a male chicken.

Run means a fully enclosed and covered area attached to a coop where the chickens can roam unsupervised.

Sec. 10-477. Purpose.

It is recognized that the ability to cultivate one's own food is a sustainable activity that can also be a rewarding past time. Therefore, it is the purpose and intent of this ordinance to permit the keeping and maintenance of hens for egg and meat sources in a clean and sanitary manner that is not a nuisance to or detrimental to the public health, safety, and welfare of the community.

Sec. 10-478. Investigation and Enforcement.

Officers designated by the city manager shall have authority in the investigation and enforcement of this article, and no person shall interfere with, hinder or molest any such officer in the exercise of such powers. The officer shall make investigations as is necessary and may grant, deny, or refuse to renew any application for permit, or terminate an existing permit under this article.

Sec. 10-479. Limitations for each dwelling unit in residential zones.

- (1) No more than ten (10) hens shall be housed or kept on any one (1) residential lot in any area of the city zoned for single dwelling residential with a permit as outlined below.
- (2) Roosters are prohibited.
- (3) Slaughtering of chickens on the property is prohibited.
- (4) Leg banding of all chickens is required. The bands must identify the owner and the owner's address and telephone number.
- (5) A separate coop is required to house the chickens. Coops must be constructed and maintained to meet the following minimum standards:
 - (a) Located in the rear or side yard.
 - (b) Setback at least five (5) feet from the rear or side property lines.
 - (c) Interior floor space – four (4) square feet per bird.
 - (d) Interior height – six (6) feet to allow access for cleaning and maintenance.
 - (e) Doors – one (1) standard door to allow humans to access the coop and one (1) for birds (if above ground level, must also provide a stable ramp).
 - (f) Windows – one (1) square foot window per ten (10) square feet floor space. Windows must be able to open for ventilation.
 - (g) Climate control – adequate ventilation and/or insulation to maintain the coop temperature between 32 – 85 degrees Fahrenheit.
 - (h) Nest boxes – one (1) box per every three (3) hens.

- (i) Roosts – one and one-half (1 ½) inch diameter or greater, located eighteen (18) inches from the wall and two (2) to three (3) inches above the floor.
 - (j) Rodent proof – coop construction and materials must be adequate to prevent access by rodents.
 - (k) Coops shall be constructed and maintained in a workmanlike manner.
- (6) A run or exercise yard is required.
- (a) Runs must be constructed and maintained to meet the following minimum standards:
 - 1) Location: rear or side yard.
 - 2) Size: Ten (10) square feet per bird, if access to a fenced exercise yard is also available; sixteen (16) square feet per bird, if access to an exercise yard is not available. If the coop is elevated two (2) feet so the hens can access the space beneath, that area may count as a portion of the minimum run footprint.
 - 3) Height: Six (6) feet in height to allow access for cleaning and maintenance.
 - 4) Gate: One gate to allow human access to the run.
 - 5) Cover: Adequate to keep hens in and predators out.
 - 6) Substrate: Composed of material that can be easily raked or regularly replace to reduce odor and flies.
 - (b) Exercise yards must be fenced and is required if the run does not provide at least sixteen (16) square feet per bird. Exercise yards must provide a minimum of one-hundred seventy-four (174) square feet per chicken.
- (7) Chickens must not be housed in a residential house or an attached or detached garage, except for brooding purposes only.
- (8) All premises on which hens are kept or maintained shall be kept clean from filth, garbage, and any substances which attract rodents. The coop and its surrounding must be cleaned frequently enough to control odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property. Failure to comply with these conditions may result in the officer removing chickens from the premises or revoking a chicken permit.
- (9) All grain and food stored for the use of the hens on a premise with a chicken permit shall be kept in a rodent proof container.
- (10) Hens shall not be kept in such a manner as to constitute a nuisance to the occupants of adjacent property.
- (12) Dead chickens must be disposed of according to the Minnesota Board of Animal Health rules which require chicken carcasses to be disposed of as soon as possible after death, usually within 48 to 72 hours. Legal forms of chicken carcass disposal include burial, off-site incineration or rendering, or composting.

Sec. 10-480. Permit required.

The officer shall grant a permit for chickens after the applicant has sought the written consent of seventy-five (75) percent of the owners or occupants of privately or publicly owned real estate within one hundred fifty (150) feet of the outer boundaries of the premises for which the permit is being requested, or in the alternative, proof that the applicant's property lines are one hundred fifty (150) feet or more from any structure.

Where a property within one hundred fifty (150) feet consists of a multiple dwelling or multi-tenant property, the applicant need obtain only the written consent of the owner or manager, or other person in charge of the building. Such written consent shall be required on the initial application and as often thereafter as the officer deems necessary.

Sec. 10-481. Application.

Any person desiring a permit required under the provisions of this article shall make written application to the city clerk upon a form prescribed by and containing such information as required by the city clerk and officer. Among other things, the application shall contain the following information:

- (1) A description of the real property upon which it is desired to keep the chickens.
- (2) The breed and number of chickens to be maintained on the premises.
- (3) A site plan of the property showing the location and size of the proposed chicken coop and run, setbacks from the chicken coop to property lines and surrounding buildings (including houses and buildings on adjacent lots), and the location, style, and height of fencing proposed to contain the chickens in a run or exercise area. Portable coops and cages are allowed, but portable locations must be included with the site plan.
- (4) Statements that the applicant will at all times keep the chickens in accordance with all of the conditions prescribed by the officer, or modification thereof, and that failure to obey such conditions will constitute a violation of the provisions of this chapter and grounds for cancellation of the permit.
- (5) Such other and further information as may be required by the officer.

Sec. 10-482. Permit conditions.

- (1) If granted, the permit shall be issued by the city clerk and officer and shall state the conditions, if any, imposed upon the permitted for the keeping of chickens under this permit. The permit shall specify the restrictions, limitations, conditions and prohibitions which the officer deems reasonably necessary to protect any person or neighboring use from unsanitary conditions, unreasonable noise or odors, or annoyance, or to protect the public health and safety. Such permit may be modified from time to time or revoked by the officer for failure to conform to such restrictions, limitations, prohibitions. Such modification or revocation shall be effective after ten (10) days following the mailing of written notice thereof by certified mail to the person or persons keeping or maintain such chickens.

Sec. 10-483. Violations.

- (1) Any person violating any of the sections of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be punished in accordance with section 1-15.
- (2) If any person is found guilty by a court for violation of this section, their permit to own, keep, harbor, or have custody of chickens shall be deemed automatically revoked and no new permit may be issued for a period of one (1) year.
- (3) Any person violating any conditions of this permit shall reimburse the city for all costs borne by the city to enforce the conditions of the permit including but not limited to the pickup and impounding of chickens.

Sec. 10-484. Required; exceptions.

No person shall (without first obtaining a permit in writing from the city clerk) own, keep, harbor or have custody of any live chicken.

Sec. 10-485. Fees; issuance.

For each residential site the fee for a permit is as may be imposed, set, established and fixed by the City Council, by ordinance, from time to time.

Sec. 10-486. Term.

The permit period under this section shall expire one (1) year from the date the permit is issued.

Sec. 10-487. Revocation.

The city manager may revoke any permit issued under this ordinance if the person holding the permit refuses or fails to comply with this ordinance, with any regulations promulgated by the city council pursuant to this ordinance, or with any state or local law governing cruelty to animals or the keeping of animals. Any person whose permit is revoked shall, within ten (10) days thereafter, humanely dispose of all chickens being owned, kept or harbored by such person, and no part of the permit fee shall be refunded.

MEMORANDUM

TO: James Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: **Trash Collection System Analysis Update and Discussion of Draft Request for Proposal for Organized Collection System**
DATE: June 23, 2010 for the June 27 City Council Meeting

BACKGROUND

On March 28, 2011, the City Council adopted a Resolution of Intent to Organize Trash Collection. The adoption of this resolution is required by Minnesota Statutes, Section 115A.94, subdivision 4 to begin the planning process for organized trash collection.

On April 25, 2011, the City Council approved a scope of work for the Trash Collection System Analysis. The scope included the formation of a Trash Hauling Working Group made up of two City Councilmembers (Councilmembers Nephew and Juenemann), three Environmental and Natural Resources Commissioners (Commissioners Schreiner, Tripler, Yingling), two city staff (Shann Finwall, Environmental Planner and Steve Kummer, Engineer), and the city's solid waste management consultant (Dan Krivit, Foth Infrastructure & Environment, LLC). The scope of work included five Working Group meetings in May and June to analyze trash collection systems and update the City Council monthly. All Working Group reports and outcomes will be approved by the full City Council.

DISCUSSION**Goals and Objectives**

The City Council adopted goals and objectives that will be referred to as the city continues to analyze trash collection systems:

1. Economic
 - a. Cost savings on road repairs and reconstruction.
 - b. Lower cost for residents (cost per household per month) due to competitive bidding.
2. Service
 - a. Greater leverage to correct problems with service.
 - b. Customized service options for residents such as:
 - 1) Rebates for extended vacations (e.g., over four weeks without service)
 - 2) Special collection options (e.g., garage-side pickup)
 - 3) Large/bulky items pick up.
 - 4) Special events pickups (e.g., Spring and Fall Clean Up events)
3. Environmental
 - a. To better manage solid waste and recycling.
 - b. Better able to direct waste to the best environmental destination.
 - c. Less gas and/or diesel burned.
 - d. Less CO₂ emitted into the atmosphere.
4. Safety
 - a. Safer streets.

5. Efficiency*
 - a. Maximizing efficiency in solid waste collection.
6. Planning Process
 - a. Achieving the stated organized collection goals of the city.
 - b. Ensuring participation of all interested parties in the decision-making process.
7. Aesthetics
 - a. Less traffic, noise, and dust.
 - b. More consistent and neater looking streets during collection days.
8. Hauler Impacts*
 - a. Minimizing displacement of collectors.

*Required by state statute.

Working Group

The Trash Hauling Working Group has met four times, with one additional meeting scheduled for Wednesday, June 29, 2011, from 5 to 7 p.m. The meetings are held in the Maplewood City Council Chambers. They are open to the public, aired live on Channel 16, streamed live on the City's website, and replayed periodically on Channel 16. City staff sends the meeting notices and agendas to all trash haulers licensed in the city, posts the information on the city's website and the lobby at City Hall.

During the meetings, the Working Group has been analyzing two areas of collection systems including a contractual (or "organized trash hauling") system and improvements to the city's subscription (or "open trash hauling") system. A report on the proposed two-track strategy was given to the City Council during the May 23, 2011, City Council Workshop.

Review of Request for Proposal

The analysis of a contractual system will include the creation of a request for proposal (RFP) for residential trash collection. This memorandum is intended to update the City Council on the RFP document and obtain feedback and comment prior to the final Working Group meeting on June 29.

Dan Krivit of Foth has been contracted to assist the Working Group on the creation of the RFP. Mr. Krivit has submitted a memorandum and draft RFP for the City Council's review (Attachments 1 and 2). A short summary of the contents of the RFP follows:

- City-wide trash collection for all single-family residential properties (properties with one to four units).
- Term of Contract: Seven years with two one-year extensions possible.
- Proposals can be submitted by one hauler or a joint proposal from two haulers.
- Single or multiple contracts possible
- RFP assumes billing directly by the Hauler to the residents.

- RFP assumes City-owned carts (either at the beginning of the contract or amortized throughout the term of the contract).
- Proposals require the vendor to submit a base price for all properties, with variable pricing for cart sizes (i.e., 20/30/60/90 gallon).
- Tentative dates for release of RFP:
 - July 11, 2011, City Council authorizes release
 - July 12, 2011, City releases RFP
 - July 21, 2011, pre-proposal meeting
 - July 25, 2011, questions due from haulers
 - August 2, 2011, responses due from City
 - August 19, 2011, proposals due

Competitive Proposal Development and Negotiating Period

The RFP and subsequent proposals are intended to serve as the final stages of the required planning period as described in Minnesota Statutes, section 115A.94. This also serves as the city's competitive proposal period to determine the best value for a city-wide trash collection system. Once the proposals have been submitted by the haulers, however, the required 90-day minimum negotiation period required by state statute will begin. During this period the Working Group will evaluate the proposals and the city will have additional discussions with the haulers.

City Council Review of All Proposals

The two-tracks of the Trash Collection System Analysis will be reviewed simultaneously by the City Council, which is tentatively scheduled for September 26, 2011. During this review the City Council will receive a final report from the Trash Hauling Working Group on possible improvements to the City's existing open trash collection system and recommendations on proposals received during the competitive and negotiation periods.

SUMMARY

Dan Krivit of Foth will be present at the July 27, 2011, City Council meeting to give a brief summary of the key elements of the draft Residential Trash Collection RFP. This item is for information purposes only in order to gain feedback from the City Council. No formal action is requested at this time.

Attachment:

1. Foth Memorandum
2. Draft Maplewood Residential Trash Collection Request for Proposal



Memorandum

June 23, 2011

TO: Shann Finwall, Planner for the City of Maplewood

CC: Jim Antonen, City Manager
 Chuck Ahl, Assistant City Manager
 Steve Kummer, Civil Engineer for the City of Maplewood
 Alan Kantrud, City Attorney for the City of Maplewood

FR: Dan Krivit, Senior Project Manager, and
 Warren Shuros, Client Director
 Foth Infrastructure & Environment, LLC

RE: Preliminary Draft RFP for Trash Collection Services for the City of Maplewood

Attached is the most current, preliminary draft request for proposals (RFP) for the City of Maplewood's potential new contract for trash collection services. This draft is still a work in progress and includes some gaps in attachments and forms not yet produced, but reflects the feedback provided by the City's *Trash Hauling Working Group* to-date through the Fourth meeting held last night, June 22. We anticipate further changes as a result of future *Working Group* feedback and City Council direction.

We understand that this latest, preliminary draft RFP will be forwarded to City Council as part of the City Staff update for the Monday, June 27, 2011 regular City Council meeting. You have asked Foth staff to present a brief summary of the key elements of this preliminary draft RFP and stand for comments and questions from City Council members. We understand that this item is for information purposes only and that no formal City Council action is requested at this time. We further understand that there is one remaining *Trash Hauling Working Group* meeting on Wednesday, June 29 when further feedback should help refine this draft RFP into more final form.

The most critical issues in the draft RFP that must still be addressed include:

- ◆ Citywide (single contract) vs. Districts (multiple contracts)
- ◆ Funding sources (e.g., financing terms) of trash cart purchase

We understand that additional comments from City Council or staff that are provided outside of these meetings should be directed through the City staff project manager (e.g., Shann Finwall) as the designated contact person for such communications. This communication procedure will help manage Foth's consultant services to assure we are best addressing City needs and priorities.

Thank you.

The information contained in this memorandum is considered privileged and confidential and is intended only for the use of recipients and Foth.

Eagle Point II • 8550 Hudson Blvd. North, Suite 105 • Lake Elmo, MN 55042 • (651) 288-8550 • Fax: (651) 288-8551

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Preliminary Draft (as of 6-23-2011)

Request for Proposals (RFP)
for
Comprehensive, Residential
Trash Collection Services

City of Maplewood
Community Development Department
City Hall
1830 County Road B East
Maplewood, MN 55109

July, 2011

Scheduled Release Date:

July 12, 2011

Request for Proposals (RFP)
For Comprehensive, Residential
Trash Collection Services

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1 Introduction

The following sections describe the City of Maplewood's intent, background, general information, and decision process about this request for proposals (RFP) for comprehensive residential trash collection services.

1.1 *Statement of Intent*

This RFP defines the service standards, specifications and proposal requirements of the comprehensive, residential trash collection services for the City of Maplewood, Minnesota (City). The City seeks to enter into a contract with a company (or companies) that has (have) the resources and ability to provide the specified residential trash collection services.

It is the intent of the City to accept and evaluate proposals for comprehensive, residential trash collection including primary services such as trash collection, separate yard waste collection, separate collection of bulky items, special clean-up events and public education.

1.2 *City Goals and Objectives*

The following goals and objectives are established for this RFP:

1. Economic:
 - a. To reduce impacts on roads leading to City savings on road repairs and reconstruction.
 - b. To lower trash collection service costs for residents.
2. Service:
 - a. To provide improved quantity, quality, accountability and management of service.
 - b. To provide improved standardization of collection methods and technology.
 - c. To improve service options for residents such as:
 - i. Rebates for extended vacations
 - ii. Special collection options (e.g., "walk up" or "garage-side pickup")
 - iii. Large/bulky items pick up.
 - iv. Special events pickups (e.g., spring and fall clean up events)
3. Environmental:
 - a. To better manage overall solid waste management and increase recycling.

- b. To improve management and control in order to designate that residential trash from the City be delivered to the best environmental location such as a local resource recovery facility.
 - c. To reduce the amount of fuel consumed for trash collection operations.
 - d. To reduce the amount of greenhouse gases, such as carbon dioxide, emitted into the atmosphere.
4. Safety:
 - a. To improve the safety of streets by reducing trash truck traffic and improving accountability.
 5. Efficiency:
 - a. To maximize the efficiency in trash collection.
 6. Planning Process:
 - a. To efficiently manage a planning process to achieve the above stated goals.
 - b. To encourage participation of all interested parties in the planning process.
 7. Aesthetics:
 - a. To reduce trash truck traffic and its associated noise and dust.
 - b. To provide more consistent and neater looking streets during collection days.
 8. Hauler Impacts:
 - a. To minimize displacement of trash haulers.

1.3 *Background*

The City of Maplewood currently has a subscription (also known as “open hauling”) form of residential trash collection services. This existing system requires individual homeowners to contract for trash collection services with the licensed hauler of their choice.

A City web provides further details about the current trash hauling system:

[Refuse Hauler](http://www.ci.maplewood.mn.us)

(<http://www.ci.maplewood.mn.us>)

The City already contracts for curbside recycling as a separate service. Therefore, recycling collection service is not included in this RFP or proposed trash collection contract.

An overall solid waste management / recycling education effort is managed by the City and described on the City web page:

[Recycle and Waste](http://www.ci.maplewood.mn.us/recycling)

(www.ci.maplewood.mn.us/recycling)

The City requires annual trash collection licenses of each hauler and posts the company names and rates on the City's web page:

[Licensed Trash Haulers and Rates](http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=1988)

(<http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=1988>)

The 2010 population of Maplewood is 38,018¹. The City has approximately 11,680 single-family dwellings (SFD's) that are served by trash collection. There are approximately 4,292 multi-family dwelling (MFD) units and most of these MFD units are served by the City's recycling contractor.

The City's recycling contractor provides special walk-in ("house-side" or "garage-side") collection of recyclables from residents with physical limitations. In 2011, this special walk-in service is being provided to thirteen (13) City residences for recycling service.

The City already contracts for trash collection service from City buildings (see **Attachment E** for details). This contract expires December 31, 2013. This RFP requests a proposal element for trash collection service from City buildings during the last two years of this Contract in 2014 and 2015.

On March 28, 2011, the City of Maplewood City Council passed a resolution of intent to organize its trash collection system pursuant to the requirements of Minnesota Statutes (M.S. 115A.94). This RFP is the next step in the City's planning process as a part of its larger trash collection system analysis. For more background information of the history and most recent results of this trash collection system analysis, see the City's web page:

[Collection System Analysis](http://www.ci.maplewood.mn.us/trash)

(<http://www.ci.maplewood.mn.us/trash>)

1.4 *Summary Scope of Services*

The proposed contract trash collection service is specified in this RFP to be provided in a manner similar to the existing recycling collection service. The weekly trash collection will continue to be by the same specific city service areas every Monday through Friday (see Attachment A: Map of Weekly Trash Collection Areas). The City is divided into five service areas which correspond to each of the five days collection is provided. The number of SFD's in each service area is listed below:

◆ Monday	2,934
◆ Tuesday	1,561
◆ Wednesday	2,667
◆ Thursday	1,856
◆ <u>Friday</u>	<u>2,662</u>
TOTAL	11,680

¹ Source: U.S. Census Bureau, Decennial Census, March 17, 2011
(www.stats.metc.state.mn.us/metadata/Decennial_Census_SF3.htm)

A 2010 map of the City's existing scheduled trash and recycling collection days, by service area, can be found in Attachment A. The proposed City trash hauling contract will require that these collection days, by service area, remain the same under the contract for trash collection.

The City encourages proposing vendors to submit their best proposal possible. This RFP specifies the "base" requirements of a proposed new system for residential trash collection services.

2 Definitions

2.1 *Additional Overflow Trash Collection Service*

Trash in excess of the capacity of the trash cart with lid fully closed incurring an additional collection fee.

2.2 *Anticompetitive Conduct*

City-approved cooperation, coordination or communications between companies as part of the negotiating period as defined in this RFP and in Minnesota Statutes 115A.94, Subd. 7.

2.3 *Automated Collection*

Use of trucks equipped with robotic arms that mechanically grab, lift, empty and set down empty trash carts using remote controls operated by the driver such that no manual lifting of carts is required.

2.4 *Base Collection Fee (BCF)*

Base collection price proposed for trash collection service (see Form E – Price Worksheet for more details). This BCF does not include: disposal fees; prices or costs of other services (e.g., yard waste, bulky items, clean-up events, etc.); taxes; or other government administrative fees.

2.5 *Bulky Items*

A generic term including all large, bulky household items which are too large for one person to pick up and/or do not fit within the trash cart. Bulky items include (but are not limited to) carpeting and padding, mattresses, chairs, couches, tables, wheels/rims/tires, major appliances, and electronic waste.

2.6 *Bulky Items Requiring Special Processing*

A specific term including large, bulky household items that required special processing to remove harmful substances such as Freon, poly chlorinated biphenyls (PCB's), or mercury and may include (but are not limited to) items such as refrigerators, freezers, air conditioners, dehumidifiers, electronic waste, or thermostats.

2.7 City's Designated Contact Person

The City has designated Shann Finwall, Planner, as the City's sole point of contact for prospective vendors and eventually the Contractor.

2.8 Collection

The aggregation and transportation of trash from the place at which it is generated including all activities up to the time when it is delivered to a designated disposal facility.

2.9 Collection Service

Collection service is the process of collection and transportation of trash, yard waste, and bulky items.

2.10 Competitive Proposal Development Period

The period of time from the release of this final RFP and the final date that proposals are due.

2.11 Contract

The legal agreement executed between the City and the Contractor (or multiple Contractors). The Contract shall include, but not be limited to, this RFP document, RFP addenda, the successful proposal, and any written clarifications or modifications as specified in **Section 17**, "RFP and Proposal to Become Part of Final Contract."

2.12 Contractor

The City's trash service Contractor (or multiple contractors) under the proposed new Contract. (All references in this RFP to "Contractor" shall be implied by this definition to mean "Contractor or Contractors".) .

2.13 Contractor's Annual Trash Public Education Flyer

The City shall require the Contractor to publish and distribute an annual public education flyer that contains the following trash information for City residents:

- ◆ Annual calendar and map of trash zones for Single-Family Dwellings;
- ◆ Prohibited waste;
- ◆ Yard Waste;
- ◆ Bulky Materials and Electronic Waste.

2.14 Contractor's Trash Bill

The Contractor's bill for services as submitted directly to residents.

2.15 Day Certain Collection

Day-certain collection is a City-approved plan for weekly collection services by an established day-certain schedule. This schedule requires refuse, yard waste, and

recyclable collection on the same day of the week and is based on a five (5) day, Monday through Friday, workweek. The only exceptions to the "day-certain" plan shall be during those weeks in which occur legal holidays.

2.16 Disposal Facility

The licensed and permitted landfill or resource recovery facility where the trash is tipped for disposal.

2.17 Electronic Waste

Electronic waste as defined in Minnesota Statutes **(M.S. 115A.XXX)** includes items such as: television and computer monitors, computers, computer peripheral devices (e.g., printers, modems), fax machines, and other small appliances with an electric cord.

2.18 Every-Other-Week Collection Trash Collection Service

Residents who apply and receive City permission for every-other-week (EOW) collection service shall be collected on the same day of the week as per the day-certain schedule but on a specified EOW dates.

2.19 Food Waste (See also: "Organic Waste")

Residential food waste includes meal preparation and leftover food scraps from households intentionally separated at the source by residents for purposes of backyard composting or separate collection for centralized recovery (e.g., large scale composting, anaerobic digestion, etc.).

2.20 Hazardous/Toxic Waste

Hazardous and/or toxic waste includes materials as defined by the U.S. Environmental Protection Agency (U.S. EPA) and the Minnesota Pollution Control Agency (MPCA) such as liquid paint, motor oils, batteries, poisons, pesticides, herbicides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive materials, and similar harmful chemicals and wastes. Hazardous/toxic wastes require special handling and must be disposed of in a manner as specified by Minnesota Statutes and Ramsey County ordinances and policies to protect the environment and ensure health and safety of the public and collection crew.

2.21 Litter Wind Screens

Windscreens or shields mounted on the collection vehicle's dumping hopper to minimize wind-blown litter when tipping the carts.

2.22 Manual Collection

Residential and other trash collection systems that require manual lifting and tipping of trash carts, trash cans or other trash containers into the trash truck hopper.

2.23 Major Appliances

Household appliances including items such as refrigerators, freezers, ranges and stoves, dishwashers, clothes washers and dryers, water heaters, trash compactors, conventional and microwave ovens, garbage disposals, residential furnaces, air conditioners and dehumidifiers.

2.24 Organic Waste (See also "Food Waste")

Residential organic waste includes food waste and other non-recyclable organic waste such as soiled paper and household plants.

2.25 Other Bulky Items (Not Requiring Special Processing)

A specific term including other large, bulky household items that do not require special processing. May include (but are not limited to) bulky items such as carpeting and padding, mattresses, chairs, couches, tables, wheels/rims/tires, windows/doors, and plumbing fixtures such as sinks, toilets, etc.

2.26 Prohibited Mailings

Notices sent to residential dwelling units within the City of Maplewood such as for advertising rates or services not available under the proposed Contract. Also includes other notices sent to residential dwelling units without prior City written approval.

2.27 Prohibited Waste

Waste materials that are prohibited from disposal in with mixed trash or that may be hazardous, toxic or otherwise harmful to the environment, collection crew safety, or resource recovery system. Such prohibited waste items shall be itemized and explicitly excluded from the definition of regular trash collection service in the proposed Contract.

2.28 Regular, Weekly Residential Trash Collection Service

The normal pre-scheduled trash collection services as specified in this RFP (including special walk-in service). This does not include: separate bulky item collections; collections from City buildings; separate electronic waste collections; other special on-call collections, or special events.

2.29 Residential Dwelling Unit

A residential dwelling unit is a separate dwelling place with a kitchen in buildings with up to four units per structure.

2.30 Residential Trash Rates

City-approved rates as per the Contract specifications for various trash and other collection services as charged by the Contractor directly to residents.

2.31 Resource Recovery Facility

A facility that receives and processes mixed trash for purposes of recovering energy and/or materials for beneficial use as per the Minnesota Waste Management Act (M.S. 115A).

2.32 Respondent

Proposers that elect to respond to this RFP and submit a proposal pursuant to the requirements in this RFP.

2.33 RFID (Radio Frequency Identification)

RFID tags or chips are installed in trash carts to provide for automatic monitoring, data collection and data analysis by stop (or “account”) as part of modern residential and other trash and recyclables collection systems.

2.34 Semi-Automated Collection

Mechanical lifting devices installed on the trash truck hopper to mechanically lift and tip the trash carts to avoid manual lifting by the collection crews. Semi-automated collection systems require the crew to manually move and mount the trash cart onto the mechanical lifting device.

2.35 Single-Family Dwelling (SFD)

A building containing up to four (4) residential dwelling units.

2.36 Special Bulky Item Collection Service

Special on-call collection services as requested by residents to the City for extra, collection of bulky items.

2.37 Special Walk-In Collection Service

Special walk-in collection service for elderly residents or other residents with physical limitations who require “house-side” or “garage-side” collection service. These special walk-in accounts shall be pre-approved by the City and designated by address to the Contractor.

2.38 Tipping Fees

The financial payment that trash haulers make to facilities such as resource recovery plants, transfer stations or landfills that covers the costs of recovery and/or disposal of the material unloaded.

2.39 Town Home

Structures containing two or more units of not more than two (2) stories each and contiguous to each other. Said units shall also be governed by an association for the entire series of structures within any such development.

2.40 *Trash*

(Also known as: garbage, refuse, rubbish, mixed municipal solid waste, solid waste)

Garbage is organic waste, including discarded material resulting from the handling, processing, storage, preparation, serving, and consumption of food. Refuse is solid waste including garbage and rubbish, and specifically excluding yard waste, recyclables, and hazardous/toxic waste. Refuse further excludes industrial, commercial, agricultural, and construction garbage or rubbish and wastes. Rubbish is solid waste, including ashes, consisting of both combustible and noncombustible wastes, such as wood, bedding, crockery, and other non-reusable waste. Rubbish also includes non-recyclable types of glass, paper, cardboard, metal cans and plastics.

2.41 *Trash Cans*

Metal or plastic cans purchased by or for residents to contain and store regular trash waiting for collection. Most often is not standardized and purchased by residents at local retail stores.

2.42 *Trash Carts*

Standardized trash carts equipped with wheels and a lid as specified and purchased by the City in the following standardized sizes (approximate/nominal capacities):

- ◆ 20-gallon
- ◆ 30-gallon
- ◆ 60-gallon
- ◆ 90-gallon

Actual trash cart capacities by cart size will depend on the cart manufacturer selected by the City through a separate procurement process.

2.43 *Volume Based Fee Schedule*

A trash collection service rate schedule as charged to residents that increases incrementally with larger trash container sizes and is intentionally designed to encourage waste reduction and recycling. Also known as “Pay as You Throw” and/or “Variable Rate Pricing”.

2.44 *Yard Waste*

All organic plant material that can be composted including grass clippings, leaves, soft garden material, brush and tree limbs under four inches in diameter and four feet in length provided they are bundled with twine or other compostable material.

3 General Requirements for All Collections

The following general requirements are pertinent to all residential trash collection services.

3.1 Residential Trash Collection – General Description

The Contractor shall provide regular, weekly residential trash collection and disposal from City SFD's on the day-certain schedule specified within this RFP. Yard waste, bulky items, and electronic waste shall each be collected separately.

3.2 Exclusions

Weekly trash collection service shall not include the collection of:

1. Hazardous/toxic waste including items such as batteries, tires, construction material, motor oils, and paint in liquid form or other hazardous/toxic waste as defined and specified by Minnesota Statutes and Ramsey County ordinances and policies.
2. White goods, except as provided for in the special bulky item collection service [Section 3.14](#).
3. Large tree limbs, brush exceeding four-inches in diameter, and such other tree waste items, except as provided for in yard waste collection service [Section 4](#).
4. Animal waste and solid waste materials resulting from industrial, commercial, and agricultural operations.
5. Earthen fill, boulders, rock, and other materials normally handled in construction operations.
6. Biosolids or dissolved materials from domestic sewage, wastewater, storm water, or other significant liquid wastes such as silt, dissolved or suspended solids in industrial waste water effluent, dissolved materials in irrigation return flows; or other common water pollutants.
7. Electronic waste such as televisions and computer monitors containing cathode ray tubes (CRT's) and other electronic waste except as provided for in the special electronic waste collection [Section 3.15](#).

3.3 Contractor Licensing Requirements

Haulers of trash must have a Collection license issued by the City, per City Code Section 30.

3.4 Collection Vehicle Equipment Requirements

Vehicles shall be designated to accommodate Collection material as specified by the Contract, and shall be clearly signed on both sides as a trash Collection vehicle. In addition, all Collection vehicles used in performance of the Contract shall:

- ◆ Be duly licensed and inspected by the State of Minnesota;
- ◆ Be Minnesota Department of Transportation (DOT)-compliant at all times;

- ◆ Have a maximum loaded weight not to exceed 40,000 pounds; and
- ◆ Be kept clean and as free from offensive odors as possible.

