

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, July 25, 2011
City Hall, Council Chambers
Meeting No. 14-11

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 July 11, 2011, City Council Workshop Minutes
2. Approval of July 11, 2011, City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Swearing in Ceremony for New Firefighters Ryan Bradbury, Bob Bresin, Becky Dierich, Chris Mellen, Peter Monson and Al Pacheco – No Report
2. Appointments to Commissions and Boards
 - a. Environmental & Natural Resources Commission
 - b. Community Design Review Board
 - c. Housing Redevelopment Authority

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 of Developer Agreement, Cottagewood 2nd Developer, City Project 11-05
3. Approval to Accept Alcohol Compliance Check Grant
4. Conditional Use Permit Review, St. Paul Regional Water Services (McCarron's Treatment Plant), 1900 Rice Street
5. Conditional Use Permit Review, St. Paul's Priory Planned Unit Development, Benet Road and Monastery Way
6. Approval of Driving Diversion Program Agreement

H. PUBLIC HEARINGS

1. Gladstone Area Redevelopment Improvements, Project 04-21
 - a. Assessment Hearing, 7:00 p.m.
 - b. Approve Resolution for Adoption of Assessment Roll

I. UNFINISHED BUSINESS

1. Approval of Chicken Ordinance Summary Publication (Super Majority Vote)

J. NEW BUSINESS

1. Approval of Transfer of Environmental Utility Funds for July 16th Storm Clean-up and Investigation
2. Approval of Conditional Use Permit Revision, Parking Reduction Waiver and Design Review Former Corner Kick Soccer Center, 1357 Cope Avenue
3. Approval of Conditional Use Permit, Design Review and Parking Reduction Authorization for South Metro Human Services Mental Health Care Facility, 1111 Viking Drive

K. VISITOR PRESENTATIONS

L. AWARD OF BIDS

M. ADMINISTRATIVE PRESENTATIONS

1. Recommendation for Special Work Session on August 29 for Organized Collection and 2012 Budget Summary Update
2. Update on Fish Creek Acquisition Project

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.

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
5:15 p.m., Monday, July 11, 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 5:18 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 Llanas moved to approve the agenda as submitted.

Seconded by Councilmember Nephew Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

1. Council Discussion – Discussion of Legal Strategies (Attorney-Client Communication; Minn. Stat. 13D.05, subd.3(b))
 - a. Declaration of Intent to Close Meeting for Attorney Update
 - i. City Project 09-13 – Holloway-Stanich Street Reconstruction
 - ii. City Project 09-15 – Hills and Dales Street Reconstruction
 - iii. City Project 10-14 – Western Hills Street Reconstruction
 - iv. Potential Appeal of Jackson litigation

Meeting was closed at 5:20 p.m.

Meeting was reopened at 6:05 p.m.

2. 2012 Budget – Review of 2011 Expenditure/Revenue Status and Discussion of Strategy for Review of 2012 Budget Requests

Assistant City Manager Ahl presented the report and answered questions of the council.

E. NEW BUSINESS

None.

F. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 7:51 p.m.

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

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:06 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 or changed to the agenda by councilmembers:

- J5. Approval of Neighborhood Stop Sign Requests - moved to after the consent agenda.
- N1. National Night Out – Councilmember Juenemann

Councilmember Juenemann moved to approve the agenda as amended.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of June 27, 2011, City Council Special Meeting/Economic Development Authority (EDA) Minutes

Councilmember Juenemann moved to approve the June 27, 2011, City Council Special Meeting/Economic Development Authority (EDA) Minutes as amended naming councilmember john nephew as chair of the EDA.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Approval of June 27, 2011, City Council Meeting Minutes

Councilmember Nephew moved to approve the June 27, 2011, City Council Minutes as submitted.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

4. **Approval of Resolution of Appreciation for Shelly Strauss, Business and Economic Development Commission**

Councilmember Juenemann moved to approve the Resolution of Appreciation for Shelly Strauss, Business and Economic Development Commission.