Each Collection vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved fire extinguisher.
- d. Warning flashers.
- e. Warning alarms to indicate movement in reverse.
- f. Sign on the rear of the vehicle which states “This Vehicle Makes Frequent Stops.”
- g. A broom and shovel for cleaning up spills.

All of the required equipment must be in proper working order. All vehicles must be maintained in proper working order and be as clean and free from odors as possible. All vehicles must be clearly identified on both sides with Contractor’s name and telephone number prominently displayed. The lettering must be at least three inches in height.

3.5 *Trash Carts*

All occupants of residential dwelling units in the City shall be required by ordinance to keep trash in approved wheeled trash carts. Standardized trash carts will be purchased and owned by the City but delivered, maintained and inventoried by the Contractor. Carts shall will be received, assembled, distributed, spares warehoused, and maintained by Contractor.

The Contractor shall take reasonable care to prevent damage to residential carts during collection. Contractor shall repair or provide sanitized replacements in accordance with the City policy for replacement of carts. Requests for replacement of existing carts must be handled within 5 business days after the request is received. Repairs to existing carts must be handled within 3 business days from the time the request is received. The Contractor shall document and report the cart replacement and repair rate in accordance with the City’s *Trash Cart Policy and Procedures*. The Contractor will be responsible for managing and completing warranty work on the carts. Residents shall have the option of requesting an additional cart(s) for an additional fee(s).

Trash carts design and manufacturing requirements shall be specified by the City as per **Attachment D**. The City shall require all new carts used in the City to be manufactured and installed with radio frequency identification (RFID) tags for later integration into a data management system to be implemented at some time in the future within this Contract term.

3.6 Special Every-Other-Week Collection Frequency

Residents may apply to the City for permission to reduce collection frequency to every-other-week (EOW) collections. Residents will be required to use the minimum trash cart size (e.g., 20-gallon) for a period of six months prior to applying for EOW collection service. Residents who are granted special City permission to use EOW collections will be given an annual calendar of specified dates of collection. The Contractor shall approve in writing these EOW collection dates by address prior to City granting permission.

3.7 Trash Cart Collection Point

Residential dwelling units shall have, as required by the City ordinance, their container located at the boulevard adjoining the curb (or alternative location in the alley) on or before 6:00 a.m. on the designated day of collection. The Contractor shall approve in writing the alley collection points before City designation of alley collection.

Containers shall be returned to the designated set-out location as set out by the resident at each location. Contractor shall make a conscious effort to return the cart with the lid closed and in a standing position.

3.8 Special Walk-In Collection Service

Special walk-in Collection service shall be provided to selected, City-designated residents who require house-side or garage-side Collection service.

3.9 Municipal, County and State Road Construction Projects that May Impact the Contractors Truck Routes

The City, County and State reserve the right to improve any street or alley that may prevent the Contractor from traveling its accustomed route or routes for collection. The Contractor shall bear the responsibility for contacting the City Public Works Director prior to each construction season to determine areas of conflict and possible alternate routes or solutions. The Contractor shall maintain regular service during street reconstruction project, regardless of access with no additional compensation for service modifications.

3.10 Pollution Reduction and Environmentally Sustainable Initiatives

Contractor shall demonstrate a commitment to reducing air pollution from Collection vehicles. Contractor shall submit as part of its proposal, a list of specific steps it has taken to reduce air pollution throughout the company's overall operations and proposed operations within the City of Maplewood. Examples may include:

- ◆ A description of its current use of low-sulfur diesel fuel, biodiesel, or compressed natural gas (CNG);
- ◆ A description of its current use of particulate filters for its fleet; and/or

- ◆ A timetable for converting its fleet to using alternative fuels and installing air pollution reduction technology.

In addition, proposers shall describe their current efforts and future plans to reduce greenhouse gas emissions (from collection operations, transporting materials for recovery or disposal, etc.) as well as any environmentally sustainable initiatives that are currently a part of the proposer's business operations or are planned for the future.

3.11 Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this RFP. The Contractor will provide a Route Supervisor to oversee the trash route drivers servicing the City. The Route Supervisor will be available to address customer complaints each day. The Contractor shall have on duty Monday through Friday from 7:00 a.m. to 5:00 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24-hour answering service line or device to receive customer calls. The Route Supervisor and all Collection vehicles must be equipped with 2-way communication devices.

Contractor's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

- a. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b. Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
- c. Be clean and presentable in appearance, as far as possible.
- d. Wear a uniform and employee identification badge or name tag.
- e. Drive in a safe and considerate manner.
- f. Manage trash carts in a careful manner so as to avoid spillage and littering or damage to the trash cart.
- g. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- h. Avoid damage to property.
- i. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

3.12 Regular Trash Collection Hours and Days

The City requires all trash Collection to begin no sooner than 6 a.m. and shall be complete by 7 p.m. The City requires scheduled Collection days to be Monday through Friday (as shown in Attachment A) and pre-selected Saturdays during holiday weeks (see **Section 3.17**). The Contractor may request City authorization of exceptions to these time

restrictions (e.g., pursuant to the “Severe Weather” provision described in **Section 3.18**). The Contractor must request such exception from the City’s Designated Contact Person via telephone or email, prior to the requested Collection event and specify the date, time and reason for the exception.

3.13 Additional, Overflow Trash Amounts

Residents may request additional, overflow trash collection service. Proposers may propose to bill the City for such additional, overflow collection service charges as set forth in “**Form E** - Price Worksheet” Such overflow trash must be securely bundled and tied shut in a separate plastic garbage bag and set next to the trash cart. Residents will be required to call in their requests for such additional, overflow trash amounts at least two working days prior to their regularly scheduled, day-certain collection day.

Collection service for additional, overflow trash may have prior arrangements with the Contractor for collection and shall be billed in accordance with final agreed upon terms of the Contract.

The Contractor will be required to collect additional, overflow trash amounts regardless if the residents have called in the request ahead of time or regardless if the City has notified the Contractor ahead of time. Residents who do not call in their additional, overflow trash amounts and still set out said overflow may be charged an extra handling fee by the City.

3.14 Special, Bulky Waste Collections

Residents may request special, bulky item collection service. Proposers may propose to bill the City for such collection service charges as set forth in “**Form E** - Price Worksheet” Such bulky items must be set next to the trash cart. Residents will be required to call in their requests for such special, bulky item collections at least two working days prior to their regularly scheduled, day-certain collection day.

Collection service for special, bulky item trash must have prior arrangements with the Contractor for collection and shall be billed in accordance with final agreed upon terms of the Contract.

The Contractor will be required to collect special bulky items if the residents have called in the request ahead of time and if the City has notified the Contractor ahead of time. Residents who do not call in their special bulky items and still set out said bulky items may be charged an extra handling fee by the City and may not receive bulky item collection services.

3.15 Special Electronic Waste Collections

Residents may request special, electronic waste collection service. Proposers may propose to bill the City for such collection service charges as set forth in “**Form E** - Price Worksheet”. Such special, electronic waste shall be set next to the trash cart. Residents

will be required to call in their requests for such electronic waste collections at least two working days prior to their regularly scheduled, day-certain collection day.

Collection service for special, electronic waste must have prior arrangements with the Contractor for collection and shall be billed in accordance with final agreed upon terms of the Contract.

The Contractor will be required to collect special electronic waste if the residents have called in the request ahead of time and if the City has notified the Contractor ahead of time. Residents who do not call in their special electronic waste and still set out said electronic waste may be charged an extra handling fee by the City and may not receive electronic waste collection services.

3.16 Separate Christmas Tree Collection Service

The Contractor shall separately collect Christmas trees for the first two (2) weeks in each year. The cost of this separate collection of one (1) Christmas tree per year per residential dwelling unit shall be included in the proposer's proposed base trash collection fee as per the price worksheet (**see Form E.**)

Residents shall be instructed by the City to set out "clean" Christmas trees only. Residents may not wrap Christmas trees in plastic bags and must remove all ornaments, tinsel and other foreign debris. Clean Christmas trees may then be set out next to the trash cart, but only during the designated period

The Contractor shall be responsible for the safe, legal, and environmentally sound conveyance of all Christmas trees collected under this Contract. The Contractor shall convey the Christmas trees to a lawfully approved (e.g., permitted and licensed) compost or Christmas tree processing site and shall assume all liability and responsibility for materials deposited. The Contractor shall not mix other types of trash or inorganic materials with the Christmas trees or take any action so as to make the Christmas tree material unacceptable to the operators of the compost/processing site.

3.17 Holidays

Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Contractor and so specified in the proposed Contract. In no instance will there be more than one holiday during a Collection week. When the scheduled Collection day falls on a holiday, Collection for that day will be collected one day later. The Contractor shall publish the yearly calendar including alternate Collection days, with assistance from the City.

3.18 Severe Weather

The Contractor may postpone trash Collection due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but shall not be limited to, those cases in which snow, sleet, ice or cold temperatures might jeopardize the safety of the

contractor's staff or result in unsafe driving conditions. If Collections are so postponed, the Contractor shall notify the City's Designated Contact Person via telephone or email. Upon postponement, Collection will be made on a day agreed upon between the Contractor and the City.

3.19 Missed Collections

The Contractor shall have a duty to pick up missed trash Collections. The Contractor agrees to pick up all missed Collections on the same day the Contractor receives notice of a missed Collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed Collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed Collection before 4:00 p.m. on the following business day.

3.20 Direct Billing by Contractor to Residents

The Contractor shall directly bill their designated customers as per the terms of the Contract. All residential trash rates billed by the Contractor shall be specified in the Contract and approved in writing in advance by the City. The rates may be adjusted a maximum of once per year as per the terms of the Contract. Any adjustments must be pre-approved by the City in writing.

3.21 Credits for Extended Vacations

Residents shall be given credit on their next trash bill for extended vacations of three weeks or more.

3.22 Customer Complaints

Contractor shall provide staffing of a telephone-equipped office to receive missed Collection complaints between the hours of 7:00 a.m. and 5:00 p.m. on weekdays, except holidays. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours.

Contractor shall keep a log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response. This information shall be provided to the City in a monthly report.

Complaints on service will be taken and collected by the Contractor. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions and shall answer all complaints courteously and promptly.

3.23 City Retains Right to Specify Resident Instructions

The Contractor shall agree that it is the City's sole right to clearly specify the resident setout requirements.

3.24 Publicity, Promotion and Education

The City shall plan, design, and implement a series of public education and awareness tools related to this comprehensive trash collection system. These City-produced tools may include, but are not limited to:

1. Web site, with detailed web pages on specific issues
2. City newsletter
3. News releases and other media relations efforts
4. Phone and email communications directly with individual residents

At its own cost as part of the base collection fee, the Contractor shall develop, publish and distribute (via mail or hand deliver):

1. One (1) annual public education flyer per year.
2. Education tags to be left by Contractor's collection crews at the time any material is left behind without being collected to instruct residents why the material was not collected (e.g., prohibited material, bulky items or other waste requiring separate collection trucks) and a phone number to call to place an order for a special collection.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, etc.). The City will work with the Contractor regarding the quantities needed and the locations for distribution.

The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and distribution of any such literature. No public education materials or other communications to City residents shall be produced or distributed without prior City written approval.

As part of this proposal, proposers shall describe their experience in providing Collection services at community events and what, if any, Collection opportunities could be provided at Maplewood community events or City-sponsored events, and whether there would be a cost separate from the base collection fee associated with the service.

In addition, proposers are encouraged to specify other public education tools that they are willing to provide.

As part of this proposal, proposers shall provide examples of public education materials they have developed for other municipalities.

3.25 Weighing of Loads

Contractor will keep accurate records consisting of an approved weight slip with the date, time, Collection route, driver's name, vehicle number, tare weight, gross weight and net weight for each loaded vehicle that has collected trash from SFD's in Maplewood. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the City.

3.26 Monthly and Annual Reports

The Contractor will submit to the City monthly reports and annual reports. At a minimum, the Contractor shall include the following information in their monthly reports:

1. Total quantities of trash collected / disposed (in tons).
2. Number of loads of residential trash from the City.
3. List of all facilities used for trash disposal.
4. Tipping fee
5. Log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response.
6. Log of all resident addresses where "education tags" were left because of Prohibited Materials set out for trash collection.

At a minimum, the Contractor shall include the following information in their annual reports:

1. Total quantities of trash collected in the City (in tons).
2. Quantities of trash collected / disposed (in tons).
3. List of all trash disposal facilities utilized.
4. Actual number of total yard waste subscription accounts.
5. Estimated average amount of yard waste collected by month.
6. Actual number of total bulky item collection occurrences by sub-type (e.g., bulky items requiring special processing, bulky items not requiring special processing, electronic waste)

Monthly reports shall be due to the City by the 15th day of each month. Annual reports shall be due by January 31 of each year. The Contractor shall include in its annual report recommendations for continuous improvement in the City's trash program (e.g., public education, etc.).

Actual truck scale weight ticket receipts must be maintained on file for at least seven years from the actual date and made available to the City or its agent immediately upon request.

3.27 Annual Performance Review Meeting

Upon receipt of the Contractor's annual report, the City shall schedule an annual meeting with the Contractor and the City's Environmental & Natural Resources (ENR) Commission. Once concluded, the report from the ENR Commission shall be presented to the City Council, and a meeting will be held between the Council and Contractor to review the performance of the contract. The objectives of this annual meeting will include, but not be limited to, the following:

1. Review Contractor's annual report, including trends in trash quantities.
2. Review Contractor's performance based on feedback from residents to the Environmental & Natural Resources Commission members and/or City staff.
3. Review Contractor's recommendations for improvement to the City's trash program, including enhanced public education and other opportunities.
4. Review City staff recommendations for Contractor's service improvements.
5. Discuss other opportunities for improvement during the remainder of the Contract.

3.28 Scavenging Prohibited

It is unlawful for any person other than the City's trash Contractor to collect, remove, or dispose of designated trash from SFD's after the materials have been placed or deposited for Collection in the trash containers. The City's trash Contractor's employees may not collect or "scavenge" through trash in any manner that interferes with the contracted trash services.

3.29 Cleanup of Spillage or Blowing Litter

The Contractor shall clean up any material spilled or blown during the course of Collection and/or hauling operations. All Collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage.

3.30 Payment of Disposal Facility Tipping Fees

The Contractor shall pay the disposal facility tipping fees. The Contractor shall give written notice to the City immediately upon getting notice of a change in tipping fees.

3.31 Compliance with City, County and State Road Weight Limit Restrictions

The Contractor shall comply with all City, County and State road weight limit restrictions.

4 Separate Yard Waste Collection Service

4.1 Residents May Subscribe to Yard Waste Service as an Option

City residents may subscribe to separate yard waste collection service as an option. The residents' request to subscribe for separate yard waste collection service must be to the City in writing (e.g., via post card, email or web based form) by the end of February each year.

4.2 Scheduled Months for Yard Waste Collection Service

Separate yard waste collection shall be provided from April through November.

4.3 *Contractor Education Tag Required if Yard Waste Collection Service is Refused*

The Contractor may refuse to collect yard waste at the time of collection:

1. If the material is not acceptable;
2. If the resident did not set-out or prepare the yard waste properly; or
3. If the resident's yard waste subscription payment has not been received by the hauler properly

If the Contractor does not collect the yard waste for such legitimate reasons, the Contractor shall leave and attach a visible education tag that clearly explains why the material was not collected.

4.4 *Delivery to Permitted Yard Waste Facilities*

The Contractor shall be responsible for the safe, legal, and environmentally sound conveyance of all yard waste collected under this Contract. The Contractor shall convey the yard waste to a lawfully approved (e.g., permitted and licensed) site and shall assume all liability and responsibility for materials deposited. The Contractor shall not mix other types of refuse or inorganic materials with the yard waste or take any action so as to make the yard waste material unacceptable to the operators of the yard waste facility.

4.5 *Education*

It shall be the responsibility of the Contractor to assist in the education of residents on how to properly prepare yard waste. Contractor will work with City staff on an annual basis to plan, design and prepare written materials for residents. The Contractor shall include recommendations for such yard waste education plans in their annual report (see [Section 3.26.](#))

5 Food Waste and Other Organic Waste

The City is considering future plans for separate collection and recovery of food waste and other organic waste. Such plans will be dependent on the outcome of State and County efforts to further develop the organic waste recovery infrastructure.

Proposers shall state their willingness to pilot test and then implement City-wide separate collection of organic waste services. No proposed Contract specifications or requirements are included in this RFP at this time. Prices for any such additional separate collection services can be negotiated at a later date.

6 Municipal Facilities Collection Requirements

In the last two years of this contract, 2014 and 2015, the Contractor shall provide trash Collection service at City buildings. Attachment E provides the details of current trash collection service from City buildings (e.g., dumpster size, collection frequency). These same service levels should be assumed by the Proposer for the years 2014 and 2015.

Trash collection service shall be at least weekly. The Contractor shall provide dumpsters or other suitable trash containers with adequate capacity for collections as specified in Attachment E.

7 Designated Disposal Facilities

The Contractor shall be responsible for the safe, legal, and environmentally sound disposal of all trash, bulky items, and any other items and materials collected under this Contract. The Contractor shall deliver and unload trash and other materials only at facilities that are properly licensed and permitted for those materials.

The Contractor shall dispose of all trash collected in the City at a resource recovery facility consistent with the current Minnesota Waste Management Act (M.S. 115A), Ramsey County Solid Waste Master Plan, Ramsey County facility operating contracts and other Ramsey County policies.

8 Collection Equipment

8.1 Trucks

Proposers must list on Form F the number of vehicles and a full description of each vehicle proposed to be used in providing service for both trash and bulky waste items. In addition, proposers must indicate if the equipment is currently available and, if not, when it will be available. The City may inspect truck conditions such as: state of repair, miles of service/hours, appearance, leaks, sound levels during operation, or other regulatory requirements, etc. The City or consulting specialists may inspect the equipment at the beginning of the Contract approval process and develop recommendations to the Contractor for equipment improvements.

The Contractor shall provide an adequate number of vehicles for regular collection services and sufficient spares to provide uninterrupted service.

8.2 Automatic Lifters Preferred but Not Required

Automatic lifters (automated or robotic collection arms) are preferred in response to this RFP, but are not required. Each proposer must specify the total number of trucks in its fleet serving the area of the City that is equipped with automatic collection arms. The proposer shall itemize the specific trucks proposed for use for residential collection services in the City and whether or not these trucks are equipped with automated collection arms.

Any automated collection system must be compatible with the City's plans and specifications for purchase of trash carts. The lifters must be maintained so as to not

cause damage to collection carts. Automated collection vehicles must be outfitted with windscreens or shields to minimize wind-blown litter when tipping the carts.

8.3 State and County Licenses

All equipment and vehicles used by the selected contractor shall be titled, registered and licensed in the State of Minnesota and Ramsey County. The Contractor shall provide copies of each Minnesota and County equipment or vehicle registration document for each vehicle proposed for use in fulfilling the specifications prior to use of that vehicle on any trash route under these specifications.

8.4 Clean and Well Maintained Trucks

The Contractor shall keep all equipment in proper repair and in a clean, sanitary and presentable condition. In the event of complaints, the City will have the final determination of whether the standards are being adhered to and what is acceptable. Contractor shall be solely responsible for all costs of operating and maintaining collection equipment.

8.5 All Loads Shall be Secure and Leak Proof

All vehicles shall be secure, preventing any leakage of fluids or littering of materials. Any fluid leak (except for oil, fuel, anti-freeze, or other substance deemed a hazardous material) must be cleaned up within one (1) business day. Should a hydraulic hose or other vehicle related item break or leak fluid while on a collection route, the Contractor shall respond to and make efforts to contain and clean the oil leak or other hazardous substance within a 2-hour time period. Cleaning shall include complete removal of any oil tracked on the street or resident's driveway as well as any oil or other hazardous material leaked into a storm water system. It will be the sole determination of the City as to whether the cleaning is adequate in the event of a dispute. Clean up and disposal of all material deemed to be toxic, hazardous, or otherwise not approved for disposal at a regular municipal solid waste landfill must be disposed of properly under all local, state, and federal regulations. The City may request written documentation substantiating how and where the material was disposed. All cleaning activities must adhere to applicable local, state, and federal regulation and applicable storm water permits. All vehicles shall be manufactured and maintained to conform to applicable American National Standards Institute (ANSI) standards. Each vehicle shall be permanently identified, at a minimum, with the Contractor's name and phone number plainly visible on each side of the vehicle.

8.6 Registration with the City

Contractor shall register all equipment to be used in the performance of this contract with the City on an annual basis. Contractor shall provide the City with the year, make, and model of chassis and body, registration, company vehicle number, and license number of each vehicle.

9 Payment Terms

9.1 *Proposed Residential Trash Rate Schedule for Direct Billing by the Contractor*

All proposers shall submit a complete Price Worksheet (**Form E**). If the Proposer is awarded the Contract, this Price Worksheet will be the basis for final terms of the City-approved residential trash rate schedule.

The Price Worksheet requires proposers to split the individual elements of its collection and disposal costs. The base collection fee (BCF) is the proposed price of regular trash collection service per household per month. The BCF should be a flat schedule and should not vary by cart size.

Proposers are also required to propose the percent of base collection fee (BCF) that is related to “non-fuel” and “fuel” costs so that a comparable fuel adjustment price can be estimated by the City on fuel related collection costs.

9.2 *Tipping Fee Disposal Costs Shall be Itemized Separately*

The Contractor shall directly pay the trash disposal tipping fees as per the terms of the Contract. Disposal cost elements of the residential trash rates will be based on the trash disposal fees proposed by the Proposer in Form E – Price Worksheet.

The trash disposal costs in the Contract will be adjusted annually to reflect changes in actual tipping fees. The actual 2012 tipping fee at the trash disposal facility will be defined as the benchmark year disposal price. The Contractor’s trash disposal costs will be adjusted proportionally each year based on the change in actual tipping fees compared to the 2012 benchmark year tipping fees.

All proposers shall use an assumed tipping fee of \$58 per ton as the basis for calculating their proposed trash disposal costs in the **Price Worksheet (Form E)**.

9.3 *CPI Price Adjustment on the Non-Fuel Portion of the BCF*

The collection fees for 2012 will be set in accordance with the base collection fees (BCF) proposed on the Price Worksheet (**Form E**). The non-fuel portion of the BCF payable for each successive Contract year shall equal the BCF fee payable for the previous year adjusted proportionately by the annual Consumer Price Index (CPI). June will be defined as the benchmark CPI index month. The non-fuel portion of the BCF will be adjusted by the relative change each year compared to the benchmark CPI index, or 3%, whichever is lower. The published index for determining the annual percent change of the CPI will be the Federal Reserve Bank of Minneapolis.

Each annual adjustment of the non-fuel portion of the BCF will be based on the benchmark CPI index of the previous year. For example, the non-fuel portion of the BCF

for all of 2013 will be based on the proportional change in the CPI index from June 2012 compared to June 2011.

9.4 *Fuel Adjustment on the Fuel Portion of the BCF*

The fuel portion of the BCF will be adjusted per the final terms in the Contract and based on the successful proposers Price Worksheet (Form E). The fuel portion of the BCF will be adjusted annually to reflect the percent change in indexed diesel prices. The index shall be the “Retail, On-Highway Diesel Prices – Average All Types, Midwest Region” as determined and published by the Energy Information Administration (EIA). The benchmark date shall be defined as this fuel index on June 1 of each year.

The fuel portion of the BCF payable for each successive Contract year shall equal the BCF fee payable for the previous year adjusted proportionately by the annual fuel index. The fuel portion of the BCF will be adjusted by the relative change each year compared to the benchmark date. For example, the fuel portion of the BCF for all of 2013 will be based on the proportional change in the fuel index from June 1, 2012 compared to June 1, 2011.

9.5 *Trash Cart Exchange/Replacement Delivery Fee*

Residents shall be allowed to change their cart size a maximum of once per year without incurring an exchange fee. The Contractor may charge residents for exchanges over that free allotment of once per year. Also, the Contractor may charge residents for cart replacement if it is damaged prematurely (i.e., not normal wear and tear). The Proposers shall specify the proposed trash cart exchange/replacement fee in the Form E – Price Worksheet.

9.6 *Proposed Fees for Other Services*

Proposers shall specify their proposed fees in Form E – Price Worksheet for the following other services:

1. Separate yard waste collection
2. Separate collection of bulky items (requiring special processing)
3. Separate collection of bulky items (not requiring special processing)
4. Separate collection of electronic waste
5. Trash collection from City buildings
6. Clean-up events

10 Term of Contract

The term of the new trash Contract will be a period from October 1, 2012 through December 31, 2017 for a total of seven (7) years and three months. The City may consider up to two one-year extensions for **years 2020 and 2021**, at the City’s sole discretion.

Such one-year extensions will be subject to the City's sole determination of the service and of its residents' best interests. Such extensions shall be negotiated based on mutually agreeable terms. The successful proposer shall not consider the right of City to extend the initial seven (7) year term with up to two, one-year extensions to constitute or imply any obligation by City to renew the contract.

11 City Intent to Use Competitive Procurement Process for Next Contract Round

The City intends to initiate a new competitive procurement process towards the end of the term of the proposed contract. The City intends to use a competitive procurement process for the next contract round such as a request for proposals (RFP) or request for bids (RFB). Nothing in this RFP shall be construed to imply that the City intends to negotiate extensions beyond the limit of the contract term specified in **Section 10** above.

12 Submitting Proposals

To the best of its ability, the City will use the following process and schedule for its decision-making:

12.1 *Proposed Schedule*

(All dates in 2011 unless specified otherwise)

Competitive Proposal Development (AKA "Continued Planning") Period:

July 12, 2011	Release of RFP
July 21, 2011	Pre Proposal Conference
July 25, 2011	Questions from Potential Proposers Due
August 2, 2011	City Response Deadline
August 19, 2011	Proposals Due

Negotiating Period:

September 26	City Council receives report from Trash Hauling Working Group and, if approved, authorizes contract negotiations with one or more trash haulers
November 28	City Council authorizes contract execution and/or improvements to existing system
December 23	City and contractor execute contract
July 1, 2012	Contract Start Date

12.2 *Pre-Proposal Conference*

A Pre-Proposal Conference will be held July 21, 2011. Attendance by at least one representative from each proposer is strongly encouraged. The Conference will begin at

1:00 p.m. in the Maplewood City Council Chambers, 1830 County Road B East, Maplewood, MN. Those attending the Pre-Proposal Conference will automatically receive any addenda issued by the City.

12.3 *City's Project Contact Person*

Prospective Contractors interested in responding to this RFP may contact the City with questions to the City's designated contact person:

Ms. Shann Finwall
Environmental Planner
City of Maplewood
1830 County Road B East
Maplewood, MN 55109
Phone: (651) 249-2304
Fax: (651) 249-2319
E-mail: Shann.Finwall@ci.maplewood.mn.us

Any other contact with other City staff, City Council Members, members of the City's Environmental & Natural Resources Commission, or the City's consultant during the competitive proposal development period (currently scheduled from July 12 through August 19, 2012) about this RFP or the City's overall trash collection system analysis will be considered unauthorized contact and may subject the company to disqualification from further consideration.

12.4 *Addenda to the RFP/Notification of Interest in Receiving Addenda*

The City reserves the right to amend or clarify this RFP by addenda. Addenda may only be issued automatically to those proposers attending the Pre-Proposal Conference or who have specifically requested to receive the addenda by a written request (e.g., via email).

Addenda may be issued at any time prior to the date for receipt of proposals. If such revisions or clarifications are of such a magnitude as to warrant, in the opinion of City, the postponement of the date for the receipt of proposals, written notification will be issued to the proposers, announcing the revised date. Addenda will be faxed, emailed, or express-mailed. All addenda issued to this RFP shall become part of the RFP document. Proposers shall acknowledge receipt of any such addenda in their proposal.

12.5 *Questions*

Questions, requests for clarification or requests for information about this RFP or process must be submitted in writing (via mail, email or fax) to the Designated Contact Person by 4 p.m., on **Monday, July 25, 2011**. All questions and requests for more information and the City's responses will be summarized in writing and forwarded to all prospective proposers by end-of-business **Tuesday, August 2, 2011**.

12.6 Proposals Held Confidential

Only the company names of vendors submitting proposals will be made public consistent with the Minnesota Government Data Practices Act (M.S. 13.591). All proposal documents shall be held as confidential until the City Council awards a Contract and authorizes staff to execute the Contract.

12.7 Review Committee

The City will use its Trash Hauling Working Group as the review committee, to review and analyze the details of the qualified submitted proposals. (See **Section 18**, "Evaluation Criteria" of this RFP.)

12.8 Negotiations

City staff may negotiate with the top ranked vendor as authorized by City Council. If negotiations with top-ranked vendor are not successful, the City staff may then initiate negotiations with second ranked vendor, and so on.

The City reserves the right to negotiate specific work elements with a respondent into a Contract of lesser or greater cost than described in this RFP or the respondent's reply.

12.9 Cost of Proposal Preparation and Negotiation

Proposers shall participate in this RFP procurement process and any negotiations and shall prepare the required materials and submittals and any subsequent materials and submittals at their own expense, and with the express understanding that there may be no claims whatsoever for reimbursement from City for the cost, expenses, or damages that may be associated with this process. The City accepts no liability for costs and expenses incurred by the proposer in connection with this RFP, subsequent interviews, negotiations, and contract execution. The City reserves the right to terminate the proceedings at any time and return all proposal guarantees.

12.10 Inspections

All proposed services, trucks and facilities are subject to inspection, approval, and acceptance by the City, both during the procurement process and after the execution of a contract with the successful proposer. The City will give reasonable notice of such inspections. Proposers will not be responsible for normal City inspection costs.

12.11 Availability of Information

Throughout this RFP, the City and its advisors have exerted their best efforts to present information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the proposers. It is the proposer's responsibility to use this information and verify same during the proposal, negotiation, and project-information periods.

Best efforts have been made to provide accurate information; however, the City and its advisors make no guarantees or warranties that the information contained in this RFP or referenced documents are accurate and complete.

All summaries of laws and documents do not purport to be complete, and proposers are referred to each such law and document for a full and complete statement of relevant provisions. In the event any of the summaries in the text are inaccurate, the provisions of the actual laws or documents shall be controlling. The City and advisors are not and shall not be liable for omissions or errors contained in the RFP, and submittal of a proposal by a proposer shall serve as the proposer's verification and acknowledgement of the City's lack of liability.

12.12 *New Contract*

The trash Contract will commence.

13 Proposals May be Rejected in Whole or Part

The City reserves the right to:

- ◆ Reject any or all proposals;
- ◆ Reject parts of proposals;
- ◆ Negotiate modifications of proposals submitted; and
- ◆ Accept part or all of the proposals on the basis of consideration(s) other than cost or proposed rates.

14 How to Submit Proposals

Proposal shall be submitted to the Community Development Office at City Hall no later than 4 p.m. (CDT) on **Friday, August 19, 2011**, in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: "Residential Trash Collection Services Proposal"

City of Maplewood, City Hall
Community Development Office
1830 County Road B East
Maplewood, MN 55109

c/o Shann Finwall, Environmental Planner

Proposals will be date-stamped and treated in accordance with MN Statutes 13.591, Subdivision 3 (b), Data Practices Act.

Twelve (12) written, hard copies of the proposal and all attachments shall be submitted.

One electronic copy of the proposal must also be submitted on a CD disk (or suitable alternative disk format) inside of the sealed envelope. The proposal file must be formatted in Adobe PDF or another suitable alternative.

15 Proposal Content

15.1 *Proposal Content Checklist*

Qualified proposals must include all of the elements referenced in this RFP. A Proposal Content Checklist can be found in **Attachment D**.

15.2 *References*

Proposers must include a list of references including other municipal clients in the Twin Cities metro region receiving similar services.

15.3 *Safety Plan Required*

The Proposer shall outline the elements of their safety plan for trash and related collection systems within their proposal.

15.4 *Litigation*

Statement as to any litigation in the past five (5) years within the State of Minnesota and the current status of that litigation.

15.5 *Price Worksheet Form*

Vendors must complete a Price Worksheet as part of each proposal they submit (see **Form E – Price Worksheet**). In addition, vendors may also complete an “Alternate” proposal scenario price worksheet if their proposed system does not fit into the first scenario.

The proposal must describe the Collection, Processing and public education services.

16 Vendors May Team with a Maximum of One (1) Other Company as a Subcontractor

Respondents may subcontract with no more than one (1) other company for residential trash Collection services. This is allowed as needed, but all such contractor / subcontractor relationships must be explicitly described in each proposal. The City will contract with only one primary Contractor for residential trash services.

For purposes of this RFP, the City will accept proposals that are submitted by two haulers that respond to the proposal jointly. Furthermore, if a hauler chooses to submit a joint proposal with one (1) other hauler they may not respond to this proposal individually. If one or more subcontractors are to be used, the subcontractor must be included in the proposal when it is submitted to City. Any change in subcontractors after the proposal submission date must be approved by the City.

17 RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful proposer shall become

part of the contractual obligations and be incorporated by reference into the ensuing Contract. If any provision of the Contract is in conflict with the referenced RFP or proposal, the Contract shall take precedent.

18 Evaluation Criteria and Methodology

The City will objectively evaluate the proposals submitted to determine the best value for the City and its residents. A comprehensive set of criteria will be used to quantify the merits of each proposal package. The evaluation criteria and relative point values for each are shown below.

The major evaluation criteria are:

Criteria	Weight
1. Proposed prices	
2. Qualifications	
3. Service	
4. Environmental benefits and street impacts	
5. Safety	
6. Aesthetics	
7. Proposal content and overall responsiveness	
TOTAL	100

Some, but not necessarily all, sub-criteria used in evaluating each proposal are listed below. The sub-criteria may be revised after the receipt of proposals to improve the Review Committee's ability to compare and evaluate the proposals relative to each other.

18.1 Proposed Prices (Points)

The price criteria to be used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Competitiveness of the proposed collection service fees relative to other proposals over the life of the contract.
- ◆ Competitiveness of the proposed trash disposal fees relative to other proposals over the life of the contract.
- ◆ Amount of the fee to deliver a replacement or additional cart to an existing household.
- ◆ Competitiveness of the proposed fees for other services (e.g., yard waste, bulky items, clean-up events, etc.) relative to other proposals over the life of the contract.

(See **Form E** – Price Worksheet for more details on price components for each type of collection service.)

18.2 Qualifications (Points)

The qualification criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Demonstrated, successful experience (including that of key staff) establishing working relationships with public agencies
- ◆ Demonstrated successful operations of similar materials collection system(s)
- ◆ Techniques and controls for project management, such as: reporting samples provided, payment, and monitoring responsibilities
- ◆ Demonstrated capability to provide a performance bond
- ◆ Demonstrated good credit references and the ability to finance all the capital investments required
- ◆ Proven reliability of collection vehicles
- ◆ Aggregate age of equipment proposed

18.3 Service (Points)

- ◆ Proposed customer service plans (e.g., office administration, phone response system, etc.)
- ◆ Proposed plans to implement a fully automated collection system
- ◆ Proposed plans to implement yard waste collection services
- ◆ Proposed plans to implement other on-route collection services (e.g., bulky items, trash collection from City buildings, etc.)

18.4 Environmental Benefits and Street Impacts (Points)

- ◆ Proposed plans to implement alternative fuel vehicles (e.g., CNG, biodiesel, etc.)
- ◆ Other proposed pollution abatement plans
- ◆ Proposed equipment (e.g., type of tires, number of axles) to reduce road impacts
- ◆ Proposed plans to control and manage litter
- ◆ Stated plans and commitment to help the City implement a future organic waste (e.g., food waste) recovery program
- ◆ Other proposed environmental policies, programs and proposals specific to the City of Maplewood

18.5 Safety (Points)

- ◆ Safety record on Minnesota operations
- ◆ Proposed safety plan concept for City of Maplewood operations
- ◆ Other safety policies, programs and proposed operations

18.6 Aesthetics (Points)

- ◆ Stated plans to help the City implement a standardized trash cart system
- ◆ Stated plans to collect overflow trash, bulky items, and yard waste in a timely manner
- ◆ Appearance of current truck fleet

18.7 Proposal Content and Overall Responsiveness (Points)

- ◆ Degree of exceptions and/or comments on draft Trash Collection Service Agreement
- ◆ Thoroughness of written proposal (e.g., lack of omissions)

19 Liquidated Damages

The Contractor shall agree, in addition to any other remedies available to the City, the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations:

1. Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - \$50 per incident.
2. Failure to collect properly notified missed Collections - \$250 per incident.
3. Failure to provide monthly and annual reports - \$100 per incident.
4. Failure to complete the Collections within the specified timeframes without proper notice to the City - \$100 per incident.
5. Failure to clean up from spills during Collection operations - \$250 per incident.

These designated amounts for non-performance do not represent penalties.

20 Insurance and Other Legal Requirements

20.1 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

20.1.1 Workers Compensation Insurance

Workers Compensation insurance shall meet the statutory obligations with Coverage B - Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

20.1.2 Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$1,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence, \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. This insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration,

release, escape or emission of the pollutants is caused by or results from a covered cause of loss.

20.1.3 Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

20.1.4 Professional Liability Insurance or Errors & Omissions Insurance

Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30)-day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its sub-contractors, if sub-contracting is allowable under this contract, to comply with these provisions.

20.1.5 Environmental Liability Insurance

The Contractor agrees that they shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this trash services agreement. Contractor shall add the City as an additional insured under said insurance policy (ies). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. The Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the Contractor, its employees or agents.

20.2 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the Contract, either by assignment or novation, without the prior written approval of the City. The Contractor shall not sub-contract any services under this Contract without prior written approval of the City. Failure to obtain such written

approval by the City prior to any such assignment or sub-contract shall be grounds for immediate Contract termination.

20.3 Performance Bond

The Contract shall specify requirements for a performance bond in the case of the Contractor's failure to perform contracted services. The performance bond shall be for a minimum of \$300,000.

20.4 Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

20.5 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of sub-contractors, in the performance of the services provided by this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

20.6 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

20.7 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of three (3) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for three (3) years after final disposition of such property.

20.8 Data Practices

Vendors submitting proposals shall agree to comply with the Minnesota Government Data Practices Act in Minnesota Statutes (Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality.

All Proposals shall be treated as confidential, non-public information until the City and a vendor fully execute a final contract or the City elects to not contract for residential trash collection. At that time the proposals and their contents may become public data under the provisions of the Minnesota Government Data Practices Act.

DRAFT

Proposed Attachments
Itemized List

**[DRAFT ATTACHMENTS IN PROGRESS.
NOT YET AVAILABLE.]**

Attachment A:
Map of Weekly Trash Collection Zones

Attachment B:
Current Residential Household Counts

Attachment C:
Other Service Level Assumptions

**[E.G., ASSUMED CART DISTRIBUTION/FREQUENCY (I.E., NUMBER OF CARTS BY
CART SIZE); SPECIAL WALK-IN STOP COUNTS,]**

Attachment D:
Current Trash Collection from City Buildings:
Specifications of Service Levels

Proposed Forms
Itemized List

Form A:

Proposal Content Checklist

[DRAFT FORM IN PROGRESS. NOT YET AVAILABLE.]

Form B:

Proposer Information Questionnaire

[DRAFT FORM IN PROGRESS. NOT YET AVAILABLE.]

Form C:

Certification of Binding Signature

[DRAFT FORM IN PROGRESS. NOT YET AVAILABLE.]

Form D:

Certification of Independent Proposal Pricing

[DRAFT FORM IN PROGRESS. NOT YET AVAILABLE.]

Form E:
Price Worksheet

Instructions: This form shall be executed by the authorized official to bind the company.

PROPOSED TRASH COLLECTION AND DISPOSAL FEES:

TRASH COLLECTION SERVICE FEES:

Base Collection Fee (BCF):

Collection price for first cart. (See **Section 9.1** for more details.)

Units: Proposed \$ price per household (HH) per month (MO): = \$ _____ /HH/MO

Additional collection price for each additional cart

Units: Proposed \$ price per extra cart per HH per MO: = \$ _____ /cart/HH/MO

Additional collection price for each overflow bag of trash

Units: Proposed \$ price per each overflow bag = \$ _____ /bag

Portion of BCF related to fuel vs. non-fuel costs:

Percentage of BCF allocated to non-fuel related items

Units: Percent of BCF allocated to non-fuel costs: = _____ %

Percentage of BCF allocated to fuel-related items

Units: Percent of BCF allocated to fuel costs: = _____ %

TRASH DISPOSAL FEES

Note: All respondents should assume a \$58 per ton tipping fee for all five years of the proposed contract as a placeholder disposal cost price. Service levels by cart size are approximate cart capacities and not exact. (See **Section 9.2** for more details.)

Units: Proposed \$ price per HH per MO:

20-gallon service = \$ _____ /HH/MO

30-gallon service = \$ _____ /HH/MO

60-gallon service = \$ _____ /HH/MO

90-gallon service = \$ _____ /HH/MO

TRASH CART EXCHANGE/REPLACEMENT DELIVERY FEE

The price to deliver a cart or carts as an exchange or addition to an existing household, as a one-time price per occurrence. (See Section 9.4 for more details.)

Units: Proposed \$ price per delivery occurrence: = \$ _____ /occurrence

(Form E – “Price Worksheet” continued on next page)

DRAFT

FORM E (continued)

PROPOSED FEES FOR OTHER SERVICES:

(See **Section 9.5** for more details.)

YARD WASTE FEE

Annual price per household for separate yard waste collection service for eight months of the year (April through November).

Units: Proposed \$ price per HH per year: = \$ _____ /HH/year

SPECIAL BULKY ITEMS FEE

(FOR ITEMS REQUIRING SPECIAL PROCESSING)

Price per collection occurrence for bulky items that require special processing. For example, refrigerators, air conditioners, other large appliances, thermostats, etc. that may contain substances such as Freon or mercury that must be removed before disposal or recycling.

Units: Proposed \$ price per collection occurrence: = \$ _____ /occurrence

OTHER BULKY ITEMS FEE

(FOR OTHER ITEMS NOT REQUIRING SPECIAL PROCESSING)

Price per collection occurrence for other bulky items that do not require special processing. For example, carpets, large furniture, etc.

Units: Proposed \$ price per collection occurrence: = \$ _____ /occurrence

ELECTRONIC WASTE FEE

Price per collection occurrence for electronic waste that require special processing. For example, TV/computer monitors, computers, and other electronics with a cord.

Units: Proposed \$ price per collection occurrence: = \$ _____ /occurrence

(Form E – “Price Worksheet” continued on next page)

FORM E (continued)

PROPOSED FEES FOR OTHER SERVICES:

CITY BUILDINGS TRASH SERVICE FEE

Fixed annual price for weekly trash collections from specified City buildings beginning January 1, 2014.

Units: Proposed \$ price per cubic yard of service: = \$_____ /cubic yard

CLEAN-UP EVENT FEE

Fixed annual price for two clean-up events (spring and fall), four hours each.

Units: Proposed \$ price per year: = \$_____ /year

Signature of person duly authorized to sign submittal on behalf of the proposer:

Authorized Signature

Date

Form F:
Itemized Listing of Trucks and Other Collection Equipment

[DRAFT FORM IN PROGRESS. NOT YET AVAILABLE.]

Form G:
Acknowledgement of Receipt of Addenda

[DRAFT FORM IN PROGRESS. NOT YET AVAILABLE.]

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AGENDA REPORT

TO: City Council
FROM: James W. Antonen City Manager;
SUBJECT: **Consideration of Solar Array Systems Budget Summary and ARRA
Renewal Energy Grant Contract**
DATE: **June 22, 2011**

INTRODUCTION

The City Council was provided information at a previous meeting introducing this issue and detailing some of the parameters to consider before giving staff the authority to move this item forward. Since the original memo, the program has undergone various changes. These changes resulted from a recent filing by Xcel Energy before the Public Utilities Commission. This filing resulted in a complication for our grant having to do with eligible costs and tax credits. The initial grant was for one (1) 39kW solar array that was to be placed on the roof of the MCC. This spring we were invited to construct 2 solar array systems, one as before and another behind City Hall, between the Hall and the Public Works Building. We proposed to have a major solar demonstration project on the City Hall Campus Complex in conjunction with the ground array. Since Parsons Electric (the original project contractor) bowed out, we have been in discussions with Energy Alternatives and have reached a tentative agreement with them to act as the contractor for the new project. We have done the City's due-diligence in collecting the various documents that would be a part of this project. Attached is a Solar Budget Summary provided by Energy Alternatives as Attachment A.

DISCUSSION

This project would quite simply call for the construction of a 'solar array' on the roof of the City's Community Center and a ground mount "solar array" on the grassy knoll by the City Hall parking lot. The project would be constructed by Energy Alternatives, a local electrical contractor familiar with this type of build-out. The basic structure would provide for a 39kW generation system on the Community Center roof and a 39kW generation system by the City Hall parking lot. The energy would be derived from solar collection panels constructed by a local company, TenkSolar, using technology developed by 3M. The power generated would be inverted to a current-supply that would be fed directly into the power panel at the MCC and City Hall and utilized there. A meter would be installed at the input points to measure how much electricity is actually generated.

The builder has indicated an initial project cost of \$625,600.00. The actual cost to the City of Maplewood depends upon the actual cost of energy. Energy Alternatives uses a cost of \$0.08 per kWh produced for an estimated annual cost of \$9,192 for both sites. The energy revenue produced is estimated at \$4,500 per site for a total of \$9,000 per year. The term of the lease is for 7 years with a potential buy out of \$18,374. This would mean a pay back of two years for ownership or we could continue to lease the system(s) from Energy Alternatives. See

Attachment B for the Roof Mounted Proforma and Attachment C for the Ground Mounted Proforma.

The proposed budget makes a number of assumptions that need additional analysis and evaluation. The state grant award totaling \$100,000 remains a question, as a state panel must approve the award, but that will not occur until after this agenda report is prepared. A report on the grant will be made as part of this agenda presentation. The grant award expires on June 30, 2011, and requires a state obligation of the money prior to that date, so approval by the Council of this proposal at this time is required to continue to attempt to make this project a reality. We anticipate approval of that grant. Without the grant, we are unable to support the project. In addition, in the previous installation discussions with Parsons Electric, there are upgrades and replacement equipment that are necessary after 8 – 10 years of operation. These expenses, every 8 – 10 years, could be as high as \$23,000 that should be considered an operating expense. A final concern is that the budget is prepared assuming an energy rate of \$0.08 per kWh, although with energy interrupt incentives on our buildings, our current rate is \$0.045 kWh at MCC and \$0.06 kWh at City Hall. These assumptions will need to be adjusted as we move forward; however, with the replacement costs issues unknown, along with the final rate of power consumption calculation, the specifics of this proposal are still in question. The relative nature of the project is that it is not a money-making proposition for City Hall or MCC; but is likely, when all is put together, a demonstration project involving clean energy at a very minimal cost. Therefore, the staff analysis is that proceeding with a demonstration of clean energy minimal cost is reasonable to proceed, even with the last minute approvals needed and details remaining to be decided.

A State Grant will also be part of the new project, just as it was with the old one. The program has not changed, only the dates, essentially, as we are still contracting with the State to produce a solar energy “project.” While the new contract is not finished/filled out, it will not be materially different than the one approved by the Council last fall. A copy of that Contract is provided as Attachment D.

RECOMMENDATION

Based upon the material presented to us I would recommend that the City Council authorize the Mayor and City Manager to sign the appropriate grant documents, initiate the project and continue the process for an agreement with Energy Alternatives.

Attachments:

- A. Solar Budget Summary
- B. Rooftop Mounted Proforma
- C. Ground Mounted Proforma
- D. State of MN Contract



6/22/2011

City of Maplewood - Solar Project Budget Summary

- Community Center
- Adjacent Ground-Mount

Project Summary: Turnkey installation of two (2) 40kW solar electric systems with monitoring equipment.

Proposal includes all engineering, permitting, Xcel Energy applications, required site audit, and energy output guarantee. Maintenance and repair included for the term of the lease.

Total Estimated Project Cost:	
Community Center (39.96kW)	\$308,800.00
Ground-Mount (39.96kW)	316,800.00
Initial City Payment (from state grant)	(100,000.00)

Equipment Operations Lease Term: 72 Months

Monthly Equipment Operations Lease Payment:

Community Center:	\$369.00 or \$0.080 per kWh produced
Ground Mount:	\$397.00 or \$0.085 per kWh produced

Note: At today's utility prices the solar energy produce by each system will offset the City of Maplewood's current utility expenditures by approximately \$4,500.00 annually.

City of Maplewood would be the legal owner of the system. Energy Alternatives is the "tax owner" for all tax benefits during the leaseback term. At the end of the leaseback term EA exercises the bargain purchase option to purchase the system for \$1.00. City of Maplewood can then purchase the system from EA for \$8,855.00 (Community Center) & \$9,519.00 (Ground mount) or continue to lease the system on a year-to-year basis.

Structure approved by Xcel Energy to transfer tax ownership to EA

EA designs and installs the solar systems	
EA sells the solar systems to Maplewood for	\$625,600.00
EA leases the system back from Maplewood and makes all lease payments in advance in the amount of	\$525,600.00
Maplewood makes Operations Lease Payments.	

All rebates and tax incentives accrue to EA and are subject to change until final project approval by Xcel Energy.

Respectfully submitted,

Energy Alternatives, Inc.

Energy Alternatives Solar		City of Maplewood with \$50,000 Grant									
40kW Sysyem Proforma		Roof Mount					Customer Cash Flows				
Year	Grant Funds Received	System Purchase from EA	Leaseback Proceeds from EA	Operating Lease Payments to EA	Maintenance and Repairs	Electric Utility Bill Savings	Lease Buyout Payment	Annual Cash		Cumulative Cash	
								In	(Out)	In	(Out)
2011	\$ 50,000	\$ (308,800)	\$ 258,800	\$ (1,107)		\$ 1,123		\$	17	\$	17
2012				\$ (4,428)		\$ 4,494		\$	66	\$	83
2013				\$ (4,428)		\$ 4,561		\$	134	\$	217
2014				\$ (4,428)		\$ 4,630		\$	202	\$	419
2015				\$ (4,428)		\$ 4,699		\$	272	\$	691
2016				\$ (4,428)		\$ 4,770		\$	342	\$	1,033
2017				\$ (4,428)		\$ 4,841		\$	414	\$	1,447
2018				\$ (3,321)		\$ 4,914	\$ (8,855)	\$	(7,262)	\$	(5,815)
2019					\$ (350)	\$ 4,988		\$	4,638	\$	(1,178)
2020					\$ (350)	\$ 5,062		\$	4,712	\$	3,535
2021					\$ (350)	\$ 5,138		\$	4,788	\$	8,323
2022					\$ (350)	\$ 5,215		\$	4,865	\$	13,189
2023					\$ (350)	\$ 5,294		\$	4,944	\$	18,132
2024					\$ (2,850)	\$ 5,373		\$	2,523	\$	20,655
2025					\$ (350)	\$ 5,454		\$	5,104	\$	25,759
2026					\$ (350)	\$ 5,535		\$	5,185	\$	30,945
2027					\$ (2,850)	\$ 5,619		\$	2,769	\$	33,713
2028					\$ (350)	\$ 5,703		\$	5,353	\$	39,066
2029					\$ (350)	\$ 5,788		\$	5,438	\$	44,504
2030					\$ (2,850)	\$ 5,875		\$	3,025	\$	47,529
2031					\$ (350)	\$ 5,963		\$	5,613	\$	53,143
2032					\$ (350)	\$ 6,053		\$	5,703	\$	58,845
2033					\$ (350)	\$ 6,144		\$	5,794	\$	64,639
2034					\$ (350)	\$ 6,236		\$	5,886	\$	70,525
2035					\$ (350)	\$ 6,329		\$	5,979	\$	76,504
Totals	\$ 50,000	\$ (308,800)	\$ 258,800	\$ (30,993)	\$ (13,450)	\$ 129,802	\$ (8,855)	\$	76,504	\$	

Assume single inverter replacements in years 14, 17, and 20 at \$2,500 each.

Energy Alternatives Solar		City of Maplewood with \$50,000 Grant									
40kW Sysyem Proforma		Ground Mount									
		Customer Cash Flows									
Year	Grant Funds Received	System Purchase from EA	Leaseback Proceeds from EA	Operating Lease		Maintenance and Repairs	Electric Utility Bill Savings	Lease Buyout Payment	Annual Cash		Cumulative Cash
				Payments to EA	EA				In (Out)	In (Out)	
2011	\$ 50,000	\$ (316,800)	\$ 266,800	\$ (1,190)	\$ 1,123		\$ 1,123		\$ (66)	\$ (66)	\$ (66)
2012			\$ (4,760)	\$ 4,494			\$ 4,494		\$ (266)	\$ (266)	\$ (332)
2013			\$ (4,760)	\$ 4,561			\$ 4,561		\$ (198)	\$ (198)	\$ (530)
2014			\$ (4,760)	\$ 4,630			\$ 4,630		\$ (130)	\$ (130)	\$ (660)
2015			\$ (4,760)	\$ 4,699			\$ 4,699		\$ (60)	\$ (60)	\$ (721)
2016			\$ (4,760)	\$ 4,770			\$ 4,770		\$ 10	\$ 10	\$ (710)
2017			\$ (4,760)	\$ 4,841			\$ 4,841		\$ 82	\$ 82	\$ (629)
2018			\$ (3,570)	\$ 4,914			\$ 4,914	\$ (9,519)	\$ (8,175)	\$ (8,175)	\$ (8,804)
2019				\$ (350)			\$ 4,988		\$ 4,638	\$ 4,638	\$ (4,166)
2020				\$ (350)			\$ 5,062		\$ 4,712	\$ 4,712	\$ 546
2021				\$ (350)			\$ 5,138		\$ 4,788	\$ 4,788	\$ 5,335
2022				\$ (350)			\$ 5,215		\$ 4,865	\$ 4,865	\$ 10,200
2023				\$ (350)			\$ 5,294		\$ 4,944	\$ 4,944	\$ 15,144
2024				\$ (2,850)			\$ 5,373		\$ 2,523	\$ 2,523	\$ 17,667
2025				\$ (350)			\$ 5,454		\$ 5,104	\$ 5,104	\$ 22,771
2026				\$ (350)			\$ 5,535		\$ 5,185	\$ 5,185	\$ 27,956
2027				\$ (2,850)			\$ 5,619		\$ 2,769	\$ 2,769	\$ 30,725
2028				\$ (350)			\$ 5,703		\$ 5,353	\$ 5,353	\$ 36,077
2029				\$ (350)			\$ 5,788		\$ 5,438	\$ 5,438	\$ 41,516
2030				\$ (2,850)			\$ 5,875		\$ 3,025	\$ 3,025	\$ 44,541
2031				\$ (350)			\$ 5,963		\$ 5,613	\$ 5,613	\$ 50,154
2032				\$ (350)			\$ 6,053		\$ 5,703	\$ 5,703	\$ 55,857
2033				\$ (350)			\$ 6,144		\$ 5,794	\$ 5,794	\$ 61,650
2034				\$ (350)			\$ 6,236		\$ 5,886	\$ 5,886	\$ 67,536
2035				\$ (350)			\$ 6,329		\$ 5,979	\$ 5,979	\$ 73,515
Totals	\$ 50,000	\$ (316,800)	\$ 266,800	\$ (33,317)	\$ (13,450)	\$ (9,519)	\$ 129,802	\$ (9,519)	\$ 73,515	\$ 73,515	

Assume single inverter replacements in years 14, 17, and 20 at \$2,500 each.

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its commissioner of Commerce ("State") and «Organization», «Address1», «Address2», «City», «State», «Zip» ("Grantee").

Recitals

1. Under Minnesota Statute §216C.02 Subdivision 1, the State is empowered to enter into this grant.
2. The State is in need of assistance in the promotion of renewable energy resources.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** «Effective», or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

- 1.2 **Expiration date:** «Expires», or until all obligations have been satisfactorily fulfilled, whichever occurs first.

- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will execute the duties set forth in Exhibit A, incorporated herein by reference.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

- 4.1. **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

4.1.1. **Compensation.** The Grantee will be paid the lesser of **WORD WORD** dollars («Comp») or **Word** percent (**0%**) of actual eligible costs incurred in the performance of the Grantee's duties according to the breakdown of costs contained in the grant budget (Exhibit B) which is attached to and incorporated into this grant contract.

4.1.2. **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed **WORD WORD** dollars («Travel») or **WORD** percent (**0%**); provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.1.3. **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **WORD WORD** dollars («Total») or **WORD WORD** percent (**XX.XX%**) of the total actual, eligible costs incurred in the performance of the Grantee's duties specified in Exhibit A.

- 4.2. **Matching Requirements.** The Grantee certifies that the following matching requirement for the grant contract will be met by Grantee: No less than **WORD** percent («Match») of the total actual, eligible costs incurred in the performance of the Grantee's duties specified in Exhibit A.

- 4.3. **Payment**

4.3.1. **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the schedule as outlined in Exhibit A.

4.3.2. **Grants using regular federal funds could read as follows:**
Federal Funds. Payments under this grant contract will be made from federal funds contained by the State through the American Recovery and Reinvestment Act of 2009. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. These requirements include, but are not limited to, Title III, part D, of the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.) and regulations thereunder, U.S. Department of Energy Financial Assistance Rules (48 CFR 601), and Title 2 of the Code of Federal Regulations.

4.3.3. **Grants using regular federal funds could read as follows:**
Federal Funds. Payments under this grant contract will be made from federal funds contained by the State through Title III, part D, of the Energy Policy and Conservation Act. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. These requirements include, but are not limited to, Title III, part D, of the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.) and regulations thereunder, U.S. Department of Energy Financial Assistance Rules (48 CFR 601), and Title 2 of the Code of Federal Regulations.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is «State Contact», «State Title», «State Phone», or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is «Rep 1», «Rep 2», «Rep Title», «Rep Phone», or their successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. §16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.

10 Government Data Practices and Intellectual Property

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

10.2. **Intellectual Property Rights.** Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1. **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 **Termination by the State.** The State may cancel this grant contract at any time, with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may cancel this Grant Contract immediately if the State finds that there has been a failure to comply with the provisions of this Grant Contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Grant Contract if: 1) funding for Grant No. ~~US DOE Grant~~ is withdrawn by the US Department of Energy; 2) it does not obtain funding from the Minnesota Legislature, or other funding source; or 3) if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Grant Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Davis-Bacon Act (DBA) Requirements

Section 1516 of ARRA requires that all workers and mechanics employed by a contractor and subcontractor on construction, alteration, repair projects funded directly by the federal government, whether in part by ARRA, shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in which the work is being performed. The Secretary of Labor in accordance with subchapter IV of chapter 33 of title 28, United States Code, pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the United States Department of Labor has issued regulations 29 CFR Parts 1, 4, and 5 to implement the Davis-Bacon and related Acts. Wage determinations can be found at www.dhs.gov and additional information on DBA Requirements can be found at www.dhs.gov.

This contract does not explicitly or implicitly require that a scope of work be provided to satisfy the contract. The Grantee's Program must include activities or activities that require DBA compliance. However, if project work includes such activities, the state will hold the Grantee responsible for all federal requirements involving DBA wages and reporting. The responsibility of the Grantee to determine if DBA wages will apply to their program. Additional information on Davis-Bacon Act Requirements is located in Exhibit XX, which is attached and incorporated into this agreement.

17 Waste Management Plan

The Grantee is required to comply with all Federal, state and local regulations for waste disposal for projects funded through the Grantee's program. The Grantee must address waste generated by the project, if applicable, and describe the plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead paint, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the project.

18 Compliance with National Historic Preservation Act

Prior to the expenditure of federal funds, if applicable, projects must be evaluated to determine if they are subject to review under Section 106 of the National Historic Preservation Act (NHPA) of 1966 (36CFR 800). Section 106 applies to projects that may affect properties listed in or eligible for listing in the National Register of Historic Places. Properties meeting the following criteria will be subject to Section 106 review:

- Is at least 45 years old; and
- Listed in or eligible for listing in the NRHP (either individually or as part of a district);
- Any project involving ground disturbing activity (excavation, utility installation, etc.)

It is the responsibility of the Grantee to provide information needed to complete the Section 106 evaluation. Intentional efforts to circumvent these requirements by altering or damaging historic property that is eligible for federal grant funding will be cause for termination of the grant, as defined in section 106 of the NHPA. Failure to comply with these requirements may result in the grant being terminated.

Section 110 (16 U.S.C. 470b-7(e)) - Antiquities Act (AWA). (16 U.S.C. 470b-7(e)) Federal agencies shall ensure that the agency will not grant a coal, land guarantee, permit, license, or other advantage to an applicant who, with intent to avoid the requirements of section 110 of this Act, has intentionally significantly adversely affected a historic property to which the grant would relate, or having legal power to prevent or allow such significant adverse effect to occur, unless the agency, after consultation with the Advisory Council on Historic Preservation, determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant.

Initiating a grant funded project before reviews required under Section 106 of the NHPA have been completed may cause significant delays in the release of grant funds, require negotiated mitigation, or result in an outright loss of federal funding.

19 Disadvantaged Business Enterprises

Projects funded in whole or in part from funds received by the Grantee directly from this grant contract must, to the extent practicable, ensure that bidding contractors are qualified and participate in available apprentice and training programs for all work performed. Bidding for contracts must, to the extent practicable, use the process established in Minnesota Statutes, section 16C.16, subdivision 4, 5, 6 and 7, except that subdivision 12 does not apply.

20 Buy American

The Grantee confirms that, if applicable, it is in compliance with the Buy American provision in the American Reinvestment and Recovery Act of 2009 (ARRA) (Section 1605 of Title XI) which directs that, subject to certain exceptions, no funds appropriated or otherwise made available for a project may be used for the construction, alteration, maintenance, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the United States.

A Grantee requesting a determination regarding the applicability of the Buy American restrictions for lack of quantity or quality, increase of cost of the project by more than 25 percent, or inconsistency with the public interest must be submitted to the State prior to the execution of the grant agreement. The process of review shall include the information and applicable supporting data required by 49 CFR 135.400 (b) and (d) in the request. Exceptions must be approved by the State and the United States Department of Energy.

Additional information, including category exclusions and exceptions, on Buy American can be found at: www1.eere.energy.gov/recovery/buy_american_provision.html.

21 Reporting

Section 1512 of the American Recovery and Reinvestment Act of 2009 (ARRA) states recipients of "Recovery Act funds must comply with the extensive reporting requirements." Laws of Minnesota 2009, Chapter 138, Article 5, Section 2 (accountability and transparency reporting) specifies additional recipient reporting requirements related to ARRA funding.

- A) Monthly, the Grantee must submit progress reports detailing the progress and tasks completed of the grant agreement funded in whole, or in part with ARRA funds, including percent of project completion to the State by the 5th day of each month for the recording month's work.
- B) Quarterly, the Grantee must submit additional grant related information, including but not limited to data regarding hiring practices for jobs retained or created under this agreement and information related to training where applicable. The Grantee shall report this information on a form prescribed by the State, which must be submitted to the State by the 5th day of each month following the end of the quarter for the preceding quarter's work. If the grant contract ends prior to the end of the quarter, the Grantee shall submit all data or accounts this requirements for this quarter up to the end date of the grant contract and submit it with the final report.