**RESOLUTION 11-7-598
RESOLUTION OF APPRECIATION**

WHEREAS, Shelly Strauss has been a member of the Maplewood Business and Economic Development Commission since March 1, 2010, until April 28, 2011, and has served faithfully in that capacity; and

WHEREAS, the Business and Economic Development Commission has appreciated her experience, insights and good judgment; and

WHEREAS, Ms. Strauss has freely given of her time and energy, without compensation, for the betterment of the City of Maplewood; and

WHEREAS, Ms. Strauss has shown dedication to her duties and has consistently contributed her leadership and effort for the benefit of the City.

NOW, THEREFORE, IT IS HEREBY RESOLVED for and on behalf of the City of Maplewood, Minnesota, and its citizens that Shelly Strauss is hereby extended our gratitude and appreciation for her dedicated service.

Passed by the Maplewood

City Council on _____, 2011

Will Rossbach, Mayor

Passed by the Maplewood
Business and Economic Development Commission
on June 23, 2011

Mark Jenkins, Chairperson

Attest:

Karen Guilfoile, City Clerk

Seconded by Councilmember Llanas

Ayes – All

The motion passed.

5. **Approval of Resolution Certifying Election Judges for the August 9, 2011 Primary Municipal Election**

Councilmember Juenemann moved to approve the Resolution Certifying Election Judges for the August 9, 2011 Primary Municipal Election.

**RESOLUTION 11-7-599
RESOLUTION ACCEPTING ELECTION JUDGES**

RESOLVED, that the City Council of Maplewood, Minnesota, accepts the following list of Election Judges for the 2011 Primary Municipal Election to be held on Tuesday, August 9, 2011.

Ahrens, Fran	Fowler, Cynthia	Kramer, Patricia
Aikens, Meridith	Franzen, James	Krekelberg, Mona Lou
Albu, Josephine	Freer, Mary Jo	Kwapick, Clemence
Anderson, Beverly	Friedlein, Charlene	Kwapick, Jackie
Anderson, Elsie	Friedlein, Richard	Lackner, Marvella
Anderson, Nancy	Fuller, Mary Katherine	Lampe, Charlotte
Anderson, Suzanne	Galligher, Patricia	Larson, Michelle
Anderson, Vivian	Gebauer, Victor	Lauren, Lorraine
Ansari, Ahsan	Gierzak, Sister Clarice	LaValle, Faylene
Arnold, Ajla	Gipple, Kristine	Lawrence, Donna
Arnold, Carole	Golaski, Diane	Leiter, Barbara
Bartelt, Joan	Gudknecht, Jamie	Leo , Pati
Bedor, David	Guthrie, Rosie	Leonard, Claudette
Behr, Jeanette	Haack, Donita	Letourneau, Sandra
Belland, Jaime	Hafner, Michael	Lincowski, Steve
Berry, Robert	Hahn Ohs, Sandra	Lincowski, Vi
Bjorklund, Diane	Hanson, Joan	Liptak, Marianne
Bolden, Donita	Hart, Barbara	Lockwood, Jackie
Bortz, Albert	Herber, Darlene	Loipersbeck, Darlene
Bortz, Jeanne	Hickey, Donna	Loipersbeck, Jules
Bunkowske, Bernice	Hill, Jan	Lowe-Adams, Shari
Carbone, Joyce	Hilliard, Barb	Lucas, Lydia
Carle, Jeanette	Hines, Constance	Luttrell, Shirley
Carson, Fannie	Hinnenkamp, Gary	Mahowald, Valerie
Cleland, Ann	Horgan, Gerald	Mahre, Jeri
Combe, Edward	Horgan, Sharon	Manthey, John
Connelly, Thomas	Horwath, Ivori	Marsh, Delores
Connolly, Colleen	Hulet, Jeanette	Maskrey, Thomas
D'Arcio, India	Hulet, Robert	Mauston, Shelia
Deeg, Edward	Iversen, Mildred	McCann, John
Demko, Fred	Jaafaru, Timothy	McCarthy, Peggy
Desai, Kalpana	Jagoe, Carole	McCauley, Judy
DeZelar, Phil	Jahn, David	McCormack, Melissa
Dickson, Helen Jean	Jefferson, Gwendolyn	Mealey, Georgia
Droeger, Diane	Jensen, Robert	Mechelke, Geraldine
Duellman, Audrey	Johannessen, Judith	Mechelke, Mary Lou
Eickhoff, Carolyn	Johansen, Kathleen	Miller, Charlotte
Erickson, Elizabeth	Johnson, Barbara	Moen, Bill
Erickson, Eric	Johnson, Warren	Moenck, Mary Ann
Erickson, Sue	Jones, Shirley	Moreno, Marlene
Evans, Carol	Jurmu, Joyce	Mudek, Dolores
Fernholz, Jean	Kaul, Shirley	Mudek, Leo
Finch, Roberta	Kirchoff, Harold	Muraski, Gerry
Fischer, Mary	Kliethermes, Jami	Myster, Thomas
Fischer, Lorraine	Knauss, Carol	Nephew, Shelly
Fischer, Peter	Knutson, Lois	Nettleton, Janet
Fitzgerald, Delores	Koch, Rosemary	Newcomb, Mary
Fosburgh, Anne	Kramer, Dennis	Nichols, Miranda