If a Grantee does not comply with these requirements the State reserves the right to withhold funding.

22 Compliance with U.S. Department of Energy's Flow Down Requirements

It is the responsibility of the Contractor to fully understand, and be in compliance, with all U.S. Department of Energy's flow down requirements, found in Attachment 1 to this agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

CFMS: _____

3. MN DEPARTMENT OF COMMERCE

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

By: _____

Title: _____

Date: _____

2. «ORGANIZATION»

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

Distribution:

MN Dept. of Commerce, Accounting Dept.
Grantee
State's Authorized Representative (copy)

By: _____

Title: _____

Date: _____

Exhibit A

Grantee's Duties

Exhibit B

Grantee's Budget

Exhibit C

Clause I. Davis Bacon Act and Contract Work Hours and Safety Standards Act.

**U.S. Department of Energy's
Flow Down Provisions**

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Adopt a Resolution Authorizing Submission of a Request for State Bonding Funds for the Design and Construction of a Regional Fire Training Facility
DATE: June 21, 2011

INTRODUCTION

One of our funding sources for the regional fire training facility that we are pursuing is the state's bonding fund. One of the requirements needed for our application is a resolution authorizing the request for state bonding funds. We will also be pursuing other grants and private partnerships as we move forward with this project. Our meetings with both the Washington County and Ramsey County Fire Chiefs have been positive with commitments from many. Because this is a regional program, I am hopeful that we will be included in the 2012 bonding funds for design and construction of the fire training facility in the amount of 50% of the construction costs, or \$3,000,000. As we move forward with this project, we will be asking for assistance from our legislatures for their support in obtaining the state bonding funds.

RECOMMENDATION

I recommend that the city council approve Resolution #1 "Authorizing Submission of Request for State Bonding Funds for the Design and Construction of a Regional Fire Training Facility".

Att.

**CITY OF MAPLEWOOD
RESOLUTION # 1
AUTHORIZING SUBMISSION OF REQUEST FOR
STATE BONDING FUNDS FOR THE DESIGN AND CONSTRUCTION OF A REGIONAL
FIREFIGHTER TRAINING FACILITY**

WHEREAS, the Minnesota State Legislature is accepting allocations for Capital Bonding Requests, for the 2012 Legislative Session; and

WHEREAS, the City of Maplewood has deemed the design and construction of a regional Firefighter Training Facility a high priority project; and

WHEREAS, the City of Maplewood is in need of Capital Bond funding to provide gap financing to supplement local and other funding for the design and construction of a regional Firefighter Training Facility; and

NOW, THEREFORE BE IT RESOLVED, that the Maplewood City Council authorizes the submission of a request to the Minnesota State Legislature for 2012 bonding funds for the design and construction of a regional Firefighter Training Facility in the amount of 50% of the construction costs, or \$3,000,000.

Date Adopted: June 27, 2011

Maplewood City Council

Will Rossbach, Mayor

ATTEST:

Karen Guilfoile, City Clerk

AGENDA
SPECIAL CITY COUNCIL MEETING
MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY
June 27, 2011
Council Chambers, City Hall

The Economic Development Authority, (EDA), is a statutorily-authorized body organized under State Statute §469.090 and is charged with carrying out economic and industrial development and re-development within the City and surrounding area. The Mayor and City Council make up the EDA and the City Manager serves as its Director.

The EDA will conduct a meeting during the Regular City Council Meeting that is scheduled to convene at 7:00 p.m. on June 27, 2011.

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. NEW BUSINESS

1. Meeting of the Economic Development Authority
 - a. Call to Order by EDA President
 - b. Approval of EDA Agenda
 - c. Consider Approval of Loan to St. John's Hospital for its Participation in the Trillion BTU Program
 - d. Adjourn

E. ADJOURNMENT

MEMORANDUM

TO: James Antonen, City Manager
FROM: Michael Martin, AICP, Planner
Chuck Ahl, Assistant City Manager
SUBJECT: **Consider Approval of Loan to St. John's Hospital for Participation in the Trillion BTU Program**
DATE: June 21, 2011

INTRODUCTION

HealthEast is moving forward with an energy efficiency project at St. John's Hospital utilizing a loan program that has been established by the St. Paul Port Authority. The St. Paul Port Authority's Trillion BTU Program aims to save one trillion BTUs of energy by providing loans to large businesses for energy efficiency improvements to their facilities. The St. Paul Port Authority is also working to maximize the impact of this program by partnering with other local economic development authorities (EDA) who would also issue loans to local businesses.

BACKGROUND

The Minnesota Department of Commerce's Office of Energy Security (OES) awarded \$5 million in seed money to the St. Paul Port Authority to create a revolving loan fund for energy efficiency improvements in commercial and industrial buildings. The \$5 million grant from OES, coupled with other sources of funding, helps fund the St. Paul Port Authority's Trillion BTU Program. Once fully implemented, the revolving loan fund is projected to generate the equivalent of 300,000 MMBTU in electric and natural gas energy savings annually. The St. Paul Port Authority forecasts that the annual cost savings resulting from the fully-funded revolving loan fund could approach \$3 million.

DISCUSSION

The project at St. John's Hospital will upgrade and improve the energy efficiency of the facility's lighting and chiller systems. The cost of these improvements will be \$875,000. Xcel Energy will be providing a rebate of \$75,000 for these efficiencies, making the final loan amount \$800,000. As discussed earlier, the St. Paul Port Authority is partnering with local EDAs in order to ensure its project has the most impact. This proposal would call for the Maplewood EDA to loan St. John's Hospital \$400,000 for its improvements. If approved, the loan would be issued in July and payments to the city would begin in August.

The \$400,000 would be borrowed from the city's general fund to the Maplewood EDA who would then issue the loan. The city currently has funds that are invested with revolving maturities, which the \$400,000 would be diverted from to be used for this investment. The city would lend the \$400,000 to St. John's and be repaid over a five-year period at a four percent interest rate. Any interest earned from the loan would be split between the city's general fund and the Maplewood EDA. The city's finance department estimates the city would earn just more than \$40,000 of interest over five years. These dollars would begin to help the EDA in its broader

efforts. It needs to be noted that this is an unsecure loan, meaning if HealthEast defaulted the city would not be able to recoup any funds.

SUMMARY

Alan Kantrud, the city's attorney, has reviewed this proposal and associated legal documents and is comfortable with the city's participation. Attached to this report is the draft participation agreement between the city and the St. Paul Port Authority. Also attached is an informational flyer produced by the St. Paul Port Authority on its Trillion BTU Project. Staff believes this proposal is a great opportunity for the city to show its support of a significant energy efficiency program and a key local business in Maplewood.

COMMISSION ACTION

The business and economic development commission reviewed this proposal at its meeting on June 23, 2011. This report was sent out to the EDA before the commission meeting. Staff will report the commission's recommendation at the June 27, 2011 EDA's meeting.

BUDGET IMPACT

If this loan proposal is approved, \$400,000 would be transferred from the city's general fund to the Maplewood EDA. The EDA would then loan the money to St. John's.

PROCESS

The City Council will be acting as the EDA to process this loan request. In order to conduct business as the EDA, the Mayor should temporarily suspend the regular City Council meeting for the purpose of conducting an EDA meeting. Once that action is taken, the EDA President, Mr. Nephew, should call to order the EDA Meeting, which has been posted as a separate meeting. The Council, acting in their authority as the EDA, should consider this item based upon the agenda report as written. The staff recommendation is to approve the loan arrangement with St. John's Hospital. The EDA should make that contingent upon the City Council approving the loan agreement to the EDA. Once the business of the EDA is concluded, the President of the EDA should adjourn the EDA and return presiding authority to the Mayor who should then bring the regular meeting back to order for consideration of the loan agreement with the EDA.

RECOMMENDATION

Approve a loan of up to \$400,000 from the city of Maplewood's Economic Development Authority, in partnership with the St. Paul Port Authority, to HealthEast's St. John's Hospital for energy efficiency improvements.

Attachments

1. Trillion BTU Program Participation Agreement
2. Trillion BTU Program Promotional Materials

TRILLION BTU PROGRAM
PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is entered into this 1st day of July, 2011 by and between the Port Authority of the Participant of Saint Paul (the “Port Authority”) and City of Maplewood (the “Participant”).

WHEREAS, the Trillion BTU Program (the “Trillion BTU Program”) has been established by the Port Authority to make revolving loans to industrial and commercial businesses for energy conservation and retrofit purposes; and

WHEREAS, the objective of the Trillion BTU Program is that loan monies advanced from the Trillion BTU Program be matched by an equal amount from a local lender; and

WHEREAS, the Participant has established a loan fund for the purpose of making loans to Maplewood businesses, and wishes to make funds available from that program for the purposes described herein.

NOW THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Description of the Loan.

1.1. The Port Authority has agreed to make a loan to St. John’s Hospital (the “Borrower”) in the amount of \$875,000.00 (the “Loan”) for the purposes of paying eligible costs of the project described on Exhibit A hereto (the “Project”).

1.2. For this Loan, \$475,000.00 will be contributed by the Port Authority from the funds available in the Trillion BTU Program and \$400,000.00 will be contributed by the Participant. Amounts to be contributed by the Participant will be deposited with the Port Authority on the Closing Date, as described in Section 3 hereof.

1.3. Interest on the Loan will be computed and charged to the Borrower at the annual rate of four percent (4%).

1.4. The term of the Loan shall not exceed ten (10) years. The Port Authority shall have sole discretion to determine the appropriate loan terms.

1.5. In making the Loan, and in determining the appropriate loan terms, the Port Authority will take into account the carbon credits or other environmental benefits accruing to the Port Authority as a result of the Project. The Participant’s interest in the Loan, as described herein, will not include any direct benefit from those carbon credits or environmental matters, but rather is limited to a share of the principal and interest payments made by the Borrower.

Section 2. Loan Documentation.

2.1. The Borrower shall be required to execute a loan agreement in substantially the form attached hereto as Exhibit B, together with such other collateral documentation as is reasonably required by the Port Authority, in its sole discretion. The Participant’s interest in the promissory note(s) and any such other collateral documentation is subordinate to that of the Port Authority.

2.2. The schedule for loan payments to be made by the Borrower shall be determined by the Port Authority as provided in Section 1.4, above, and said payments shall be made to the Port Authority on a monthly basis in accordance with the loan agreement.

2.3. The books, records, documents and accounting procedures and practices of the Port Authority relevant to this Agreement shall be subject to examination by the Participant or its designees, at reasonable times and upon reasonable notice. In addition, so long as this Agreement is in force and effect, the Port Authority shall, upon the written request of the Participant, but no more than annually, furnish the Participant with a written report summarizing the monthly payments or other payments with respect to the Loan received by the Port Authority, the amounts paid as interest on the Loan, the payments and prepayments of the principal amount of the Loan, any foreclosure actions or enforcement proceedings with respect to any security for the repayment of the Loan and any amounts derived therefrom, together with an accounting of the applications of such amounts.

Section 3. Loan Closing.

3.1. [describe expected date and place of closing (the "Closing Date").]

3.2. The Participant's contribution to the Loan shall be deposited with the Port Authority, by the Participant, on or before the Closing Date.

Section 4. Loan Repayment and Participation.

4.1. The Port Authority shall have a fifty percent (50 %) interest in the Loan and the Participant shall have a fifty percent (50%) interest in the Loan, provided that the Participant's interest in the Loan shall be subordinate to Port Authority's interest in the Loan as provided in Section 5, below.

4.2. Except as otherwise provided in Section 5.3, below, on the fifteenth day of each month, beginning August 15, 2011, the Port Authority shall pay to the Participant that portion of the payments received from the Borrower on or before the 15th day of the prior month which represents the Participant's share of principal and interest paid on the Loan, as described in Section 4.1, above.

4.3. In receipt and disbursement of any sums covered by this Section, the Port Authority will exercise the same care as would be exercised in the handling of loans for its own account.

Section 5. Subordination.

5.1. The right of the Participant to any and all security for the repayment of the Loan shall be subordinate to the right of the Port Authority to receive any amounts due to it from any security for the repayment of the Loan, to the extent of the Port Authority's interest in the Loan.

5.2. The right of the Participant to receive any repayments from the monthly payments made by the Borrower shall be subordinate to the right of the Port Authority to receive all such monthly payments made by the Borrower.

5.3. So long as the Borrower shall not be in default of its obligation to repay the Loan, or of any of its obligations under any documents or instruments incidental thereto (any such default referred to herein as an "Event of Default"), the Port Authority, upon receipt of any monthly payment or any prepayment by the Borrower, shall remit to the Participant that portion of said monthly payment or prepayment which represents the Participant's pro rata share of the principal amount of the Loan, as described in Section 4.1, above. In no event shall the Port Authority withhold from the Participant any of the Participant's pro rata share of monthly payments or prepayments received by the Port Authority, except during the continuance of an Event of Default.

After an Event of Default shall have occurred, and during the continuance of such Event of Default, then, upon receipt of any monthly payments from the Borrower, or upon receipt of any other payment from any source by or on behalf of the Borrower, the Port Authority shall apply the entire amount of such payment: first, to pay all costs and expenses incurred by the Port Authority in connection with the foreclosure or other enforcement of any note, mortgage or other document evidencing or securing the repayment of the Loan; second, to pay interest then due on the Port Authority's interest in the Loan; and third, to pay or prepay of the outstanding principal amount of the Port Authority's interest in the Loan, until all interest due to the Port Authority and the entire principal amount of the Port Authority's interest in the Loan have been paid in full. Thereafter the Port Authority shall apply the remainder of the amounts remaining pay or prepay the principal amount of and interest on the Participant's interest in the Loan.

5.4. The Participant shall promptly remit to the Port Authority any Loan repayment received directly from the Borrower.

Section 6. Miscellaneous.

6.1. The Port Authority shall promptly advise the Participant, in writing, of any default by the Borrower in repaying any amounts due under the terms of the Loan or under any mortgage, agreement, instrument or document evidencing or securing repayment of the Loan.

6.2. Any mortgage, agreement, instrument or other document securing repayment of the Loan shall be foreclosed or enforced only upon the written consent of both the Participant and the Port Authority, such consent not to be unreasonably withheld. In the event that consent from the Participant has not been received within 90 days after notice of default, and information regarding the Port Authority's proposed actions, has been given to the Participant by the Port Authority, the Participant shall be deemed to have consented to the Port Authority's proposed actions. As provided in Section 5.3, in foreclosing any mortgage or enforcing any remedy under any other agreement, instrument or document evidencing or securing repayment of the Loan, the Port Authority shall be entitled to receive all amounts derived from such foreclosure or enforcement until the Port Authority has recovered all amounts due to it with respect to its interest in the Loan and its costs incurred in such foreclosure or enforcement. Thereafter, the Port Authority shall remit to the Participant all remaining amounts derived from such foreclosure or enforcement, up to the amounts needed to pay or prepay the principal amount of and interest on the Participant's interest in the Loan.

6.3. This Agreement incorporates the terms of all mortgages, agreements, instruments or documents securing the repayment of the Loan, if any, which are attached hereto as Exhibits, and are incorporated by reference herein.

6.4. This Agreement shall continue in full force and effect until all amounts payable under the Loan have been paid in full.

6.5. The Port Authority shall not execute a satisfaction of any mortgage, agreement, or document securing the repayment of the Loan without the prior written consent of the Participant.

6.6. The Port Authority is hereby granted, subject to paragraphs 6.1, 6.2, and 6.5, the power and authority to administer, manage and service the Loan; to waive the performance of obligations of the Borrower; to excuse the nonoccurrence of conditions; to exercise collection rights with respect to any collateral; to foreclose against any collateral or to accept a transfer in lieu of foreclosure; to collect and receive any and all payments, collections and proceeds of collateral made or delivered by or for the account of the Borrower and at its sole discretion to release such payments, collections and proceeds to the Borrower or apply the same to the payment of indebtedness; to enforce rights against third parties; to manage and control proceedings in the Borrower's bankruptcy; and otherwise to do and refrain from doing any and all acts and things which the Port Authority

would be required or permitted to do or refrain from doing in connection with the Loan if it had retained its entire interest as lender in the Loan, but acting on behalf of the Participant and all other participants, if any.

6.7. Neither the Port Authority nor any of its directors, officers, employees or agents shall be liable for any action taken or omitted by the Port Authority or any of them except in the case of gross negligence or willful misconduct.

6.8. Neither the Port Authority nor the Participant (i) shall be liable or responsible for any representations or warranties made by, or for obligations binding upon or assumed by, the Borrower or anyone else; or (ii) makes any representation or warranty as to the genuineness, legality, validity, perfection, priority, enforceability or sufficiency of the Loan; or of any security interests, mortgage liens, guaranties, or other collateral rights and remedies securing the Loan; or of any of the documents evidencing the Loan or any other agreement made or instrument, document or writing issued thereunder, in connection therewith, or as a result thereof; or (iii) makes any representation or warranty as to the Borrower, as to any financial statements or collateral reports submitted by or for the Borrower, as to any risk of loss with respect to the Loan, or as to any matter whatsoever; or (iv) shall have any right or recourse against the other party hereto.

6.9. This Agreement may be executed in any number of counterparts.

6.10. The rights and obligations of the parties to this Agreement shall inure to their respective successors and assigns.

6.11. This Agreement is a continuing agreement and shall remain in full force and effect until payment in full of the Loan and all interest due thereon. Upon such payment in full, this Agreement shall automatically terminate.

6.12. Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by telecopy, registered or certified mail (postage prepaid), nationally recognized overnight courier (fee prepaid) or delivered during a business day to the address of the receiving party set forth on the signature hereof.

IN FURTHERANCE WHEREOF, the parties hereto have set their hands as of the day and year first above written.

**PORT AUTHORITY OF THE CITY
OF SAINT PAUL**

By _____
Its President

Port Authority of the City of Saint Paul
1900 Landmark Towers
345 St. Peter Street
St. Paul, MN 55102-1661
Telecopy: 651-223-5198

CITY OF MAPLEWOOD

By _____
Its _____

City of Maplewood
1830 E County Road B
Maplewood , MN 55109
Telecopy: 651.249.2909

EXHIBIT A
Description of Project

EXHIBIT B

Draft Loan Agreement



TRILLION **BTU**
ENERGY EFFICIENCY IMPROVEMENT PROGRAM

SUMMARY

The

TRILLION BTU ENERGY EFFICIENCY IMPROVEMENT PROGRAM

will save Minnesota businesses money by reducing energy consumption by up to one trillion Btus a year and be one of the first in the nation to use energy conservation as an economic development tool.

HOW IT WORKS

- The Saint Paul Port Authority is using Federal stimulus monies through the Minnesota Department of Commerce to create a business loan program.
- Businesses voluntarily agree to energy audits paid for by Xcel Energy Co.
- Engineering studies then are performed on facilities with conservation opportunities, 25% of the cost paid by the participating business and 75% paid by Xcel Energy.
- Installation of necessary physical improvements covered by a Port Authority Loan and an Xcel Energy Rebate.
- Loan repayment is less than estimated energy savings.

For more information and a loan application, contact Pete Klein,
Vice President for Finance, Saint Paul Port Authority
(651) 204-6211 • TOLL FREE (800) 328-8417 • info@sppa.com



PROGRAM OUTCOMES

- Businesses will achieve reduced energy costs.
- Innovative “postive-cash-flow” project financing following stringent technical and financial due diligence.
- Job retention - Participating businesses will be more competitive and able to maintain employment levels.
- Job creation - Minnesota will become a national resource for the energy conservation industry.
- More of Minnesota’s capital will remain in the State and less will go to purchase foreign fossil fuels.
- Fewer energy production facilities will be needed in the future.
- Annual reduction in energy consumption of one trillion Btus - equivalent to yearly energy usage of half of Downtown of Saint Paul.



For more information and a loan application, contact Pete Klein,
Vice President for Finance, Saint Paul Port Authority
(651) 204-6211 • TOLL FREE (800) 328-8417 • info@sppa.com



PUBLIC POLICY GOALS

- To improve the economic competitiveness of Minnesota businesses and enhance their ability to retain and create jobs.
- To expand the existing energy conservation industry, creating new “green jobs” and a national center of expertise.
- To reduce the use of fossil fuels along with the associated pollution and greenhouse gas emissions.
- To enhance the ability of utilities to meet their energy savings goals in the Next Generation Energy Act of 2007.

PARTNERS

- U.S. Department of Energy
 - Minnesota Legislature
- Minnesota Department of Commerce
 - Jeremy deFiebre - (651) 297-1221
 - Xcel Energy Co.
 - Greg Palmer - (651) 229-2207
- Center for Energy and the Environment
 - Carl Nelson - (612) 335-5871



For more information and a loan application, contact Pete Klein, Vice President for Finance, Saint Paul Port Authority
(651) 204-6211 • TOLL FREE (800) 328-8417 • info@sppa.com



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AGENDA REPORT

TO: City Manager

FROM: Finance Manager

RE: Approval of Internal Loan from City General Fund to Economic Development Authority and Direction to Prepare Loan Agreement

DATE: June 21, 2011

INTRODUCTION

The Saint Paul Port Authority is using Federal stimulus monies through the Minnesota Department of Commerce to create a business loan program aimed at reducing energy consumption by up to one trillion BTU's a year. The Port Authority is partnering with local EDA's to help fund the program. It is recommended that the Maplewood EDA participate in the loan program by contributing \$400,000 which will be paid back over 5 years at a 4% interest rate. It is proposed that the EDA borrow the money from the General Fund which will be paid back over 5 years at a 2% interest rate.

FINANCIAL IMPACT

Monthly payments are required to be made by St. John's with a charged interest rate of 4%. Staff is recommending that 2% go to the General Fund for repayment of the loan to the EDA and 2% go to the EDA.

RECOMMENDATION

Staff recommends approval of an internal loan from the City General Fund to the Maplewood Economic Development Authority at a 2% interest rate and direction to prepare the required loan agreement.

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Karen Guilfoile, Citizen Services Manager
DATE: June 17, 2009
SUBJECT: Approve New Manager for Intoxicating Liquor License Holder AMF
Maplewood Lanes, Marietta Marie Jacobs

Introduction

Marietta Marie Jacobs has submitted an application to assume the on-sale intoxicating liquor license manager responsibilities for AMF Maplewood Lanes, 1955 English Street.

Background

A background check was conducted on Ms. Jacobs and nothing has been identified in the background check that would prohibit her from assuming the manager responsibilities for AMF Maplewood Lanes.

Chief Thomalla met with Ms. Jacobs to discuss measures to eliminate the sale of alcoholic beverages to underage persons, general security and retail crime issues, and the Maplewood Liquor Ordinances.

Consideration

It is recommended that the City Council approve Ms. Jacobs as the on-sale intoxicating liquor license manager for AMF Maplewood Lanes.

MEMORANDUM

TO: James Antonen, City Manager
FROM: Michael Martin, AICP, Planner
Chuck Ahl, Assistant City Manager
SUBJECT: **Eldridge Fields Preliminary Plat**
LOCATION: Unused Eldridge Avenue Right-of-Way, West of Prosperity Avenue, East of John Glenn Junior High School
DATE: June 22, 2011

INTRODUCTION

Project Description

Keith Frank of Frank Construction, Inc. is proposing to develop a 1.4 acre site into five single-family lots. The lots will be accessed by a new public cul-de-sac road constructed in the existing Eldridge Avenue unused right-of-way off of Prosperity Avenue. Mr. Frank is proposing the same lot layout as what was approved in 2006.

Request

To build this project, Mr. Frank is requesting that the city approve the preliminary plat.

Background

June 26, 2006: The city council approved a resolution vacating the west 136.75 of the 23-foot Eldridge Avenue right-of-way. The council also approved a preliminary plat for Eldridge Fields. The final plat was never applied for and thus preliminary plat approval has lapsed. The public vacation approval does not lapse.

DISCUSSION

Neighborhood Comments

The site currently consists of two large lots on the south side of the Eldridge Avenue right-of-way and four small lots on the north side. These lots are located behind two existing houses on Prosperity Avenue (2095 and 2111 Prosperity Avenue). The new road will be constructed within the existing 49.5-foot-wide Eldridge Avenue right-of-way which is located between these existing houses.

There is an 80-foot-wide vacant lot located on the north side of Eldridge Avenue, east of the new plat and west of 2111 Prosperity Avenue. As such, a condition of the Eldridge Avenue plat approval should be the extension of the utilities in front of the vacant lot. This is discussed further in the engineering department comments attached to this report. The owners of the vacant lot will be assessed for the public improvements.

Zoning/Land Use

The two existing lots on the south side of Eldridge Avenue are zoned double dwelling residential (R-2). The four existing lots on the north side of Eldridge Avenue are zoned single dwelling residential (R-1). Single family houses are permitted uses in both zoning districts. All six existing

parcels are guided by the 2030 Comprehensive Plan as Low Density Residential.

Adjacent zoning to the north is R-1 with existing single family houses and mixed use (MU) to the south with an existing light manufacturing business.

Preliminary Plat

Chapter 34 of the city code (subdivisions) regulates the platting or subdividing of property in Maplewood. The purpose of this part of the code is “to protect and promote the public health, safety and general welfare, to provide for the orderly, economic and safe development of land...” As such, the city must balance many interests when reviewing and considering a subdivision in Maplewood. These include the interests of the property owner, the developer, the neighbors and the city as a whole. Section 34-6 of the code says that “the planning commission may recommend and the city council may require such changes or revisions of a preliminary plat as deemed necessary for the health, safety, general welfare and convenience of the city.”

Lot Sizes and Dimensions

Within the single dwelling residential (R-1) zoning district the required lot size is 10,000 square feet and the required lot width is at least 75 feet at the front setback line. Within the double dwelling residential zoning (R-2) district the required lot size for single dwelling houses is 7,500 square feet and the required lot width is at least 60 feet at the front setback line. As proposed, the lots in the plat will range from 10,171 square feet to 14,737 square feet with an average lot size of about 11,655 square feet and will meet or exceed the required lot width requirements.

Public Vacation

The applicant previously requested the city vacate a section of the Eldridge Avenue right-of-way. This section of right-of-way is 136.75 feet long by 30 feet wide. According to the county plat maps, the north 30 feet of this section of right-of-way was vacated to John Glenn Junior High School's property. The existing 30-foot-wide portion of the right-of-way was not needed for any road or other public improvements and as such was in the public interest to vacate. The city council approved the vacation in 2006.

City Engineering Department Comments

The city engineering department has been working with the applicant in reviewing this proposal and plans. Steve Kummer's comments are attached to this report. As noted in the engineering comments, the city is going to install the improvements on this site as part of a public improvement project – including utilities, street and curbing.

Trail

There is an opportunity to install an 8-foot-wide pedestrian trail on top of the new sanitary sewer line extending north from the end of the new cul-de-sac to Burke Avenue. This trail will be located on the west side of the new house at Lot 1, Block 1 of the new plat and west of the existing house at 1646 Burke Avenue. This trail will ensure pedestrian and bicycle access from the new Eldridge Avenue cul-de-sac to John Glenn and Burke Avenue.

Tree Removal/Replacement

The city's tree preservation ordinance has been amended and updated since the previous 2006 approval. The applicant will need to submit a tree preservation plan and an updated landscape plan in order to meet the city's ordinance.

The applicant's landscape plan shows the planting of 24 trees (14 evergreen trees including Norway pine and Black Hills spruce and 10 deciduous trees including maple and ash). The evergreen trees are proposed along the west and south side of the two southern lots to create a buffer and screening from the school and adjacent light manufacturing business. In order to ensure an adequate screen and buffer from these uses, staff recommends that the applicants plant additional evergreen trees along these property lines. The evergreen trees should be staggered at least one tree every 15 feet along the west and south property lines of the southern lots. This would require the applicant installing 12 more trees, for a total of 36.

Watershed District

The Ramsey/Washington Metro Watershed District is reviewing the development proposal and will have to issue Mr. Frank a permit before the contractor starts construction.

Other Comments

Building Department: David Fisher, building official, states that all of the new houses must meet the building code.

Police Department: Lt. Dick Dobler states that there are no police concerns with the proposed plat.

Fire Department: Butch Gervais, fire marshal, states that there are no fire safety concerns with the proposed plat.

COMMISSION ACTION

Planning Commission

The planning commission held a public hearing for this item at its meeting on June 7, 2011 and recommended approval for the preliminary plat per staff's recommendations.

BUDGET IMPACT

None.

RECOMMENDATIONS

Approve Keith Frank's preliminary plat date stamped May 9, 2011, for the Eldridge Fields plat to be located along the existing Eldridge Avenue right-of-way, west of Prosperity Avenue and east of John Glenn Junior High School. Approval is subject to the following conditions:

- a. Have the city engineer approve final construction and engineering plans. These

plans shall comply with all requirements as specified in the city engineering department's May 23, 2011, engineering plan review including the developer entering into a development agreement with the city, extending the sanitary sewer main to the east to allow for future service to the vacant lot on the north side of Eldridge Avenue, and the construction of a swale on the John Glenn property to direct the storm water flow west.

- b. Revise the plat to show a drainage and utility easement for the storm sewer pipe and the two rainwater gardens over Lots 2 and 3, Block 2.
- c. Prior to final plat approval, the following must be submitted for city staff approval:
 - 1) Homeowner's association documents to ensure the maintenance of the rainwater gardens, retaining walls, and trees.
 - 2) A tree preservation plan showing the replacement of all significant trees as required by ordinance. The tree plan must inventory all significant trees located within the area to be developed and reflect which of those are to be removed.
 - 3) Revised landscape plan which includes 12 additional evergreen trees. The additional evergreen trees should be 6 feet in height and should be staggered every 15 feet along the west and south property lines of the southern lots. The landscape plan needs to specify the species, size and number of trees replaced in order to determine if the tree replacement requirements are being met.
- d. Have Xcel Energy install two street lights as follows: 1) at the intersection of Prosperity Avenue and Eldridge Avenue; and 2) at the end of the Eldridge Avenue cul-de-sac. The exact location and type of light shall be subject to the city engineer's approval.
- e. Record all easements and owners association agreements with the final plat.

CITIZENS' COMMENTS

Staff surveyed the owners of the 37 properties within 500 feet of this site. Four property owners responded as follows:

1. Mildred Grealish, 2111 Prosperity Avenue: I have nothing against this proposal except the increase of traffic for Prosperity Road! Has anyone checked to see how much pedestrian traffic is used to get to and from the Gateway Trail? Also, since the extension of Phalen all the way to County Road B – there is a lot more motorized traffic. It seems that this bears looking into before any new projects.
2. Keith and Sharon Miller, 1654 County Road B East: I have no comments.
3. Alfred and Jean Clemen, 1662 Burke Avenue: We have lived here for 48 years and feel that the activity created by all that has to be done will undoubtedly be accompanied by our two dogs that are penned in back yard barking. It would put undue strain on us to calm them. Also is this does go through, we would request a privacy fence.
4. Dotti Ann Lehmann, 2053 Prosperity Road: Leave the woods alone. We don't need any more developments around here! You will change the structure and make up of Prosperity Road forever. It is insane. Too many houses and a road! One house only!