8. Approval to Enter into IT Shared Services Agreement with the City of Roseville

Councilmember Juenemann moved to approve to Enter into IT Shared Services Agreement with the City of Roseville.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

9. Approval to Enter into Collocation License Agreement with Ramsey County Library Board

Councilmember Juenemann moved to approve to Enter into Collocation License Agreement with Ramsey County Library Board.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

10. Approval to Make Payment for Safari Yearly Support Contract

Councilmember Juenemann moved to approve to Make Payment for Safari Yearly Support Contract.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

11. Approval of Bid for Boulevard Tree Inventory

Councilmember Juenemann moved to approve the Bid for Boulevard Tree Inventory.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

12. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, Western Hills Area Street Improvements, Project 10-14

Councilmember Juenemann moved to approve the Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, Western Hills Area Street Improvements, Project 10-14.

**RESOLUTION 11-7-600
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 10-14, CHANGE ORDER NO. 1**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvements Project 10-14, Western Hills Area Street Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Improvement Project 10-14, Change Order No. 1.

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).

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 district lists the specific uses. Two other single dwelling residential districts (RE-30,000 and RE 40,000) refer to the R-1 district for permitted and prohibited uses. Clarifying language is needed in the R-1S and R-1R districts to ensure the permitted and prohibited uses are carried over from the R-1 district as well (except for raising of chickens in the R-1S district). (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 or animals causing a nuisance, except for licensed kennels.
 - (c) Because of small lot sizes in the R-1S district, the keeping of chickens as outlined in Sections 10-476 through 10-487, Chickens, is prohibited in the R-1S district.

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 single dwelling residential districts (except the R-1S district):

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 single dwelling residential unit, except the R-1S district where the keeping of chickens is prohibited:

- (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.
 - (11) 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 forty-eight (48) to seventy-two (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 one hundred (100) percent of the owners or occupants of privately or publicly owned real estate that are located adjacent (i.e., sharing property lines) on 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 house.

Where an adjacent property 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 resolution, 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.

Seconded by Councilmember Nephew

Ayes – Mayor Rossbach, Councilmembers Koppen, Llanas, Nephew
Nays – Councilmember Juenemann

The motion passed.

Councilmember Koppen moved to set the Chicken Permit fee of \$75 for initial application and \$50 for renewals.

Seconded by Mayor Rossbach

Ayes – Mayor Rossbach, Councilmembers Koppen, Llanas, Nephew
Nays – Councilmember Juenemann

The motion passed.

3. Heritage Preservation Ordinance Amendments – Consider Approval of the Second Reading

Councilmember Nephew moved to approve the Second Reading of the Heritage Preservation Ordinance Amendments.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

J. NEW BUSINESS

1. Conditional Use Permit / Parking Lot Setback Violation, Merit Chevrolet, 2695 Brookview Drive

Assistant City Manager Ahl presented the report informing the council that Merit Chevrolet has agreed to all of the changes requested by staff that brings them into compliance of the conditional use permit.

2. Consider Resolution Opposing County-Wide Taxes to Support Stadium Proposal

Councilmember Nephew moved to approve the Resolution Opposing County-Wide Taxes to Support Stadium Proposal as submitted.

Agenda Report

TO: James W. Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
Sarah Burlingame, Senior Administrative Assistant
DATE: July 19, 2011
SUBJECT: **Appointments to Commissions and Boards**

INTRODUCTION/SUMMARY

There are a total of three (3) openings on the City's commissions and boards; one on the Environmental & Natural Resources Commission, Community Design Review Board and the Housing Redevelopment Authority. Each of these vacancies are due to a resignation, therefore the individuals appointed to these positions will serve the remainder of those terms. However, the term for the Housing Redevelopment Authority expires at the end of September. Because of this and the need to stagger the terms of the current members of the commission, staff will recommend that the council appoint the individual to a one year term. Thereafter, the position will serve 5 year terms, according to state statute.

The City has advertised and accepted applications from interested individuals. The City Council then interviewed the candidates during Council-Manager Work Session prior to this regular meeting. Staff anticipates that the Council ballots will be tallied allowing the Council to make the appointment during this meeting.

RECOMMENDATION

Staff recommends the City Council approve the attached resolution to appoint the candidates with the highest number of votes to the commissions and boards. The term expiration dates are as followed

Environmental & Natural Resources Commission
_____, Term expiring 9/30/2013

Community Design Review Board
_____, Term expiring 4/30/2012

Housing Redevelopment Authority
_____, Term expiring 9/30/2012

Attachments:

1. Resolution for Appointment

RESOLUTION NO. _____

BE IT RESOLVED THAT THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA:

Hereby appoints the following individuals, who have interviewed with the Maplewood City Council, to serve on the following commissions:

Environmental & Natural Resources Commission

_____, Term expiring 9/30/2013

Community Design Review Board

_____, Term expiring 4/30/2012

Housing Redevelopment Authority

_____, Term expiring 9/30/2012

AGENDA REPORT

TO: City Council
FROM: Finance Manager
RE: APPROVAL OF CLAIMS
DATE: July 25, 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:

\$ 660,728.95	Checks # 84706 thru # 84739 dated 7/12/11
\$ 190,779.36	Disbursements via debits to checking account dated 06/24/11 thru 7/08/11
\$ 132,333.05	Checks # 84740 thru # 84781 dated 07/19/11
\$ 317,243.82	Disbursements via debits to checking account dated 07/06/11 thru 07/15/11
<u>\$ 1,301,085.18</u>	Total Accounts Payable

PAYROLL

\$ 517,149.67	Payroll Checks and Direct Deposits dated 07/08/11
\$ 2,375.01	Payroll Deduction check # 9984564 thru # 9984566 dated 07/08/11
<u>\$ 519,524.68</u>	Total Payroll
<u><u>\$ 1,820,609.86</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