REFERENCE INFORMATION

SITE DESCRIPTION

Site size: 1.4 Acres
Existing land use: Vacant Lot

SURROUNDING LAND USES

North: Single Family Houses (Zoned R-1)
South: Light Manufacturing Business (Zoned MU)
West: John Glenn Junior High School (Zoned R-1)
East: Single Family Houses (Zoned R-1)

PLANNING

Existing Land Use: Low Density Residential
Existing Zoning: R-1 and R-2

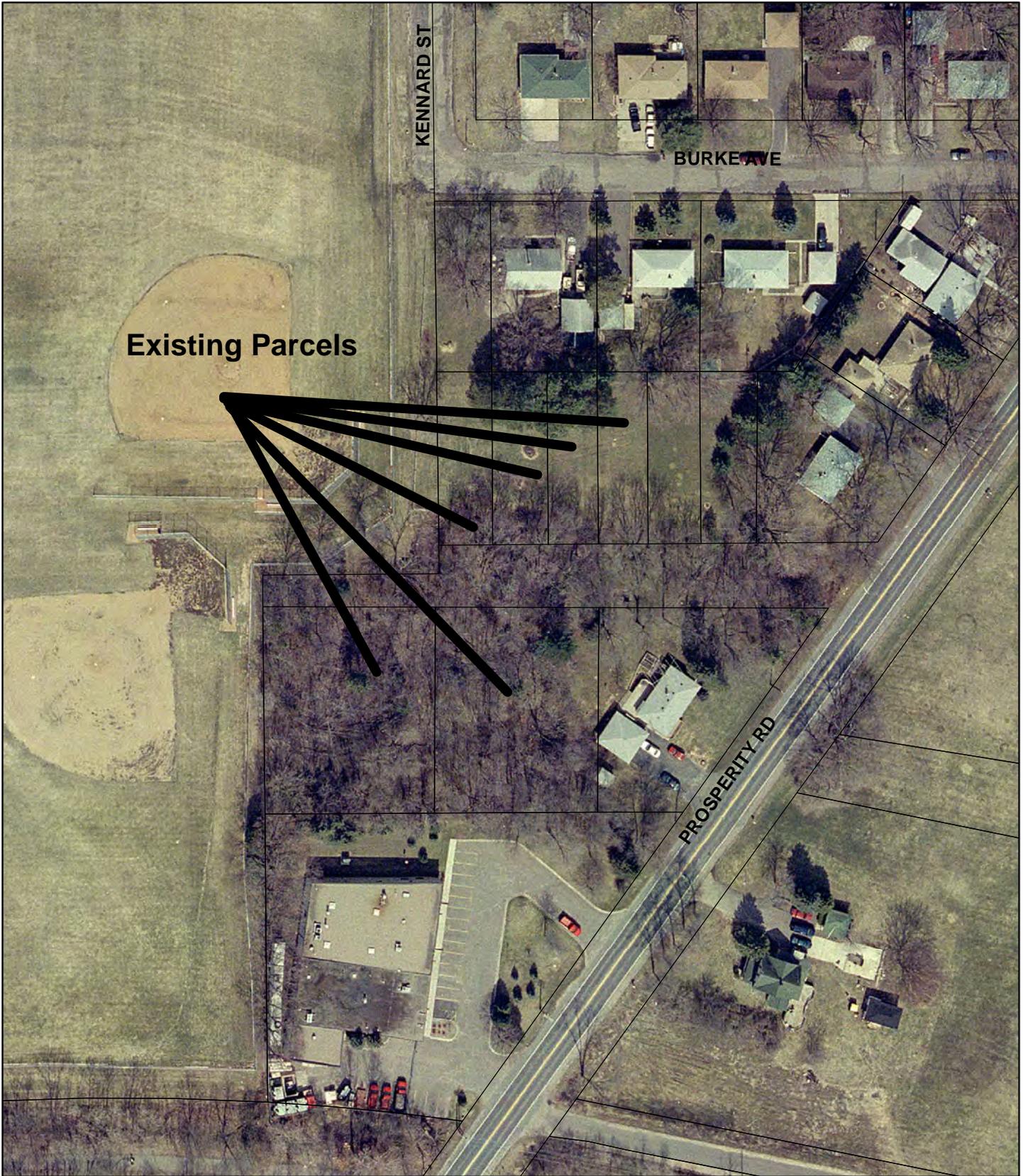
Application Date

The city received all the application materials for this request (including the proposed plans) on May 9, 2011. State law requires the city to take action on this request within 60 days. As such, city council action is required by July 8, 2011. As stated in Minnesota State Statute 15.99, the city is allowed to take an additional 60 days, if necessary, in order to complete the review of this application.

p:\sec 15\Eldridge Fields_PC_060711

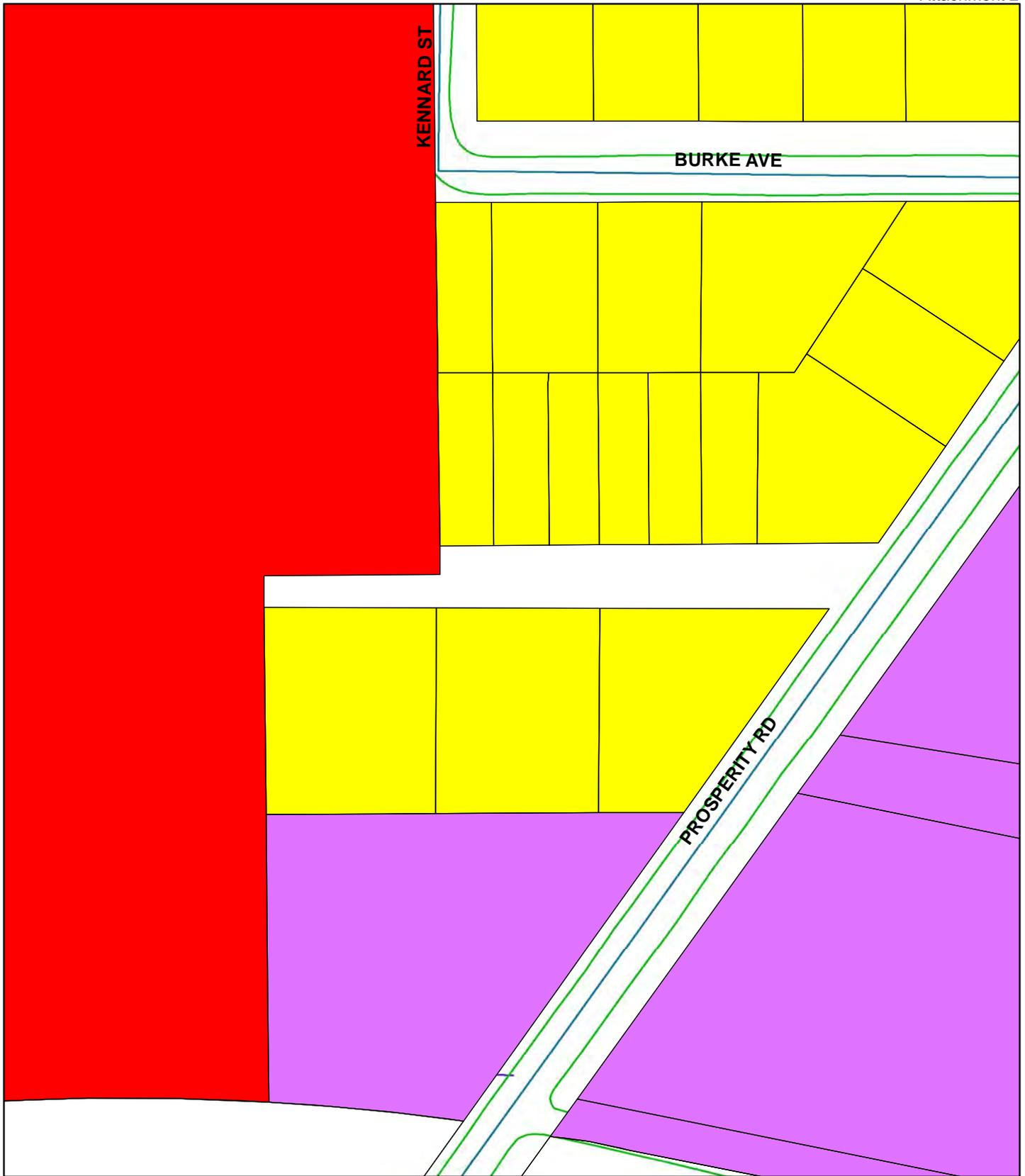
Attachments:

1. Location Map
2. Land Use Map
3. Zoning Map
4. Existing Conditions
5. Site Plan
6. Preliminary Plat
7. Grading Plan
8. Erosion Control Plan
9. Utility Plan
10. Landscape Plan
11. Engineering Plan Review
12. Draft planning commission minutes, June 7, 2011
13. Applicant's Project Plans (Separate Attachment)



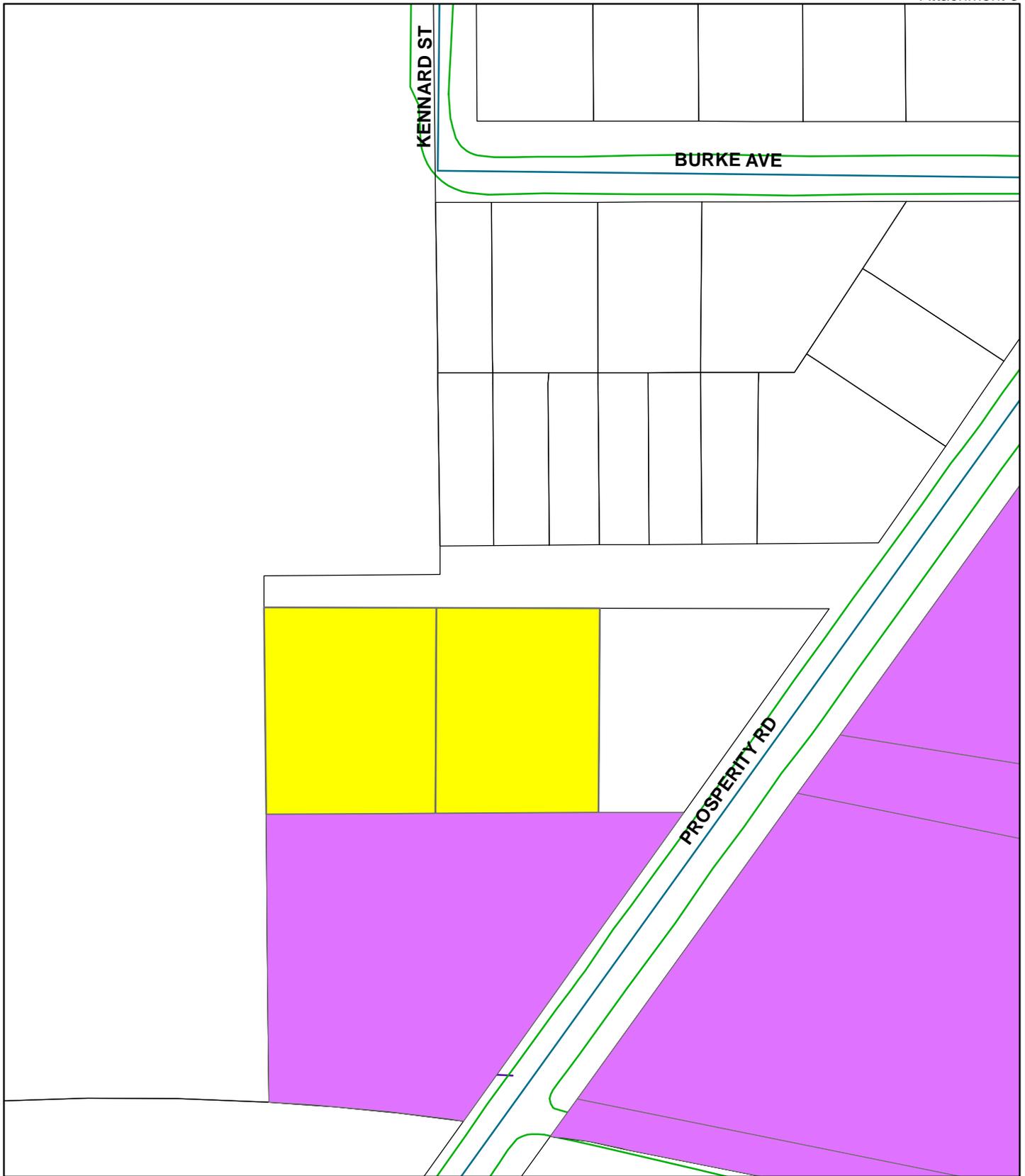
Eldridge Fields

Location Map



Eldridge Fields
2030 Future Land Use

- Low Density Residential
- Mixed Use
- Government

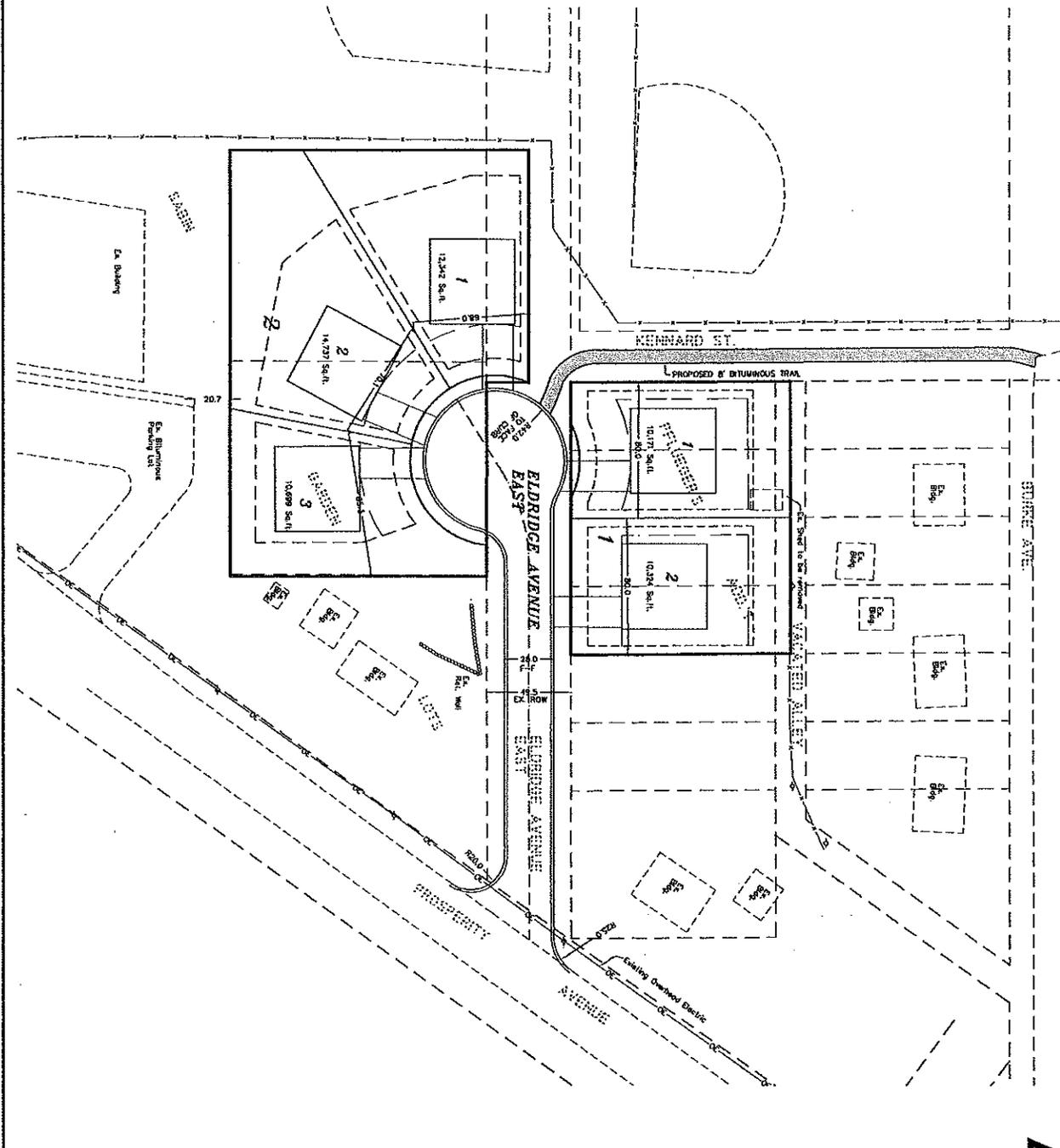


Eldridge Fields

Current Zoning

- R1 - Single Dwelling Residential
- R2 - Double Dwelling Residential
- Mixed Use

Drawing: 041021 (City/Planner/VP-St/22/24) 4/07
 Layout: Site Plan
 Date: 04/13/06 10:28 am
 4-Ref: Dwg: 041001 (Civil) 4/07
 7-Ref: Dwg: 041001 (Civil) 4/07



ELDRIDGE FIELDS
 City of Maplewood
 Ramsey County, Minnesota

SITE DATA:

Current zoning	SP-2 (MUNICIPAL SERVICE, 2-3-3000) SPC
Proposed zoning	SP-1 (MUNICIPAL SERVICE, 1-3-3000) SPC
Total Site Area	51,573 sq ft
Right-of-way Area	3,893 sq ft
Net Area	28,673 sq ft
Net Density	1.3
Setback	38 ft (1/4)

SETBACK REQUIREMENTS:

- Front Yard: 30 Feet
- Side Yard: 10 Feet
- Side Setback: 10 Feet
- Street Setback: 10 Feet
- Site Center: 20 Feet
- Minimum 100 Feet at Season: 70,000 sq ft
- Minimum 100 Feet: 70,000 sq ft



SHEET TITLE: **ELDRIDGE FIELDS SITE PLAN**

PREPARED FOR: **KEITH FRANK**
 1327 EDGEMONT STREET, APT. A
 ST. PAUL, MN 55101
 Phone: (612) 363-6686

DATE: 05/01/06

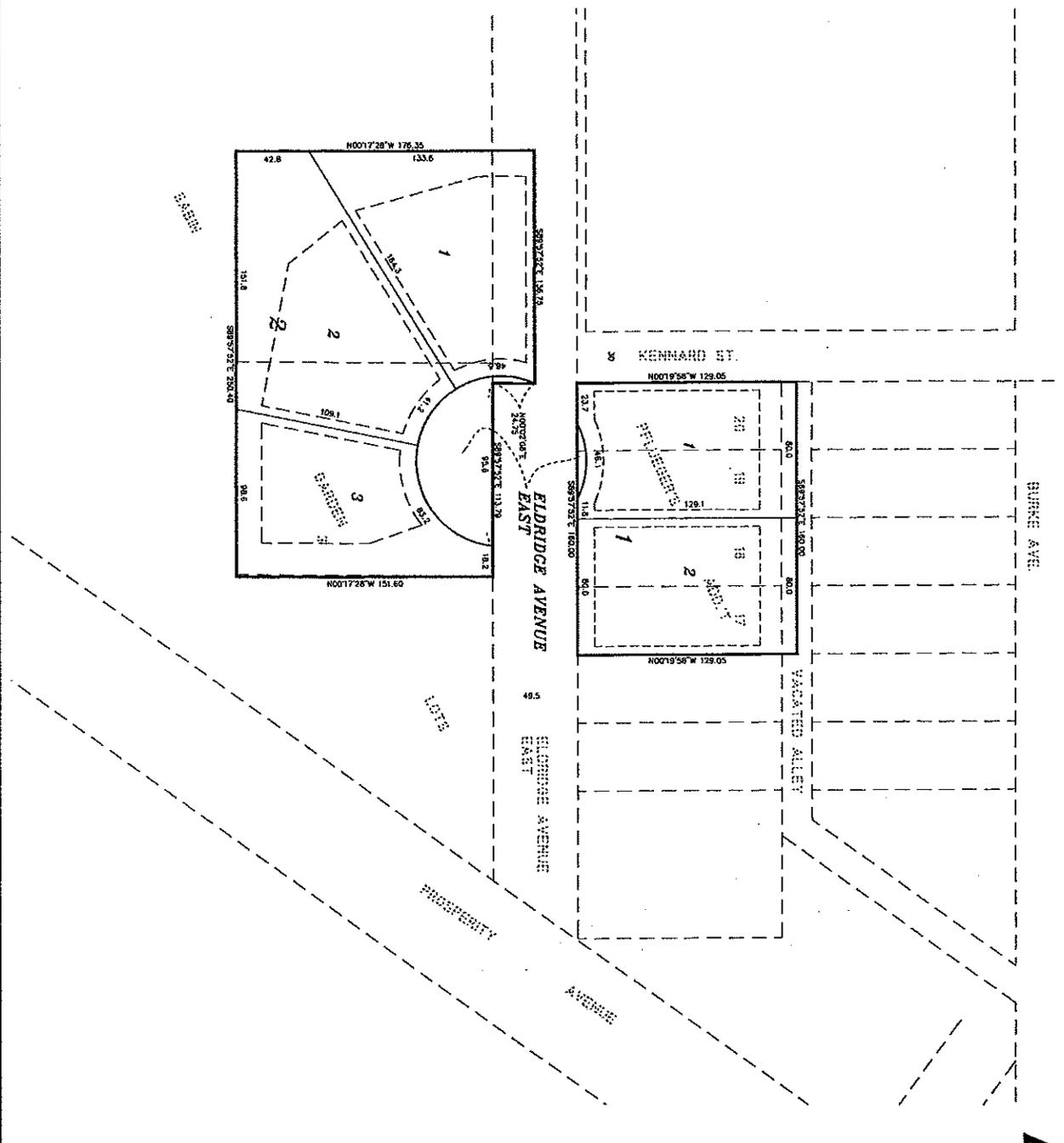
PREPARED BY: **HEDLUND**
 PLANNING ENGINEERING SURVEYING
 2005 Pk. Oak Drive
 Edina, MN 55122
 Phone: (612) 405-8800
 Fax: (612) 405-8800

NOTIFICATION: I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: **Rondoli C. Hedlund** Date: **MN. LIC. NO. 19278**

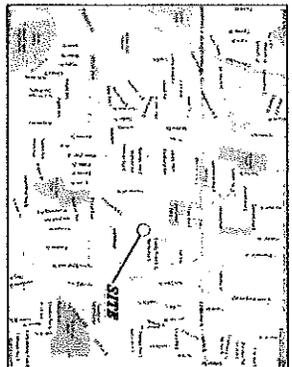
REVISIONS	DATE	BY
Revisions For City Comments	07/25/06	AM

Drawn: J. G. 02/10/14 4:41 PM dwg: 14-01-PP-Plat(223X).dwg
 Layout: J. G.
 Plot Date: 02/20/14 11:27am
 P-Ref Dwg: 02/10/14 04:49g
 A-Ref Dwg: 02/10/14 04:49g



ELDRIDGE FIELDS
 City of Maplewood
 Ramsey County, Minnesota

LEGAL DESCRIPTION:
 Lots 17 through 20, Block 5, Pioneer's Addition, together with the South Half of the alley that would become a new lot by reason of the vacation thereof.
 The East 200.00 feet of the North 20.00 feet of the North 151.00 feet of Lot 1, Block 7, Section 3, Town 146N, Range 10E, together with that part of the South Half of Edgemoor Avenue E. lying east of the westerly corner of the intersection of the said lot of the West 125.00 feet of said lot 3, Block 7.



- INDEX:**
- 1) COVERSHEET/PRELIMINARY PLAT
 - 2) SITE PLAN
 - 3) GRADING PLAN
 - 4) EROSION CONTROL PLAN
 - 5) UTILITY PLAN
 - 6) EXISTING CONDITIONS
 - 7) LANDSCAPE PLAN
 - 8) BIRTH SHEET

PRELIMINARY
 NOT FOR CONSTRUCTION

Scale 1" = 30'

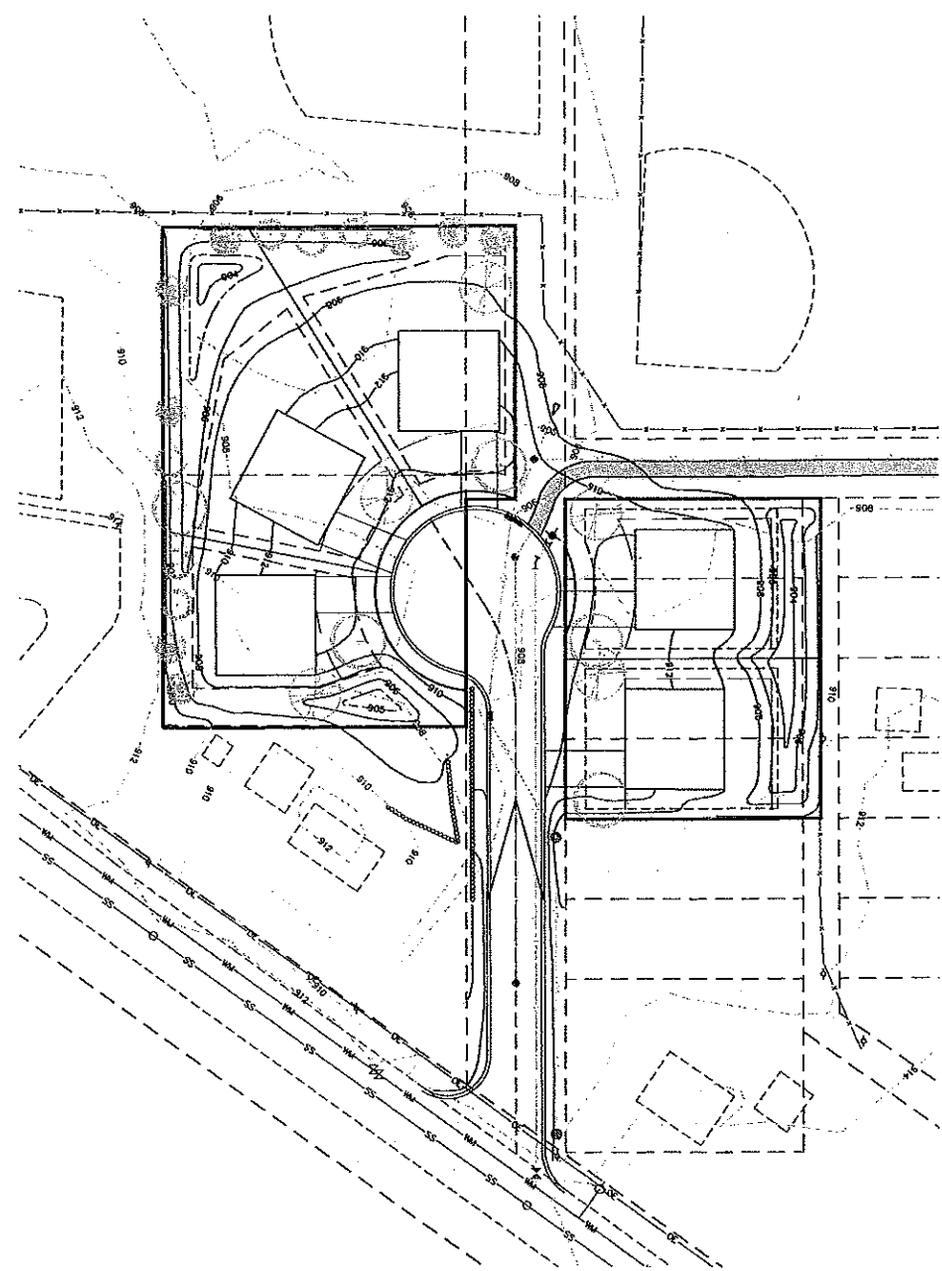
PREPARED FOR:
KEITH FRANK
 1327 EDGEMOOR STREET, APT. A
 ST. PAUL, MN 55101
 Phone: (612) 363-8888

PREPARED BY:
HEDLUND
 PLANNING ENGINEERING SURVEYING
 2005 Pine Oak Drive
 Eden, MN 55122
 Phone: (651) 405-6600
 Fax: (651) 405-6606

CERTIFICATION:
 I hereby certify that this survey plan, report, or description was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.
 Signature: Jeffrey D. Lindgren Date: MR. LIC. NO. 14376

REVISIONS			
REVISIONS	DATE	BY	DATE
Resubmit Per City Comments	3/29/14	J.G.	

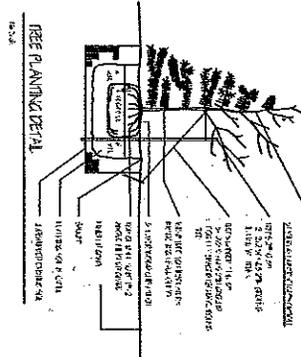
Drawing: 051001.dwg
 1-0-0 Landscaping Plan
 1-0-0-0 11/20/06 12:00:00
 2-0-0 Rev: 05/20/06 14:00:00
 3-0-0 Rev: 05/20/06 15:00:00
 4-0-0 Rev: 05/20/06 16:00:00
 5-0-0 Rev: 05/20/06 17:00:00



ELDRIDGE FIELDS
 City of Maplewood
 Ramsey County, Minnesota

SYMBOL	PLANT LIST: Site Plantings	COMMON NAME	SIZE/NOTES
(Symbol)	1. 40' x 40' x 40' x 40' x 40'	Autumn Blue Spruce	2-1/2" x 3/8"
(Symbol)	2. 10' x 10' x 10' x 10' x 10'	Pyramidal Juniper	2-1/2" x 3/8"
(Symbol)	3. 10' x 10' x 10' x 10' x 10'	Black Hill Spruce	6"-8" x 3/4"
(Symbol)	4. 10' x 10' x 10' x 10' x 10'	Henry's Pine	6"-8" x 3/4"

Total tree count = 15 trees
 Replacement trees = 14 trees
 Total tree count = 14 trees
 Total tree count = 14 trees



PRELIMINARY
 NOT FOR CONSTRUCTION

Scale 1" = 30'

SHEET TITLE: **ELDRIDGE FIELDS LANDSCAPE PLAN**

PREPARED FOR: **KEITH FRANK**
 1337 EDGEMONT STREET, APT. A
 ST. PAUL, MN 55101
 Phone: (612) 363-8898

PREPARED BY: **HEDLUND**
 PLANNING ENGINEERING SURVEYING
 2005 Pine Oak Drive
 Eden Prairie, MN 55322
 Phone: (952) 405-8600
 Fax: (952) 405-8606

REVISIONS

NO.	DATE	BY
1	05/20/06	BT
2	07/10/06	BT

PROJECT NUMBER: 051001

Engineering Plan Review

PROJECT: Eldridge Fields
PROJECT NO: 11-10 (Original 06-09)
COMMENTS BY: Steve Kummer, P.E. – Staff Engineer

DATE: 5-23-2011

PLAN SET: Original Set dated 5-1-2006

REPORTS: HydroCAD Computations dated 7-13-06

Summary

Keith Frank is proposing to subdivide a 1.4-acre property west of 2095 Prosperity Avenue into five homesites.

Request

The applicant is requesting preliminary plat. This proposal was originally reviewed by engineering staff in May 2006. This review accounts for any engineering comments that may have been addressed at the time of the first application submittal in 2006.

The scope of this review includes aspects of site design including, but not limited to, geometrics, paving, grading, drainage utilities, temporary sediment and erosion control and permanent storm water management.

The following are Engineering review comments on the design review, and act as conditions prior to issuing demolition, grading, sewer, and building permits:

Drainage and Treatment

- 1) The Lark-Prosperity improvements (project 07-15) takes ditch drainage from the west side of Prosperity Avenue, intercepts the flow at Burke Avenue, and conveys the flow to County Road B via a storm sewer in Burke Avenue. Design the storm sewer system for the drainage area from Burke Avenue to the south along Prosperity Avenue.
- 2) In lieu of discharging into the John Glenn Middle School ditch along the west side of Kennard Street, analyze the feasibility of connecting into the new storm sewer along Burke Avenue and Kennard Street, specifically at a catch basin on the south side of Burke Avenue just east of Kennard Street. The City will verify the capacity of this storm sewer to accept the additional flow from the development.

If the connection into the existing Burke/Kennard storm sewer is not feasible and the applicant prefers discharging into the John Glenn swale, then the applicant is required to ascertain a drainage and utility easement and provide the necessary grading within the swale to ensure positive drainage.

- 3) Provide more survey and grading information along Kennard Street. Provide grading information on the swale down to County Road B.
- 4) CBMH #6 is the low point catch basin that picks up drainage from Prosperity. The applicant may want to consider a swale along the north side of Eldridge Avenue in lieu of installing CB #7 and piping the flows.
- 5) Provide updated HydroCAD computations with a drainage area map and labeling on the HydroCAD computations consistent with the map.
- 6) Provide storm sewer design calculations.
- 7) Analyze the feasibility using the back yard rain water gardens to treat all or a portion of the storm water runoff from the new street now that the amount of flow that the Eldridge storm sewer system will capture is significantly decreased.
- 8) Provide storm sewer to facilitate drainage between the two rain gardens on Lots 2,3 Block 2.
- 9) Drainage and utility easements are required for any rain garden that will accept street runoff.
- 10) Provide soil boring information to the City. Provide a minimum 2 cores from the roadway and one core for each rain garden.
- 11) Provide rain garden construction details including profile view of rain garden cross section and rock sump construction.
- 12) Phase the construction of the rain gardens appropriately to minimize siltation and compaction of the basin bottoms. It may be good practice to rough-grade the gardens for use as temporary sedimentation basins and then prepare the gardens for planting after all grading on the homesites are completed. It's been problematic in subdivisions where builders construct the homes, silt in the gardens, and then the gardens have to be reconstructed in order to function as intended. Note the appropriate construction phasing on the plans. Native seeding and/or planting of the gardens must occur immediately after final grading and preparation is completed.
- 13) Provide planting plans for rain gardens. Planting plan review shall be coordinated through Virginia Gaynor, the City's Open Space Coordinator.
- 14) Show the rim and invert elevations for both of the catch basins at the end of the cul-de-sac.

Grading and Erosion Control

- 15) Provide a storm water pollution prevention plan detailing all NPDES and MPCA guidelines and practices to manage storm water pollution prevention for a construction site. For example provide street sweeping and watering information and how concrete truck washout effluent will be handled.
- 16) Provide sediment and erosion control plan phasing information for the construction of the individual homes. Plans for the construction of each home should work with the overall erosion control plan for the site.
- 17) Retaining wall construction shall not encroach on neighboring private property.
- 18) Retaining wall greater than 4 feet in height require a building permit and shall also have a fence installed at the top of wall. Retaining wall shop drawings shall be provided to the City at the time of filing for permit.

Utilities

- 19) Show 8-inch sewer main as Schedule 35 PVC.
- 20) Connect all sewer services into the main via wyes. No direct connections are allowed into manholes. Provide Schedule 40 PVC for sewer services.
- 21) Provide a sewer and water service for the undeveloped lot east of Lot 2 Block 1.
- 22) Verify the existence of an easement or right-of-way for the proposed sanitary sewer and storm sewer extensions to the north.

Miscellaneous

- 23) Provide a copy of all necessary permits prior to start of construction including MDH watermain extension, MPCA sanitary sewer extension, NPDES Construction Permit, SPRWS approvals.
- 24) The developer shall provide maintenance agreements recorded each property or one homeowners association agreement for the maintenance of the rain gardens.
- 25) The developer shall enter into a Developer's Agreement with the City. The agreement will stipulate the maintenance of the rain gardens and details the requirements for the public improvements. The street and utility installations shall be considered part of the public improvements and shall follow through the statute 429 process.

-END COMMENTS-

DRAFT
MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, JUNE 7, 2011

5. PUBLIC HEARING

a. 7:00 p.m. or later Preliminary Plat for Eldridge Fields Single Dwelling Development on Eldridge Street

- i. Planner, Michael Martin gave the report and answered questions of the commission.
- ii. City Engineer, Steve Kummer gave further information to the commission.

The applicant Keith Frank, Frank Construction addressed the commission.

Chairperson Fischer opened the public hearing.

No one came forward to address the commission.

Chairperson Fischer closed the public hearing.

Commissioner Boeser moved to approve Keith Frank's preliminary plat date-stamped May 9, 2011, for the Eldridge Fields plat to be located along the existing Eldridge Avenue right-of-way, west of Prosperity Avenue and east of John Glenn Junior High School. Approval is subject to the following conditions:

- a. Have the city engineer approve final construction and engineering plans. These plans shall comply with all requirements as specified in the city engineering department's May 23, 2011, engineering plan review including the developer entering into a development agreement with the city, extending the sanitary sewer main to the east to allow for future service to the vacant lot on the north side of Eldridge Avenue, and the construction of a swale on the John Glenn property to direct the storm water flow west.
- b. Revise the plat to show a drainage and utility easement for the storm sewer pipe and the two rainwater gardens over Lots 2 and 3, Block 2.
- c. Prior to final plat approval, the following must be submitted for city staff approval:
 - 1) Homeowner's association documents to ensure the maintenance of the rainwater gardens, retaining walls, and trees.
 - 2) A tree preservation plan showing the replacement of all significant trees as required by ordinance. The tree plan must inventory all significant trees located within the area to be developed and reflect which of those are to be removed.
 - 3) Revised landscape plan which includes 12 additional evergreen trees. The additional evergreen trees should be 6 feet in height and should be staggered every 15 feet along the west and south property lines of the southern lots. The

landscape plan needs to specify the species, size and number of trees replaced in order to determine in the tree replacement requirements are being met.

- d. Have Xcel Energy install two street lights as follows: 1) at the intersection of Prosperity Avenue and Eldridge Avenue; and 2) at the end of the Eldridge Avenue cul-de-sac. The exact location and type of light shall be subject to the city engineer's approval.
- e. Record all easements and owners association agreements with the final plat.

Seconded by Commissioner Yarwood.

Ayes – Chairperson Fischer,
Commissioner's Bierbaum
Boeser, Desai, Martin, Pearson
Tripller, & Yarwood.

Abstention – Commissioner Nuss

The motion passed.

Commissioner Nuss abstained because she didn't agree with requirement in condition c.
1) Homeowner's association documents to ensure the maintenance of the rainwater gardens, retaining walls, and trees.

MEMORANDUM

TO: Jim Antonen, City Manager
 FROM: Michael Martin, AICP, Planner
 Chuck Ahl, Assistant City Manager
 SUBJECT: **Resolution Identifying the Need for Livable Communities Demonstration Account Funding and Authorizing an Application for Grant Funds**
 LOCATION: Gladstone Neighborhood - Frost Avenue and English Street
 DATE: June 20, 2011

INTRODUCTION

City staff is requesting that the city council adopt the attached resolution (Attachment 1). This resolution is required by the Metropolitan Council as part of the city's application for a pre-development demonstration grant through the Livable Communities Demonstration Account (LCDA) Program. This program was established by the Livable Communities Act (MN Statutes Chapter 473.25(b)) and provides funds for development or redevelopment projects that connect development with transit, intensify land uses, connect housing and employment, provide a mix of housing affordability, and provide infrastructure to connect communities and attract investment.

The city is requesting a grant in the amount of \$100,000 in order to help fund proposed updates to the alternative urban areawide review (AUAR) and master plan for the Gladstone Redevelopment project area. These two documents were initially prepared and adopted more than four years ago and are in need of updating. State statute requires AUARs be updated five years after adoption. The grant would provide the city an opportunity to update the AUAR before it expires and to ensure it reflects the council's priorities and goals established by the Gladstone Neighborhood Redevelopment Master Plan.

BACKGROUND

November 2003 the City of Maplewood received an \$8,000 LCDA grant from the Metropolitan Council in order to hire a planning consultant to develop a redevelopment concept plan for the Gladstone Neighborhood.

December 4, 2006, the Metropolitan Council awarded a \$1.8 million LCDA grant to the City of Maplewood for public improvements associated with Phase I redevelopment of the Gladstone Neighborhood. Phase I included the redevelopment of the St. Paul Tourist Cabin site (940 Frost Avenue) with a 180-unit senior housing development.

March 2007 the city council approved the Gladstone Neighborhood Redevelopment Plan, which is a guide to redevelopment in the Gladstone Neighborhood. The Plan includes a conceptual redevelopment plan, housing densities, and commercial components which are based on market forces and other redevelopment variables existing at the time of adoption.

December 31, 2009, the City of Maplewood was forced to rescind the \$1.8 million LCDA grant due to the original redevelopment proposal for the St. Paul Tourist Cabin site falling through.

January 25, 2010, the city council adopted the 2030 Comprehensive Plan, which reguides the land use designation in the Gladstone Neighborhood to meet the use and density as proposed in the Gladstone Neighborhood Redevelopment Plan.

September 27, 2010, the city council approved several rezonings within the Gladstone

neighborhood. The zoning changes were reflective of the future land use designations established in the 2030 Comprehensive Plan.

DISCUSSION

LCDA Grant Funds

The Metropolitan Council has available LCDA grant funds of \$9 million for 2011 for communities seeking funding for development or redevelopment projects that meet the goals of the 2030 Regional Development Framework as follows:

- Develop land uses in centers linked to the local and regional transportation systems;
- Efficiently connect housing, jobs, retail centers and civic uses;
- Develop a range of housing densities, types and costs; and
- Conserve, protect and enhance natural resources by means of development that is sensitive to the environment.

Of the \$9 million available for LCDA grant funds, \$1 million has been set aside for pre-development grants. Pre-development grants are intended to assist cities with redevelopment plans or other studies in anticipation of future redevelopment in line with the Metropolitan Council's Regional Development Framework. Staff is proposing applying for a pre-development grant to assist the city in updating the AUAR and master plan for the Gladstone Neighborhood. Another potential use of the grant funds would be the development of a mixed-use zoning code specific to the Gladstone Neighborhood. This would depend on the amount of grant awarded and the scope required to update the AUAR and master plan.

Local Resolution

As part of the LCDA grant process, the Metropolitan Council requires that a resolution be adopted by the city council in support of the grant application. This resolution must be submitted to the Metropolitan Council no later than August 15, 2011. This resolution must authorize the grant application and identify the need for LCDA funding, such that the project could not occur in the foreseeable future "but-for" LCDA funds. The Metropolitan Council supplied the city with an example resolution for use in this regard (Attachment 1).

BUDGET IMPACT

Adopting the attached resolution will have no impact on the city's budget. The grant application has the potential of providing the city with funds to use to update the Gladstone Neighborhood plans.

RECOMMENDATION

Adopt the attached resolution (Attachment 1) showing the city's intent to comply with the Livable Communities Demonstration Account Program contract requirements for the requested \$100,000 development grant for updates to the alternative urban areawide review and master plan for the Gladstone Neighborhood.

p:\com_dvpt\Gladstone\2011 Livable Communities\Resolution Memorandum

Attachments:

1. Livable Communities Demonstration Resolution

RESOLUTION NO. _____
CITY OF MAPLEWOOD, MINNESOTA

**RESOLUTION IDENTIFYING THE NEED FOR
LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT FUNDING AND
AUTHORIZING AN APPLICATION FOR GRANT FUNDS**

WHEREAS the City of Maplewood is a participant in the Livable Communities Act's Housing Incentives Program for 2011 as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Demonstration Account funds; and

WHEREAS the City has identified a proposed project within the City that meets the Demonstration Account's purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS the City has the institutional, managerial and financial capability to ensure adequate project administration; and

WHEREAS the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and

WHEREAS the City agrees to act as legal sponsor for the project contained in the grant application submitted no later than July 15, 2011; and

WHEREAS the City acknowledges Livable Communities Demonstration Account grants are intended to fund projects or project components that can serve as models, examples or prototypes for development or redevelopment projects elsewhere in the region, and therefore represents that the proposed project or key components of the proposed project can be replicated in other metropolitan-area communities; and

WHEREAS only a limited amount of grant funding is available through the Metropolitan Council's Livable Communities Demonstration Account during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of Demonstration Account grant funding; and

NOW THEREFORE BE IT RESOLVED that, after appropriate examination and due consideration, the governing body of the City:

1. Finds that it is in the best interests of the City's development goals and priorities for the proposed project to occur at this particular site and at this particular time.
2. Finds that the project component(s) for which Livable Communities Demonstration Account funding is sought:

- (a) will not occur solely through private or other public investment within the reasonably foreseeable future; and
 - (b) will not occur within two years after a grant award unless Livable Communities Demonstration Account funding is made available for this project at this time.
3. Represents that the City has undertaken reasonable and good faith efforts to procure funding for the project component for which Livable Communities Demonstration Account funding is sought but was not able to find or secure from other sources funding that is necessary for project component completion within two years and states that this representation is based on the following reasons and supporting facts:

A fundamental assumption from the outset of the Gladstone Neighborhood Redevelopment process has been that redevelopment must be self-sufficient and that revenues needed to pay for redevelopment activities should not impact the city's general fund , which is funded by city-wide property taxes. In order for the city to continue its planning efforts within the Gladstone Neighborhood other revenue streams must be sought after.

4. Authorizes its city staff to submit on behalf of the City an application for Metropolitan Council Livable Communities Demonstration Account grant funds for the project component(s) identified in the application, and to execute such agreements as may be necessary to implement the project on behalf of the City.

_____ this 27th day of June, 2011.

Mayor

Clerk

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Steven Love, Assistant City Engineer
Jon Jarosch, Civil Engineer I
SUBJECT: **Bartelmy-Meyer Area Street Improvements, City Project 11-14, Resolution
Ordering Preparation of Feasibility Study**
DATE: June 17, 2011

INTRODUCTION

The Bartelmy-Meyer Area streets are generally located southeast of Stillwater Road, west of Sterling Street, and north of Minnehaha Avenue (*see attached drawing*). These streets are listed in the approved 2012 – 2016 Maplewood Capital Improvement Plan (CIP) as a proposed project for the 2012 construction season. The city council will consider initiating the project by approving the attached resolution ordering the preparation of a feasibility study.

Background

The Bartelmy-Meyer Area streets have continued to deteriorate over the years with the streets having a current weighted average PCI rating of 36 (on a scale from 1 to 100) as indicated on the approved 2012 – 2016 CIP. Overall there is little in the way of storm sewer in the project area with the majority of the street runoff flowing adjacent to bituminous curbs or residential yards. There are no concrete curb and gutters along the project area streets. The Public Works department continues to spend a considerable amount of time maintaining these streets by patching potholes in severe areas to maintain a minimum level of service. The minimal amount of storm sewer, little to no concrete curb and gutter, and areas that lack a defined crown in the road have contributed to the deterioration of the streets by allowing water to pond in the street section. The Public Works department has stated that improvements to the existing sanitary sewer system are likely to be required within the project area. The majority of the street runoff flows untreated off of neighborhood streets and is discharged directly to local water bodies. To address the issues within this neighborhood a full reconstruction of the roads is needed.

This project would consist of approximately 1.3 miles of full street reconstruction. It is necessary to fully reconstruct these neighborhood streets to improve the serviceability and drainage, meet city standards, upgrade aging underground infrastructure as required, and relieve the maintenance department of continual repairs. Full street reconstruction would include reconstructing the road beds and the installation of concrete curb and gutter. The neighborhood reconstruction project would also include the installation of additional storm sewer, constructing storm water quality features to reduce the amount of pollutants and excess nutrients that currently flow untreated off the neighborhood streets, replacing water main as necessary, and improving the sanitary sewer system as required.

Schedule

The following is a tentative schedule of the feasibility study portion of the project once initiated:

- Late June / Early July 2011 – staff initiates the project process and feasibility study by sending an informational letter to the neighborhood residents.
- July thru October 2011 – engineering department conducts topographic surveys, preliminary engineering studies, research of the project area, and drafts the feasibility study. Staff holds

informational neighborhood meetings about the proposed project as the feasibility study is being conducted.

- October 2011 – Staff submits the feasibility study to Council to consider acceptance and scheduling of a public hearing.

During the public outreach and neighborhood meetings staff plans to discuss the assessments in extensive detail. Currently the full reconstruction rate and storm drainage rate amount to \$7,690 per unit, however benefit appraisal services will be completed prior to finalizing the feasibility study.

Budget

Given that the project area consists of approximately 1.3 miles of roads and needs more extensive soil boring investigation than a typical street project due to the 1981 Magellan petroleum pipeline failure, a budget of \$80,000 would be established for the project development. This amount will cover topographic surveying, soil borings, benefit appraisal services, preparation of a feasibility report, preliminary engineering, and wetland delineations (as needed).

RECOMMENDATION

Staff recommends that the city council approve the attached resolution ordering the preparation of the feasibility study for the Bartelmy-Meyer Area Street Improvements, City Project 11-14 and establish a project budget of \$80,000.

Attachments:

1. Resolution Preparation of Feasibility Study
2. Capital Improvement Plan - Project Details
3. Location Map

RESOLUTION

ORDERING PREPARATION OF A FEASIBILITY STUDY

WHEREAS, it is proposed to make improvements to the Bartelmy-Meyer Area Streets, City Project 11-14 and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be referred to the city engineer for study and that he is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost effective and feasible, and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

FURTHERMORE, funds in the amount of \$80,000 are appropriated to prepare this feasibility report.

Approved this 27th day of June 2011

CITY OF MAPLEWOOD CAPITAL IMPROVEMENT PLAN 2012 - 2016

PROJECT TITLE: Bartelmy Meyer Area Streets	TOTAL COST: \$2,430,000
PROJECT NUMBER: PW08.070	PROJECT CATEGORY: Public Works
DESCRIPTION: Neighborhood Area Street Improvements and Full Reconstruction of State Aid Street	

JUSTIFICATION:

Bartelmy Street, a state aid route from Minnehaha Avenue to Stillwater Road, is in poor condition. This section of roadway does not currently have curb and gutter. The northern half of the roadway has minimal storm sewer. A full reconstruction is necessary.

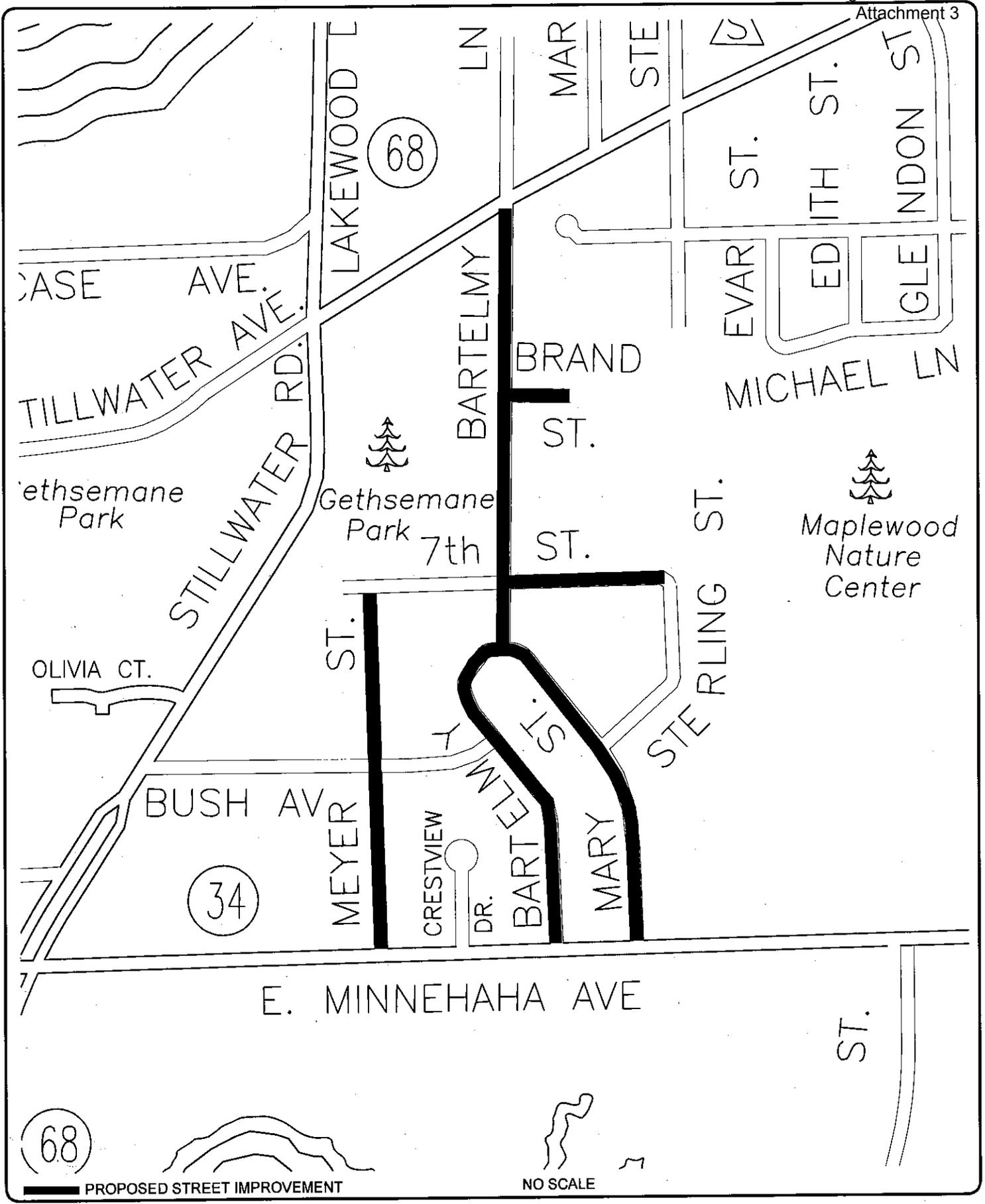
The neighborhood streets north of Minnehaha Avenue and east of Stillwater Road are beginning to fail and are in need of improvement. The streets include Brand Street, Meyer Street, Mary Street, and 7th Street.

1.3 miles of streets, Average PCI: 36/100

PROJECT COSTS AND FUNDING SOURCES BY YEARS:

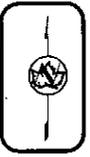
Funding Source	Prior Years	2012	2013	2014	2015	2016	Funding Total
Bonds-G.O. Improvement	100,000	183,400	0	0	0	0	283,400
Bonds-Special Assessment	0	851,000	0	0	0	0	851,000
Sanitary Sewer Fund	0	172,000	0	0	0	0	172,000
St. Paul Water	0	97,200	0	0	0	0	97,200
Environmental Utility Fund	0	175,000	0	0	0	0	175,000
St. Paul W.A.C. Fund	0	297,200	0	0	0	0	297,200
Bonds-M.S.A.	0	554,200	0	0	0	0	554,200

	PROJECT COSTS
PROJECT STARTING DATE: July 2011	Preliminaries: \$100,000
	Land Acquisition: \$0
PROJECT COMPLETION DATE: October 2012	Construction: \$2,330,000
	Equipment and Other: \$0
NEIGHBORHOOD: 09 - Beaver Lake	Project Costs: \$2,430,000



Capital Improvement Project for 2012

Bartelmy Meyer Area Streets
City Project 11-14



AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Steven Love, Assistant City Engineer
Jon Jarosch, Civil Engineer I
SUBJECT: **2012 Mill and Overlays, City Project 11-15, Resolution Ordering Preparation of Feasibility Study**
DATE: June 17, 2011

INTRODUCTION

The 2012 Mill and Overlays project focuses on the following streets: Highwood Avenue (from McKnight to New Century), Southlawn Drive (from Legacy Parkway to Beam Avenue), Maryland Avenue (from McKnight to Lakewood), Conway Avenue (from McKnight to Century), Linwood Avenue (from McKnight to Century), Roselawn Avenue (from Highway 61 to Rice Street), and Stillwater Avenue (from McKnight to Lakewood) (*see attached drawing*). These streets are listed in the approved 2012 – 2016 Maplewood Capital Improvement Plan (CIP) as a proposed project for the 2012 and 2013 construction seasons. The city council will consider initiating the project by approving the attached resolution ordering the preparation of a feasibility study.

Background

The streets associated with the 2012 Mill and Overlay project have continued to deteriorate over the years with the streets having a current weighted average PCI rating of 63 (on a scale from 1 to 100) as indicated on the approved 2012 – 2016 CIP. The public works department routinely fields calls from residents on the current condition of these roads. The maintenance staff spends a considerable amount of time maintaining these streets by patching minimum depth surface failures, which are visually apparent especially along Highwood and Linwood Avenues. The majority of the streets associated with this project are classified as major collectors. Major collectors see a higher level of daily traffic than a local road, which adds to the time and cost spent each year to perform the necessary patching maintenance.

According to the approved 2012 – 2016 CIP the proposed mill and overlay project was to be split over the 2012 and 2013 construction seasons. However, due to the volume of complaints on the subject roadways and in the interest of creating efficiencies and cost savings by minimizing administration costs it is proposed to design and then construct all of the improvements in 2012 as one bid package.

The project would consist of approximately 5.7 miles of mill and overlays. The mill and overlays would rehabilitate the deteriorating pavement surface and extend the life of the existing pavement section. It is necessary to rehabilitate these streets to improve serviceability, meet city standards, extend the life of the pavement section, and relieve the maintenance department of continual repairs. Mill and overlay rehabilitation would include the removal and replacement of 2 inches of the existing pavement surface and the adjustment of existing utility castings.

Schedule

The following is a tentative schedule of the feasibility study portion of the project once initiated:

- July 2011 – staff initiates the project process and feasibility study by sending an informational letter to the neighborhood residents.
- July thru October 2011 – engineering department conducts topographic surveys, preliminary engineering studies, research of the project area, and drafts the feasibility study. Staff holds informational neighborhood meetings about the proposed project as the feasibility study is being conducted.
- October 2011 – Staff submits the feasibility study to Council to consider acceptance and scheduling of a public hearing.

During the public outreach and neighborhood meetings staff plans to discuss the assessments in extensive detail. Currently the mill and overlay rate is \$2,450 per unit, however benefit appraisal services will be conducted prior to finalizing the feasibility study.

Budget

Given that the project area consists of approximately 5.7 miles of roads and the need to meet current ADA accessibility requirements at all pedestrian ramps, a project budget of \$60,000 would be established for the project development. This amount will cover topographic surveying, preparation of the feasibility report, benefit appraisal services, and preliminary engineering.

RECOMMENDATION

Staff recommends that the city council approve the attached resolution ordering the preparation of the feasibility study for the 2012 Mill and Overlays, City Project 11-15.

Attachments:

1. Resolution Preparation of Feasibility Study
2. Capital Improvement Plan - Project Details
3. Location Map

RESOLUTION

ORDERING PREPARATION OF A FEASIBILITY STUDY

WHEREAS, it is proposed to make improvements to the 2012 Mill and Overlays, City Project 11-15 and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be referred to the city engineer for study and that he is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost effective and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

FURTHERMORE, funds in the amount of \$60,000 are appropriated to prepare this feasibility report.

Approved this 27th day of June 2011

CITY OF MAPLEWOOD CAPITAL IMPROVEMENT PLAN 2012 - 2016

PROJECT TITLE: Mill and Overlays	TOTAL COST: \$2,140,000
PROJECT NUMBER: PW12.010	PROJECT CATEGORY: Public Works
DESCRIPTION: Mill and Overlay of Collector Streets	

JUSTIFICATION:

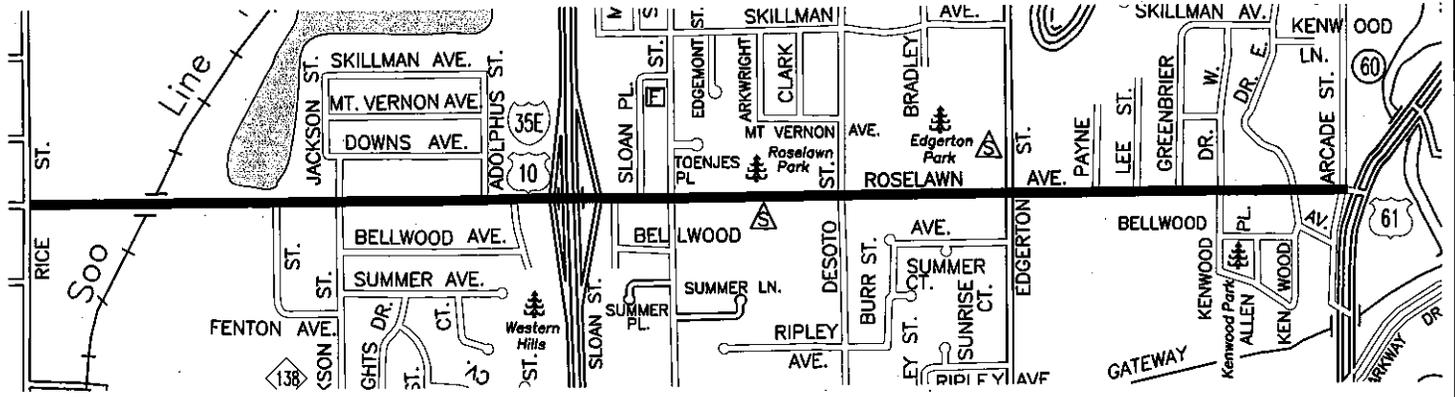
The following collector streets are in need of mill and overlay to rehabilitate the deteriorating surface of the pavement: Highwood Avenue (from McKnight to New Century), Southlawn Drive (from Legacy Parkway to Beam Avenue), Maryland Avenue (from McKnight to Lakewood), Conway Avenue (from McKnight to Century), Linwood Avenue (from McKnight to Century), Roselawn Avenue (from Highway 61 to Rice Street), and Stillwater Avenue (from McKnight to Lakewood) 5.7 miles of street, Average PCI: 63

PROJECT COSTS AND FUNDING SOURCES BY YEARS:

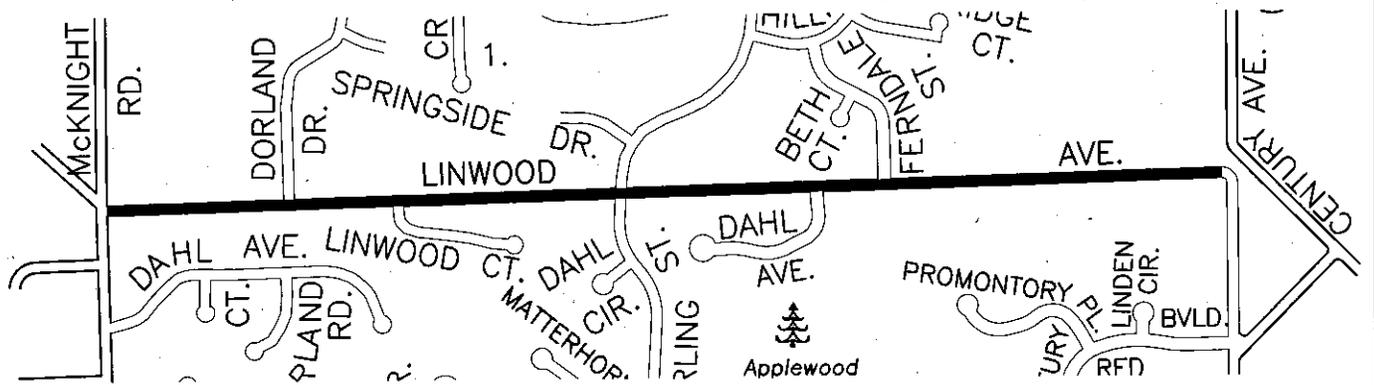
Funding Source	Prior Years	2012	2013	2014	2015	2016	Funding Total
St. Paul W.A.C. Fund	0	21,400	25,000	0	0	0	46,400
Environmental Utility Fund	0	30,000	34,200	0	0	0	64,200
Sanitary Sewer Fund	0	23,600	19,200	0	0	0	42,800
Bonds-M.S.A.	125,000	800,000	1,061,600	0	0	0	1,986,600

<p>PROJECT STARTING DATE: June 2011</p> <p>PROJECT COMPLETION DATE: October 2013</p> <p>NEIGHBORHOOD: Not Designated</p>	PROJECT COSTS
	Preliminaries: \$300,000
	Land Acquisition: \$0
	Construction: \$1,840,000
	Equipment and Other: \$0
	Project Costs: \$2,140,000

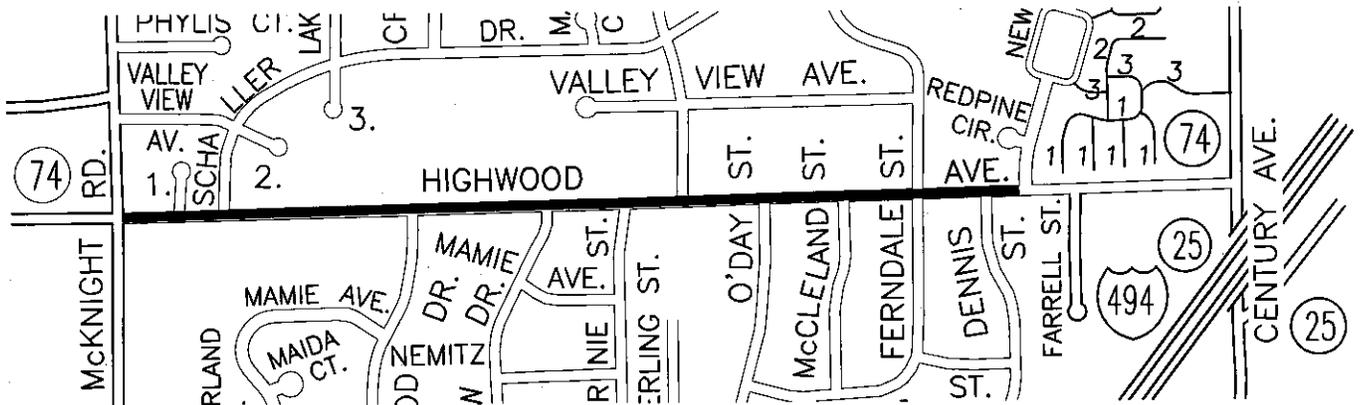
ROSELAWN AVENUE



LINWOOD AVENUE



HIGHWOOD AVENUE

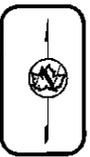


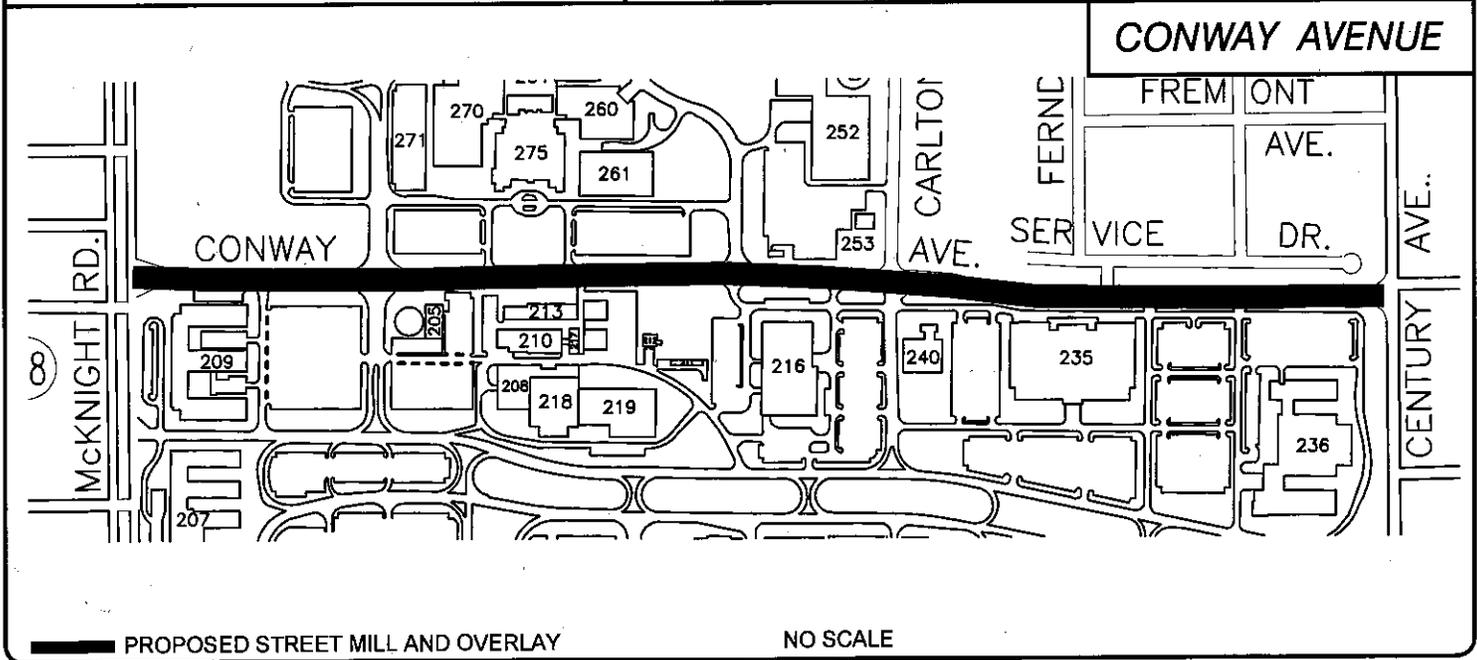
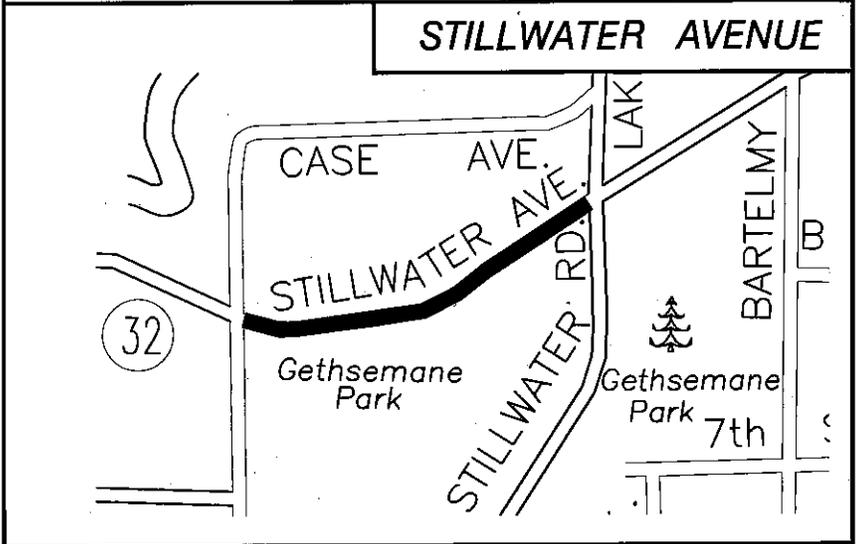
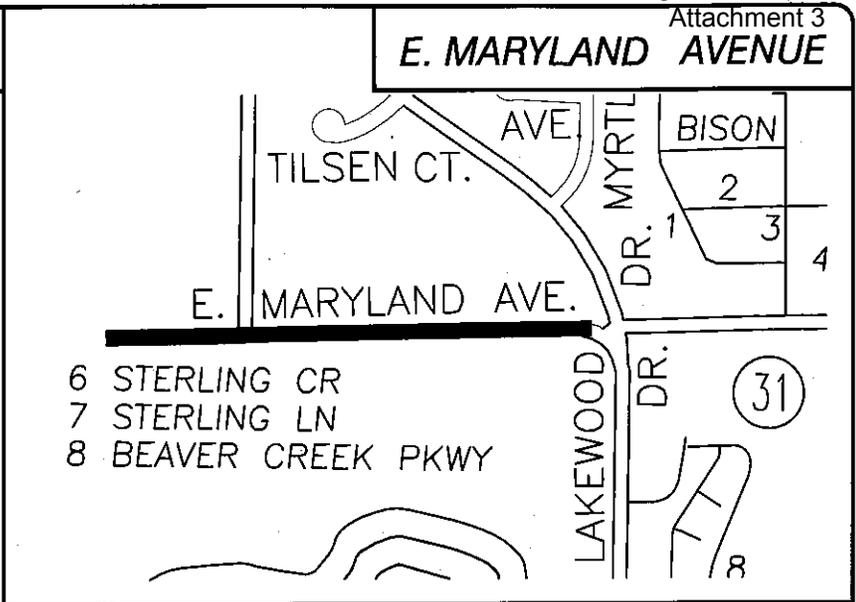
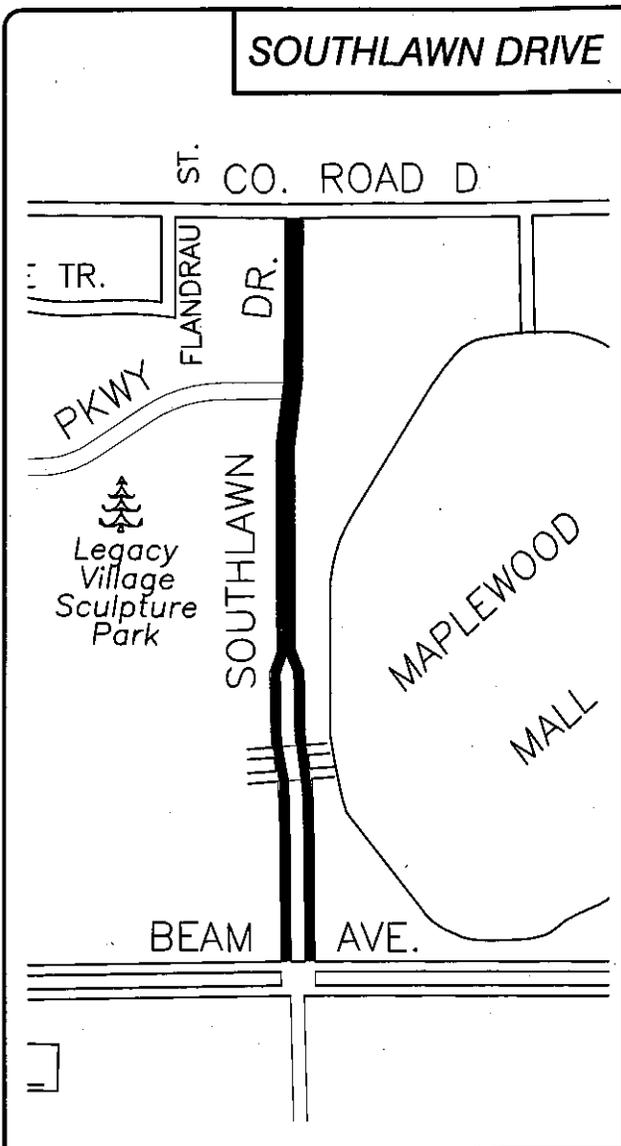
PROPOSED STREET MILL AND OVERLAY

NO SCALE

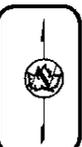
Capital Improvement Project for 2012

2012 Mill and Overlays
City Project 11-15





Capital Improvement Project for 2012
2012 Mill and Overlays
City Project 11-15



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AGENDA REPORT

TO: James Antonen, City Manager
FROM: Chuck Ahl, Public Works Director/ Assistant City Manager
 Michael Thompson, City Engineer/ Dep. Public Works Director
SUBJECT: **Gladstone Area Redevelopment Improvements - Phase 1, Project 04-21**
 a. Approve City of St. Paul Permanent and Temporary Easement Agreements
 b. Approve Ramsey County Easement Agreement
 c. Approve Ramsey County Quit Claim Deed
 d. Resolution Approving Mn/DOT Local Bridge Replacement Program Grant Agreement
 e. Resolution Awarding Construction Contract
DATE: June 22, 2011

INTRODUCTION

The council will consider approving easement agreements with the City of St. Paul and Ramsey County and adopt the resolution awarding a construction contract for the project. In addition the council will consider approving the Mn/DOT bridge replacement resolution.

BACKGROUND/DISCUSSION

Final plans and specifications for the above referenced project were approved and advertisement for bids was authorized at the April 25, 2011 council meeting. The bid opening was held at 10:00 am on June 3, 2011.

The council also accepted the assessment roll and ordered the assessment hearing for the project at the April 25, 2011 meeting. The assessment hearing was originally scheduled for May 23, 2011; however, it was continued at the May 23rd meeting until June 27, 2011. There is one additional continuance to a date of July 11, 2011.

The project requires easement agreements with the City of St. Paul and Ramsey County for the construction of the improvements and agreement with Mn/DOT for the bridge. These include the following:

- City of St. Paul permanent easement for trail, drainage and utility purposes
- City of St. Paul temporary construction easement
- Ramsey County easement agreement for the construction of trails and roundabout, restoration of disturbed areas, and long term maintenance of the trails
- Ramsey County Quit Claim Deed for Flicek Park
- Mn/DOT Local Bridge Replacement Program Grant Agreement

Agreements

City of St. Paul

The project improvements require a permanent easement for trail, drainage, and utility purposes from property owned by the City of St. Paul. The City of St. Paul requires the execution of an agreement to

identify the terms of the easement. A separate temporary construction easement agreement is required to allow for temporary construction impacts to an additional area within the City of St. Paul property. These agreements are attached.

Ramsey County

The project improvements require a permanent easement for trail and roadway construction from property owned by Ramsey County. The county requires the execution of an agreement to identify the terms of the easement. This agreement has been attached. The Quit Claim Deed, attached, will be filed to document the conveyance of Ramsey County’s interests in a portion of the Flicek Park property to the city for the construction of the roundabout at the East Shore Drive and Frost Avenue intersection. Flicek Park was originally conveyed by Ramsey County to the City of Maplewood with a covenant on the deed stating that the property shall forever be used for public parks, recreation, and open space purposes. The Quit Claim Deed releases these interests in the subject roundabout location.

Mn/DOT

The replacement of the Frost Avenue Bridge over Phalen Creek is being partially funded through State Bridge Bond funds. The execution of a Local Bridge Replacement Program (LBRP) Grant Agreement with Mn/DOT is required for the city to obtain these funds. This agreement is attached. The agreement also includes a resolution that needs to be approved by the council accepting the terms and conditions of the grant agreement.

Awarding Construction Contract

Two valid bids were received and opened on June 3, 2011. Table 1 below summarizes the bids that were received. All bids have been checked and tabulated for accuracy. The engineer’s estimate of probable construction cost has been provided for comparison.

TABLE 1 - BID SUMMARY	
Bidder	Bid Amount
Lunda Construction Company	\$3,529,950.25
Edward Kraemer and Sons, Inc.	\$3,915,347.03
Engineer's Estimate	\$3,056,000.00

The low bid amount is approximately \$475,000 (or 15%) greater than the engineer’s estimate. A review of the bids determined that the higher cost was primarily due to higher than expected bid prices for structural concrete and temporary sheet piling for the bridge construction. In addition, the nature of the project, including both roadway and bridge construction, limited the number of bidders and reduced some of the benefits of the competitive bidding process. While the low bid is higher than the engineer’s estimate, the bid is reflective of a competitive bidding environment for a project of this nature.

State Shutdown Risks

The city will take on some risk by awarding a construction contract with a state shutdown looming at the beginning of July; however the city also would be impacted with delaying the award into July. This information is meant to explain the risk involved.

The state provided a strict directive that no project work could occur within Mn/DOT right-of-way or if Trunk Highway funding was part of the financing package for a project. This project does not include either of these conditions. Also, there are no federal dollars involved with this project and would not require DBE approval from the state. Therefore, for the Gladstone project, the city can choose whether or not it wishes to proceed with the award and improvements.

In a section of a memo from the State Aid Division Director to City Engineers it includes the following language:

“...Regular State aid, turnback, town bridge, and bridge bonding funded construction projects that are already approved can continue operations however it is likely no Mn/DOT lab or bridge staff will be available for consultation or services. It is also likely that no additional projects will be processed nor will any payments be made.”

The Gladstone project has already been approved by the State Aid Office. The city understands that Mn/DOT lab and bridge staff will not be available for consultation or services during a shutdown, and in this absence Braun Intertec would be conducting the testing services for the bridge related work, while the city's consultant would be taking on additional tasks such as shop drawing approvals for the bridge work.

The financial risk in awarding on Jun 27, 2011, is that the testing and consulting firm's costs are higher than what is typically provided by the Mn/DOT bridge staff and testing lab. There is also a risk, however unlikely, that if a major design change is needed for the bridge that the project could be delayed until Mn/DOT can provide the necessary approvals. This could be a case where the contractor can make claims for delays. Also, if Mn/DOT is shutdown for an extended period of time, the approvals to allow pouring of a monolithic concrete bridge deck could be delayed thus causing additional expense of about \$20,000 for temporary bituminous. Staff is attempting to get this approval prior to July 1. In addition the city would need to cash flow the bridge bonding portion of the project until the shutdown ends. There is also a minor risk in awarding the construction contract prior to holding the assessment hearing; however a letter of credit has been posted by the developer to minimize the city's risk. Overall, staff estimates there is approximately financial risk of \$60,000 in awarding on June 27; however that risk is minimized if there is a state budget passed by July 1 or soon thereafter.

What is the risk in not awarding on June 27? In coordination with the lowest bidder it is unlikely enough work would be completed to even get to the point of completing the bridge and pouring the bridge deck without significant acceleration costs. The award of bid would be a full month behind the schedule outlined in the project specifications. The bridge deck must be poured no later than October 1st according to state standards. If the bid were delayed it is likely the project would need to be rebid later this fall for construction beginning in 2012. This could mean bridge pricing competitiveness may increase with the backlog in work as a result of a shutdown in addition to the continued investment by the state in accelerating bridge repair and replacement under the Chapter 152 Bridge Program. Staff got the impression that pricing would likely not be any more competitive if it were rebid. In addition to uncertainty of a higher bid proposal, there are additional administrative costs to rewrite specifications, schedules, and then rebid the entire project. Also, with a rebid, the sanitary sewer and water utility extensions to The Shores Developer would not be built until 2012 whereby impacting the coordination during public and private site grading activities. Staff anticipates the financial risk could exceed \$60,000 if the project award is delayed.

It is therefore recommended to award the construction contract on June 27, 2011.

BUDGET

The current approved budget for the project is \$7,274,600 as detailed in the feasibility report. This includes construction costs plus 31.5% for indirect costs. The improvements detailed in the feasibility report are proposed to be implemented in two separate bid packages. This project is Bid Package #1. Bid Package #2 will include overhead utility burial, trail and sidewalk improvements, landscape/urban design enhancements, street lighting, and improvements to the Gladstone Savanna.

The estimated Bid Package #1 construction cost included within the approved budget is approximately \$3,480,000 or within approximately \$50,000 of the low bid cost. The budget for the future Bid Package #2 improvements will be adjusted to accommodate the actual Bid Package #1 costs. Bid Package #2 is proposed for construction next year.

RECOMMENDATION

It is recommended that the council approve the attached Resolution Receiving Bids and Awarding a Construction Contract for the Gladstone Area Redevelopment Improvements, City Project 04-21, to Lunda Construction Company.

It is also recommended that the council approve the attached easement agreements with the City of St. Paul and Ramsey County, and concur with the quit claim deed from the County. In addition approval of the Mn/DOT resolution and agreement is recommended. Minor changes are authorized by the City Attorney if needed.

Attachments:

1. Resolution: For Agreement to State Transportation Fund (Bridge Bonds) Grant Terms and Conditions
2. Resolution: Award of Bids
3. Location Map
4. City of St. Paul Permanent Easement Agreement
5. City of St. Paul Temporary Easement Agreement
6. Ramsey County Easement Agreement
7. Ramsey County Quit Claim Deed
8. Local Bridge Replacement Program Agreement

**RESOLUTION
FOR AGREEMENT TO STATE TRANSPORTATION FUND (BRIDGE BONDS)
GRANT TERMS AND CONDITIONS
SAP 138-151-003**

WHEREAS, the City of Maplewood has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No.62643; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$1,371,300.00 by agreement with Mn/DOT on the replacement cost of a basic bridge;

NOW THEREFORE, be it resolved that the City of Maplewood does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The proper city officers are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

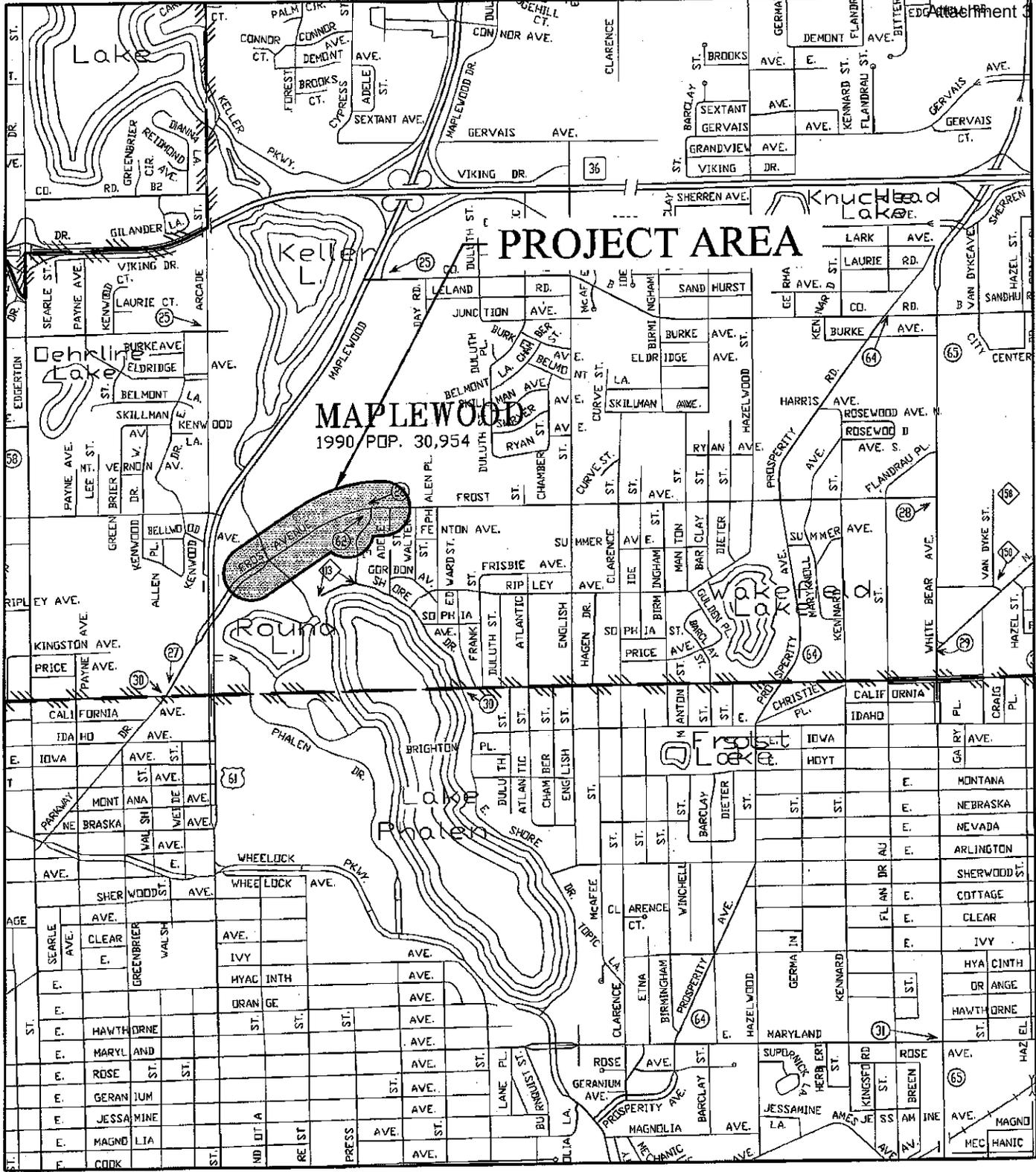
Adopted by the council on this 27th day of June 2011.

**RESOLUTION
AWARD OF BIDS**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of Lunda Construction Company in the amount of \$3,529,950.25 is the lowest responsible bid for the construction of Gladstone Area Redevelopment Improvements – Phase 1, City Project 04-21, and the mayor and clerk are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the city.

The finance director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project as previously approved by council.

Adopted by the council on this 27th day of June 2011.



K:\TWC_Civil\City\MAPLEWOOD\GLADSTONE\EXHIBITS\FEASIBILITY\GLADSTONE_EXH-01.dwg May 29, 2009 - 12:41pm



City of Maplewood, Minnesota
Department of Public Works
Engineering Division



Kimley-Horn
and Associates, Inc.

2500 UNIVERSITY AVE. WEST, SUITE 340N
ST. PAUL, MINNESOTA 55114
TEL. NO. (612) 645-4107
FAX. NO. (612) 645-9196



GLADSTONE AREA REDEVELOPMENT
PHASE I
CITY PROJECT 04-21
LOCATION MAP
EXHIBIT 1

**DEDICATION OF EASEMENT
FOR TRAIL, DRAINAGE AND UTILITY PURPOSES**

The City of Saint Paul (“Grantor”), a municipal corporation under the laws of the State of Minnesota, for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to **The City of Maplewood** (“Grantee”), a municipal corporation under the laws of the State of Minnesota, its successors and assigns, a **Permanent Easement for Trail, Drainage and Utility purposes** over, under and across the following described parcel:

Northwest Quarter of the Southwest Quarter, Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota

Said permanent easement for pedestrian trail purposes being that part of the above described parcel which lies within the following described areas:

Commencing at the northeast corner of Government Lot 2, said Section 16; thence South 89 degrees 32 minutes 38 seconds West, assigned bearing, along the north line of said Government Lot 2, a distance of 1130.00 feet; thence South 38 degrees 08 minutes 29 seconds West 723.33 feet; thence South 38 degrees 35 minutes 47 seconds East 65.56 feet to northeasterly corner of a 250.00 foot wide canal right-of-way; thence South 46 degrees 21 minutes 12 seconds West 96.68 feet to the point of beginning of the easement to be herein described; thence South 28 degrees 08 minutes 30 seconds West 34.00 feet; thence South 61 degrees 51 minutes 30 seconds East 20.00 feet; thence North 28 degrees 08 minutes 30 seconds East 34.00 feet; thence North 61 degrees 51 minutes 30 seconds West 20.00 feet to the point of beginning.

Commencing at the northeast corner of Government Lot 2, said Section 16; thence South 89 degrees 32 minutes 38 seconds West, assigned bearing, along the north line of said Government Lot 2, a distance of 1130.00 feet; thence South 38 degrees 08 minutes 29 seconds West 723.33 feet; thence South 38 degrees 35 minutes 47 seconds East 142.31 feet to a point on the easterly line of a 250.00 foot wide canal right of way and the point of beginning of the easement to be herein described; thence South 41 degrees 50 minutes 45 seconds West 83.87 feet; thence South 48 degrees 09 minutes 15 seconds East 20.00 feet; thence North 41 degrees 50 minutes 45 seconds East 80.50 feet to said easterly line of canal right of way; thence North 38 degrees 35 minutes 47 seconds West, along said easterly line of canal right of way, 20.28 feet to the point of beginning.

To have and to hold the same forever. Grantor does covenant that it is well seized in fee of the land and premises aforesaid, and has good right to sell and convey the same free of all encumbrances.

Grantor also covenants that the above granted easement is in the quiet and peaceable possession of the Grantee. Grantor will warrant and defend against all persons lawfully claiming the whole or any part thereof, subject to encumbrances, if any, hereinbefore mentioned. It is intended and agreed that this agreement shall be a covenant running with the land and shall be binding to the fullest extent of the law and equity for the benefit of the public. It is further intended and agreed that this agreement and covenant shall remain in effect without limitation as to time.

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this _____ day of _____, 2011, by and between **The City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota, its successors and assigns (“Grantor”), and the **City of Maplewood**, a municipal corporation under the laws of the State of Minnesota, its successors and assigns, (“Grantee”), for good and valuable consideration, to it in hand paid and the receipt of which is hereby acknowledged, does hereby grant unto Grantee a Temporary Construction Easement over, under and across the real property depicted on the map attached hereto as Exhibit A.

It is further understood and agreed that Grantor does hereby convey to Grantee the above described easement for certain purposes including but not limited to entry, operation, sloping, grading and the clearing and storage of materials in conjunction with and during the construction of the Gladstone Area Redevelopment Phase 1 Project as it affects Grantor’s property located South of Frost Avenue in Maplewood, Minnesota.

This easement shall begin on the 1st day of June, 2011 and expire on the 31st day of December, 2012.

State of Minnesota
County of _____

} ss

By _____
Its: Mayor or Deputy Mayor

By _____
Its: Director of Financial Services

By _____
Its: City Clerk

The foregoing instrument was acknowledged before me this _____ day of _____, 2011,

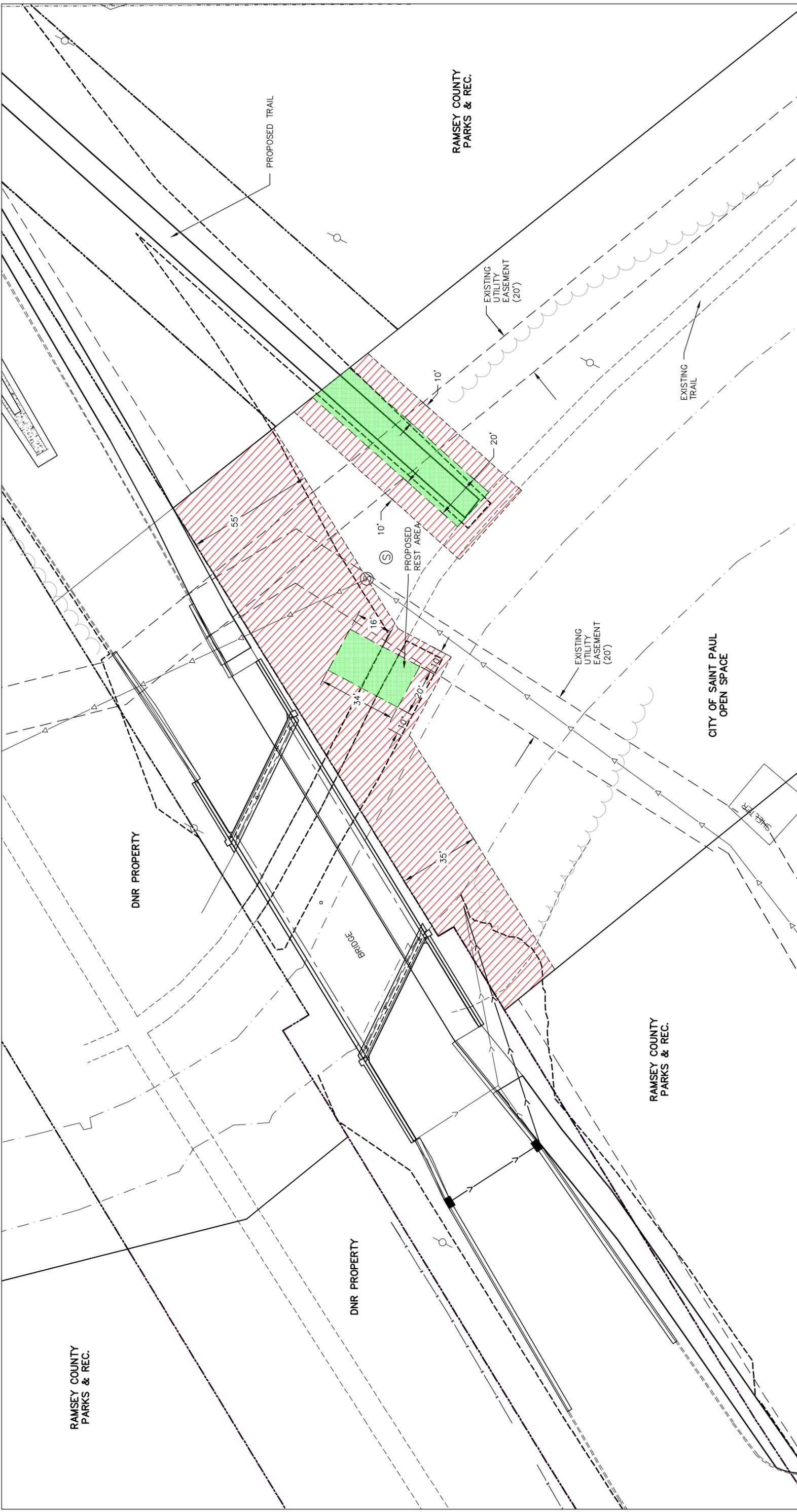
By _____, Grantor.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

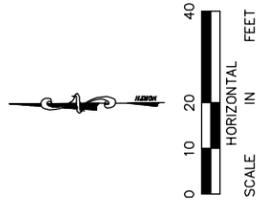
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS)

Office of Financial Services
Real Estate Section
Room 1000, City Hall Annex
25 W. 4th St.
St. Paul, MN 55102



GLADSTONE AREA REDEVELOPMENT
 PHASE 2
 CITY PROJECT 04-2-16
 CITY OF ST. PAUL OPEN SPACE
 EASEMENT ACQUISITION
 EXHIBIT A



LEGEND:

	PERMANENT TRAIL, DRAINAGE AND UTILITY EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT

OWNER	TEMP EASEMENT ACQUISITION	PERM EASEMENT ACQUISITION
CITY OF SAINT PAUL OPEN SPACE	13,100 SF	2,325 SF

City of Maplewood, Minnesota
 Department of Public Works
 Engineering Division

Kimley-Horn and Associates, Inc.
 5500 UNIVERSITY AVE. WEST, SUITE 3400
 ST. PAUL, MINNESOTA 55114
 TEL. NO. (651) 845-4187
 FAX. NO. (651) 845-5116

K:\TWC_civil\city\maplewood\GLADSTONE\CAD-FINAL\EXHIBITS\ESMT\GLADSTONE_EXH-EA.dwg May 02, 2011 - 8:40pm

AGREEMENT
BETWEEN
CITY OF MAPLEWOOD AND COUNTY OF RAMSEY
FOR CONSTRUCTION AND LONG TERM MAINTENANCE OF PROPOSED TRAIL
SEGMENTS ON COUNTY PARK AND RECREATION
LAND

This Agreement is between Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Parks and Recreation Department, 2015 North Van Dyke Street, Maplewood MN 55109 (“**County**”) and the City of Maplewood, a municipal corporation of the State of Minnesota, 1830 County Road B East, Maplewood MN 55109 (“**City**”).

WHEREAS, the City is constructing public improvements along Frost Avenue between TH 61 and Phalen Place and along East Shore Drive south of Frost Avenue, including bituminous mill and overlay; bridge replacement; construction of a roundabout at the Frost Avenue and East Shore Drive intersection; installation of storm sewer, sanitary sewer and watermain; sidewalk and trail construction/reconstruction; and

WHEREAS, a portion of the proposed roundabout at the intersection of Frost Avenue and East Shore Drive is located within Flicek Park; and

WHEREAS, fee title ownership of Flicek Park was conveyed to the City by the County per a Parks and Open Space Land Conveyance Agreement dated January 17, 1997; and

WHEREAS, the Parks and Open Space Land Conveyance Agreement placed a covenant on the deed stating that the property shall forever be used for public parks, recreation, and open space purposes; and

WHEREAS, in the event the premises cease to be used for such purpose Flicek Park, title shall revert back to the County; and

WHEREAS, a segment of the proposed bituminous trail from the north east corner of Keller Regional Park on the parcel south of Frost Avenue and west of East Shore shall provide recreational opportunities that do not exist today for users of Keller Regional Park; and

WHEREAS, the County agrees said recreational opportunities provide benefit to offset the loss of Flicek Park land to the proposed roundabout; and

WHEREAS, segments of the proposed bituminous trail are on Ramsey County Park and Recreation Department land, owned by the County; and

WHEREAS, the City has requested permission from the County to construct segments of the trail on County Property; and

WHEREAS, the City will be responsible for all costs associated with the design, construction, and on-going maintenance, replacement and reconstruction of the proposed trail; and

WHEREAS, the Frost Avenue Bridge is proposed to be replaced as part of the public improvements on Frost Avenue; and

WHEREAS, the City has requested temporary construction easements from the County for construction and staging of the proposed bridge replacement and trail improvements; and

WHEREAS, the bridge and trails will provide additional recreational opportunities for users of Keller Regional Park; and

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties agree as follows:

SECTION 1
TERMS

- 1) The City may construct the proposed trail segments on Ramsey County Park and Recreation property as described as follows:

Parcel 1 Description

That part of the Northwest Quarter of the Southwest Quarter, Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota, subject to State Highway Number 61/1 right-of-way, and subject to Frost Avenue right-of-way, and lying southerly of the Minneapolis/Saint Paul and Sault Saint Marie railway right-of-way, and lying westerly of a 250.00 foot wide canal right-of-way.

Subject to easements, restrictions and reservations of record.

Parcel 2 Description

That part of the Northwest Quarter of the Southwest Quarter, Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota, lying northeasterly of a 250.00 foot wide canal right-of-way, lying southeasterly of the southeasterly right-of-way line of Frost Avenue, and lying northwesterly of the northwesterly right-of-way line of the Old Frost Avenue Connection.

Subject to easements, restrictions and reservations of record.

Parcel 3 Description

That part of the Northwest Quarter of the Southwest Quarter and that part of the West 20 rods of Government Lot 2, all in Section 16, Township 29 North, Range 22 West, Ramsey County, Minnesota, lying northeasterly of a 250.00 foot wide canal right-of-way, lying southeasterly of the southeasterly right-of-way line of Frost Avenue, lying southeasterly of the southeasterly right-of-way line of the Old Frost Avenue Connection, and lying northwesterly of the northwesterly right-of-way line of East Shore Drive.

Subject to easements, restrictions and reservations of record.

- 2) The City shall construct the proposed bituminous trail segments per the attached plan, Exhibit A and B. The trail alignments shall be verified by Ramsey County prior to construction.
- 3) The County grants the City and its assigns access to the areas identified as Temporary Construction Easements on Exhibit A for staging and construction of proposed trail segments and replacement of the bridge until December 31, 2012.
- 4) The County grants the City permission to construct a portion of the proposed roundabout within Flicek Park, per the attached plan, Exhibit B.
- 5) The City shall notify the County at least three (3) days in advance of commencing construction on County property.
- 6) The project design shall conform to the permit requirements of the Ramsey-Washington Metro Watershed District, if applicable, and shall be made a part of the agreement.

- 7) The City shall be responsible for all costs associated with the design, construction, and on-going maintenance, replacement and reconstruction of the bituminous trail segments.
- 8) The City shall not assess the County for any costs associated with the trail construction or any on-going maintenance of the trail.
- 9) The County grants the City and its assigns limited access to the property solely for the purposes of maintaining the trail.
- 10) The City shall perform routine maintenance on the trail. Routine maintenance shall include sweeping, snow removal, bituminous patching and periodic overlays and trail shoulder repair and turf restoration. The City shall contact the County a minimum of 72 hours in advance of any restoration or reconstruction activities.
- 11) The County grants the City permission to utilize the equipment and labor necessary for cleaning and maintenance activities on the trail.
- 12) The City shall be responsible for restoration of all areas disturbed by construction and maintenance activities. Restoration shall be completed per the original construction plans unless otherwise agreed to by the County.
- 13) The City shall be solely responsible for complying with all laws, ordinances rules or requirements of any other Federal, State, Municipal or local agencies regarding any matters relating to the trail. The City shall secure all required permits prior to commencing construction.

SECTION 2 DURATION

- 1) The City shall perform maintenance, restoration and reconstruction activities on the trail in a timely manner and to the satisfaction of the County. The County shall submit any requests for maintenance and improvements of the trail to the City in writing. The City shall respond to the written request within 30 days of receiving the notice. Upon responding to the request, the City and County shall coordinate a reasonable time for performing requested maintenance activities.
- 2) Should the City not perform the on-going maintenance or improvement activities, deviate from the terms of Section 1, or not respond to the County within 30 days of a maintenance request, the County may, with 60-day written notice, terminate this agreement. Upon such termination, and if requested by the County, the City shall remove the trail from County property and restore the property to the satisfaction of the County.

**SECTION 3
MEETINGS**

- 1) The City, through its Public Works Department or proper designee, agrees to meet at the request of the County should any issue arise under the Agreement. The purpose of said meetings shall be to discuss issues which affect the substantive rights of the parties under this Agreement. The time and place of any such meeting, hereunder, shall be determined by the parties with reasonable notice to one another. The parties retain the right to conduct meetings through other electronic means as is acceptable to both parties.

**SECTION 4
AGREEMENT SUBJECT TO DATA PRACTICES ACT**

- 1) This Agreement shall be subject to the Minnesota Data Practices Act, at Minnesota Chapter 13, comparable provisions and Federal Law.

**SECTION 5
INDEMNIFICATION & INSURANCE**

- 1) The City shall defend, indemnify and hold the County, its official, agents and employees harmless from any claims, suits, causes of action liabilities, damages and costs (including reasonable attorney's fees) of whatsoever nature arising out of or relating to activities, actions or inactions of the City, its agents, contractors or employees in all activities relating to this project and on-going maintenance. This provision shall survive the expiration of this agreement.
- 2) The City shall provide the County with an Insurance Certificate naming the County as an "Additional Insured" which is acceptable to the County Risk Manager prior to entering County property.

**SECTION 6
MEDIATION OF DISPUTES**

- 1) Any and all disputes between the parties under and concerning the Agreement, including its formation and the entering into the clause itself, shall be subject to mediation. The dispute shall be submitted to a mediator selected and agreed upon by the parties within thirty (30) days. In the event that the parties cannot agree to a mediator, a mediator shall be chosen by the Chief Judge of the Ramsey County District Court. The costs of mediation shall be equally divided between the parties.

**SECTION 7
COMPLETENESS OF THE AGREEMENT**

- 1) This document contains all the terms and conditions of the Agreement, and any alterations or variations of the terms of this Agreement shall be invalid unless made in writing and signed by the parties. There are no other understandings, representations or agreements, written or oral, not incorporated herein. If any

part of this Agreement is declared null and void by law, the remaining paragraphs of said Agreement shall be valid.

SECTION 8
NOTICES

- 1) Whenever it shall be required or permitted by the Agreement that notice or demand be given or served by either party to or on the other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto for such mail purposes are as follows, until written notice of such address has been given:

City Manager
City of Maplewood
1830 County Road B East
Maplewood, MN 55109

Director
Ramsey County Parks and Recreation Dept.
2015 North Van Dyke Street
Maplewood, MN 55109

Wherefore, the parties have executed this Agreement on the last date written below.

RAMSEY COUNTY

CITY OF MAPLEWOOD

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Mayor

Date: _____

Date: _____

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

City Manager

Date: _____

Date: _____

Approved as to Form Legal Counsel

Approval Recommended

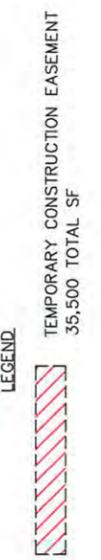
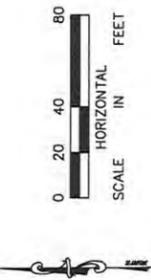
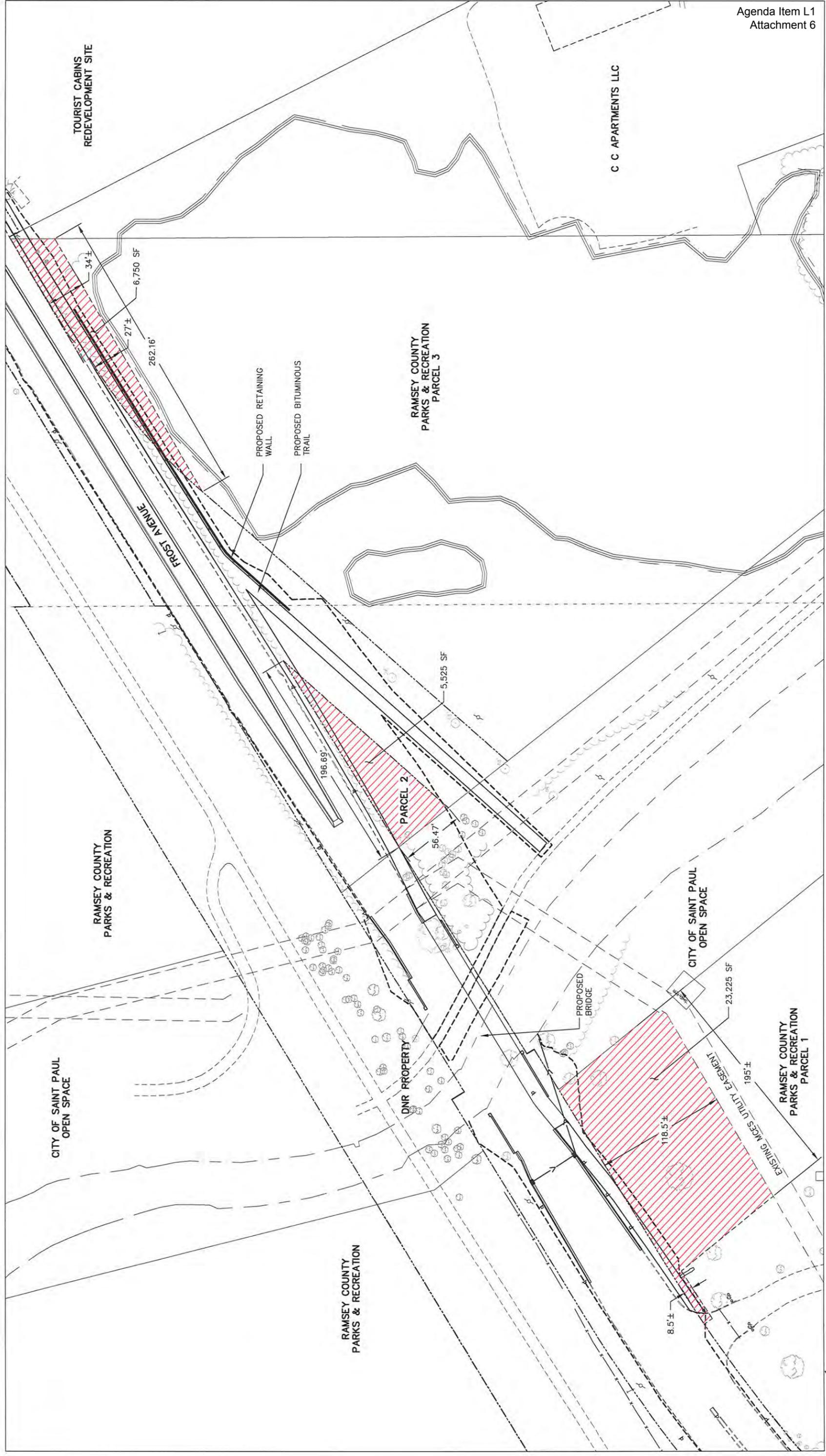
Gregory A. Mack, Director
Parks and Recreation Department

Approved as to Form and Insurance:

Assistant County Attorney

Budgeting and Accounting

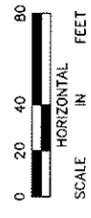
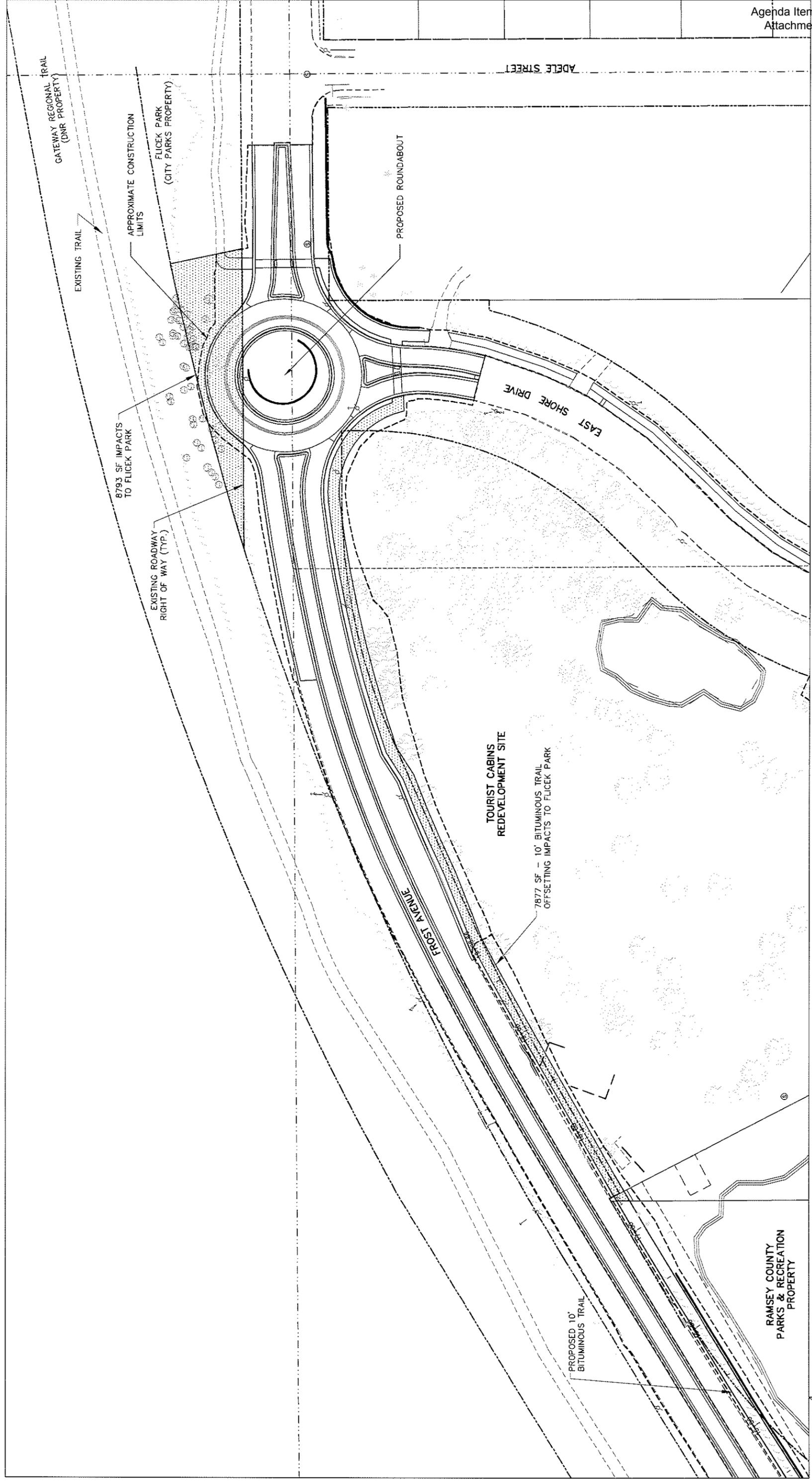
GLADSTONE AREA REDEVELOPMENT
PHASE I
CITY PROJECT 04-21
RAMSEY COUNTY PARKS AND RECREATION
EXHIBIT A



City of Maplewood, Minnesota
Department of Public Works
Engineering Division

Kimley-Horn
and Associates, Inc.
TEL. NO. (651) 845-0187
FAX. NO. (651) 845-5116
2500 UNIVERSITY AVE. WEST, SUITE 230N
ST. PAUL, MINNESOTA 55114

GLADSTONE AREA REDEVELOPMENT
PHASE I
CITY PROJECT 04-21
RAMSEY COUNTY PARKS AND RECREATION
EXHIBIT B



City of Maplewood, Minnesota
Department of Public Works
Engineering Division

Kimley-Horn and Associates, Inc.
2240 UNIVERSITY AVE. WEST, SUITE 200W
ST. PAUL, MINNESOTA 55114
TEL. (651) 645-4127
FAX (651) 645-3116

EXHIBIT A

That part of that part of the Southwest Quarter of the Northeast Quarter of Section 16, Township 29, Range 22, together with that part of the Southeast Quarter of the Northwest Quarter of Section 16, Township 29, Range 22, all of which lies southerly of a strip of land, 100 feet in width, owned by the State of Minnesota and being the former right of way of the Minneapolis, St. Paul and Sault St. Marie Railway,

RESERVING unto the COUNTY OF RAMSEY an easement for public roadway and utility purposes over, across, and under that portion of the described real property lying southerly of a line drawn parallel and 43 feet northerly of the southerly lines of said Southwest Quarter of the Northeast Quarter and Southeast Quarter of the Northwest Quarter,

Legally described as follows:

Commencing at the southeast corner of said Southeast Quarter of the Northwest Quarter of Section 16; thence North 0 degrees 19 minutes 23 seconds West (for the purpose of this description the south line of the Southeast Quarter of the Northwest Quarter of Section 16 is assumed to have a bearing of South 89 degrees 32 minutes 38 seconds West) along the east line of said Southeast Quarter of the Northwest Quarter, a distance of 43.00 feet to the north line of the south 43.00 feet of said Southeast Quarter of the Northwest Quarter, and said point being the point of beginning of the reference line to be described; thence South 89 degrees 32 minutes 38 seconds West along the north line of said south 43.00 feet of said Southeast Quarter of the Northwest Quarter, a distance of 154.19 feet; thence North 11 degrees 54 minutes 15 seconds West, 63.86 feet more or less to the southerly line of the former right-of-way of the Minneapolis, St. Paul and Sault St. Marie Railway; thence southwesterly along said southerly line of the former right-of-way of the Minneapolis, St. Paul and Sault St. Marie Railway to a point of intersection with said south line of the Southeast Quarter of the Northwest Quarter of Section 16, and said reference line there terminating.

**LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)
GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement.

1. Effective date of this Agreement: _____, 2011
2. Public Entity (Grantee) name, address and contact person:

City of Maplewood
1902 County Rd B East
Maplewood, MN 55109

Contact: Michael Thompson, P.E.

3. Project(s):

Name of Project (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
Frost Avenue Bridge Existing Bridge No. 4984 S.A.P. 138-151-003	\$1,371,300	\$2,158,650.25 (Includes funds for associated roadway project)	November 11, 2011

4. Total Amount of LBRP Grant for all projects under this Agreement: \$1,371,300.00
5. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

- Exhibit A Completed Sources and Uses of Funds Schedule
- Exhibit B Project Completion Schedule
- Exhibit C Bond Financed Property Certification
- Exhibit D Grant Application
- Exhibit E Grantee Resolution Approving Grant Agreement
- Exhibit F General Terms and Conditions

6. Additional requirements, if any: NONE
7. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____

Contract Administrator

Date: _____

EXHIBIT B

PROJECT COMPLETION SCHEDULE

The project has a substantial completion date of October 28, 2011 and a final completion date of November 11, 2011.

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION
(Complete only one Certification for all projects)

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County) of Ramsey, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 2011; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: June 27, 2011

City of Maplewood, a political subdivision of
the State of Minnesota

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

Bridge No. 62643

The entire project is along Frost Avenue in the City of Maplewood between TH 61 on the west and Phalen Place on the east. Existing Bridge No. 4984 and the replacement bridge, Bridge No. 62643, is located within this segment of Frost Avenue.

EXHIBIT D
GRANT APPLICATION

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS (Applicable to each project)

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Third Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated August 26, 2010, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridges Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) preliminary engineering and environmental studies authorized under Minn. Stat. Sec. 174.50, subdiv. 6a, (iii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iv) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity may have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented

- by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
 - I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
 - J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
 - K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
 - L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
 - M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
 - N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
 - O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
 - P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.50 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LBRP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

**Article III
COMPLIANCE WITH MINN. STAT. SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.
- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the

matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

Cumulative Advances \leq (Program Grant) \times (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:

Cumulative Advances \leq (Program Grant) \times (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (i) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The Public Entity has supplied to MnDOT all other items that MnDOT may reasonably require.

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be

needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.50 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter

466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 Assignment or Modification. Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 Waiver. Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.17 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.18 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.20 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with

respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.21 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. Secs. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.22 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.23 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Governor's Executive Order 08-01 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

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Mn/DOT 30809(5/05)



APPLICATION FOR BRIDGE FUNDS

State Transportation Fund Grants and Town Bridge Funds

State of Minnesota - Department of Transportation
State Aid for Local Transportation

Identification	Project Number	<u>138-151-003</u>	Old Bridge Number	<u>4984</u>	
	New Bridge No.	<u>62643</u>	Over	<u>Phalen / Keller Creek and Trail</u>	
	County of	<u>Ramsey</u>	Road or Street No.	<u>MSAS 151</u>	
	Municipality of	<u>Maplewood</u>	Road or Street Name	<u>Frost Ave</u>	
	Township of	_____	Proposed Const Year	<u>2011</u>	
Eligibility	Bridge Sufficiency Rating	<u>48.2</u>	Is this bridge hydraulically deficient?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Adequacy Status from Structure Inventory	<input checked="" type="checkbox"/> Structurally Deficient	<input type="checkbox"/> Functionally Obsolete	<input type="checkbox"/> Adequate	
	Date of Council/Board action prioritizing this bridge	<u>May 24, 2010</u>			
	Is this a road-in-lieu of bridge project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Is the bridge on a private approach and within the public right-of-way? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Prioritization	Will completion of this project effectively eliminate a deficiency in the transportation system? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
	How many people are affected by this deficiency? <u>>10,000</u> What is the ADT on this bridge? <u>8,068 (2008)</u>				
	Describe the economic importance of replacing this bridge. <u>The bridge provides transportation access to schools, residents, and businesses. The bridge is necessary for the redevelopment of the Gladstone area.</u>				
	Will this project adversely affect optimum land use or cause other planning concerns? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	Have federal-aid funds been applied for on this project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Attach additional sheets for explanation if necessary)				
Cost Estimate		Eligible Amount		Ineligible Amount	
	Structure Costs	\$ 1,371,200.00		\$ 355,000.00	
	Approach Costs	\$ 0.00		\$ 20,000.00	
	Engineering Costs	\$ 0.00		\$ 300,000.00	
	Total Costs	\$ 1,371,200.00		\$ 675,000.00	
	Total Project Cost	\$ 2,046,200.00			
County/City Engineer		<u>7/8/2010</u> Date			
DSAE	DISTRICT STATE AID ENGINEER RECOMMENDATION				
	Replace _____	Defer _____	District State Aid Engineer Signature _____		
Approval	STATE AID USE ONLY		Federal-Aid	\$	
			State-Aid	\$	
			Local/Other	\$	
			Town Bridge	\$	
	SR < 80 and FO or SD? <input type="checkbox"/> Yes <input type="checkbox"/> No			Unallocated Town Bridge	\$
	OR			State Bridge Funds	\$
	Hydraulically deficient? <input type="checkbox"/> Yes <input type="checkbox"/> No			Total	\$

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AGENDA REPORT

TO: City Manager

FROM: Asst. City Manager
Finance Manager

RE: Discussion of Approval of Resolution to Adopt State Performance Measures

DATE: June 22, 2011

INTRODUCTION

The Council on Local Results and Innovation was created by the 2010 Legislature to set benchmarks for City and County operations. Through several meetings, the group adopted standards which may aid residents, taxpayers, and state and local elected officials in determining the efficiency of counties and cities in providing services, and measure residents' opinions of those services. Participation is voluntary and participants are eligible for a reimbursement of \$0.14 per capita in local government aid, not to exceed \$25,000, and are also exempt from levy limits for pay 2012, if they are in effect.

DISCUSSION

Based on the 2010 census, adoption of these standards would allow Maplewood to collect \$5,322 in 2011. It does not appear that the levy limit exemption would have any effect on Maplewood since we are able to levy beyond the current limits due to lost MVHC. Staff has researched costs of performing a useful and thorough survey in the past and it is estimated that the cost will exceed \$50,000.

FINANCIAL IMPACT

The incentives the state is offering for the collection of this data does not cover the costs of gathering and submitting an annual report.

RECOMMENDATION

Staff does not recommend approval of the resolution to adopt state performance measures at this time. The program can be joined in a future year if it is determined that the benefits of the program outweigh the costs.

Model Performance Measures for Cities

The following are the recommended model measures of performance outcomes for cities, with alternatives provided in some cases. Key output measures are also suggested for consideration by local city officials.

General:

1. Rating of the overall quality of services provided by your city (*Citizen Survey: excellent, good, fair, poor*)
2. Percent change in the taxable property market value
3. Citizens' rating of the overall appearance of the city (*Citizen Survey: excellent, good, fair, poor*)

Police Services:

4. Part I and II crime rates (*Submit data as reported by the Minnesota Bureau of Criminal Apprehension. Part I crimes include murder, rape, aggravated assault, burglary, larceny, motor vehicle theft, and arson. Part II crimes include other assaults, forgery/counterfeiting, embezzlement, stolen property, vandalism, weapons, prostitution, other sex offenses, narcotics, gambling, family/children crime, D.U.I., liquor laws, disorderly conduct, and other offenses.*)
OR
Citizens' rating of safety in their community (*Citizen Survey: very safe, somewhat safe, neither safe nor unsafe, somewhat unsafe, very unsafe*)

Output Measure:

Police response time (*Time it takes on top priority calls from dispatch to the first officer on scene.*)

Fire Services:

5. Insurance industry rating of fire services (*The Insurance Service Office (ISO) issues ratings to Fire Departments throughout the country for the effectiveness of their fire protection services and equipment to protect their community. The ISO rating is a numerical grading system and is one of the primary elements used by the insurance industry to develop premium rates for residential and commercial businesses. ISO analyzes data using a Fire Suppression Rating Schedule (FSRS) and then assigns a Public Protection Classification from 1 to 10. Class 1 generally represents superior property fire protection and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.*)
OR
Citizens' rating of the quality of fire protection services (*Citizen Survey: excellent, good, fair, poor*)

Output Measure:

Fire response time (*Time it takes from dispatch to apparatus on scene for calls that are dispatched as a possible fire.*)
Emergency Medical Services (EMS) response time (if applicable) (*Time it takes from dispatch to arrival of EMS*)

Streets:

6. Average city street pavement condition rating (*Provide average rating and the rating system program/type. Example: 70 rating on the Pavement Condition Index (PCI)*)

OR

- Citizens' rating of the road condition in their city (*Citizen Survey: good condition, mostly good condition, many bad spots*)
7. Citizens' rating the quality of snowplowing on city streets (*Citizen Survey: excellent, good, fair, poor*)

Water:

8. Citizens' rating of the dependability and quality of city water supply (centrally-provided system) (*Citizen Survey: excellent, good, fair, poor*)

Output Measure:

Operating cost per 1,000,000 gallons of water pumped/produced (centrally-provided system) (*Actual operating expense for water utility / (total gallons pumped/1,000,000)*)

Sanitary Sewer:

9. Citizens' rating of the dependability and quality of city sanitary sewer service (centrally provided system) (*Citizen Survey: excellent, good, fair, poor*)

Output Measure:

Number of sewer blockages on city system per 100 connections (centrally provided system) (*Number of sewer blockages on city system reported by sewer utility / (population/100)*)

Parks and Recreation:

10. Citizens' rating of the quality of city recreational programs and facilities (parks, trails, park buildings) (*Citizen Survey: excellent, good, fair, poor*)

A RESOLUTION ADOPTING PERFORMANCE MEASURES

WHEREAS, the Minnesota Legislature created a Council on Local Results and Innovation; and

WHEREAS, there are financial incentives for cities to participate in the programs adopted by the Council; and

WHEREAS, participation in the program may assist the City of Maplewood in improving service delivery and enhancing communication with residents;

NOW THEREFORE, BE IT RESOLVED,

that the City of Maplewood, does hereby adopt the ten performance measures developed by the Council on Local Results and Innovation.

It is further resolved that city staff is directed to perform all necessary tasks to participate in the program for 2011.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD at a regular meeting held June 27, 2011.

ATTEST:

Karen E. Guilfoile, City Clerk

William Rossbach, Mayor