07/08/2011

Check	Date	Vendor	Description	Amount	
84706	07/12/2011	01337	RAMSEY COUNTY-PROP REC & REV	REFUND OF STB FILING FEES	1,800.00
84707	07/12/2011	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - MAY	595.84
84708	07/12/2011	01409	S.E.H.	POLICE NEEDS STUDY	4,994.80
	07/12/2011	01409	S.E.H.	CITY DUMP INVESTIGATION	3,421.62
	07/12/2011	01409	S.E.H.	DESIGN & SPECS JOY PARK PHASE II	2,306.67
84709	07/12/2011	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - JUNE 1-15	1,073.00
84710	07/12/2011	01546	SUBURBAN SPORTSWEAR	STAFF/CAMP SHIRTS	1,561.50
84711	07/12/2011	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	1,798.97
	07/12/2011	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	512.15
	07/12/2011	01574	T.A. SCHIFSKY & SONS, INC	RIVER ROCK FOR STORM SEWER REPAIR	336.81
84712	07/12/2011	04845	TENNIS SANITATION LLC	RECYCLING - JUNE	27,649.50
84713	07/12/2011	04192	TRANS-MEDIC	EMS BILLING - JUNE	3,810.00
84714	07/12/2011	01190	XCEL ENERGY	ELECTRIC UTILITY	14,060.68
	07/12/2011	01190	XCEL ENERGY	ELECTRIC UTILITY	55.10
84715	07/12/2011	00111	ANIMAL CONTROL SERVICES	ANIMAL CONTROL FEES 6/6 - 7/1	2,788.00
84716	07/12/2011	00116	APPEARANCE PLUS CAR WASH CORP	CAR WASHES - APRIL & MAY	295.16
84717	07/12/2011	03631	ELK RIVER FORD	2011 FORD CROWN VICTORIA POLICE	21,766.64
	07/12/2011	03631	ELK RIVER FORD	2011 FORD CROWN VICTORIA POLICE	21,766.64
84718	07/12/2011	04220	ISS FACILITY SERVICES-MPLS	EVERGLAZE RESTROOM FLOORS	650.87
84719	07/12/2011	00827	L M C I T	WORK COMP QTR JUL-SEP 2011	105,371.75
84720	07/12/2011	00001	ONE TIME VENDOR	REFUND J KARRAS FAMILY MEMBERSHIP	152.80
84721	07/12/2011	00001	ONE TIME VENDOR	REFUND D BJORKLUND HP BENEFIT	140.00
84722	07/12/2011	00001	ONE TIME VENDOR	REFUND J HALE FAMILY MEMBERSHIP	133.70
84723	07/12/2011	00001	ONE TIME VENDOR	REFUND A REYNOSO FAMILY MEMBERSHIP	114.60
84724	07/12/2011	00001	ONE TIME VENDOR	REFUND M PEARSON HP BENEFIT	40.00
84725	07/12/2011	00001	ONE TIME VENDOR	REFUND TETZLAFF HP BENEFIT	40.00
84726	07/12/2011	00001	ONE TIME VENDOR	REFUND THIETS HP BENEFIT	40.00
84727	07/12/2011	00001	ONE TIME VENDOR	REFUND M ABERNATHY CHG SILVER S	20.00
84728	07/12/2011	00001	ONE TIME VENDOR	REFUND S DICKEY BCBS BENEFIT	20.00
84729	07/12/2011	00001	ONE TIME VENDOR	REFUND J KAISER BCBS BENEFIT	20.00
84730	07/12/2011	04901	PORT AUTHORITY OF ST PAUL	TRILLION BTU PROG PARTICIPATION	400,000.00
84731	07/12/2011	01284	POSTMASTER	MAILING RECREATION ISSUE - AUG	4,500.00
84732	07/12/2011	03446	RICK JOHNSON DEER & BEAVER INC	DEER PICKUP - JUNE	200.00
84733	07/12/2011	01836	CITY OF ST PAUL	CRIME LAB SERVICES - MAY	130.00
84734	07/12/2011	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - JUNE	2,349.00
84735	07/12/2011	04055	JAMES TAYLOR	REIMB FOR MILEAGE 3/31 - 7/6	125.15
84736	07/12/2011	04885	THEMESCAPES, INC.	SUBMARINE STATION POOL FEATURE	19,500.00
84737	07/12/2011	01615	THERMO-DYNE, INC.	REPAIR WORK AT MCC	5,751.57
84738	07/12/2011	04515	TRUGREEN-5635	SPRING WEED CONTROL IN PARKS	9,836.43
84739	07/12/2011	02359	WALLY'S UPHOLSTERY	DOWNPMT REUPHOLSTERY OF (4) CHAIRS	1,000.00
				<u>660,728.95</u>	
34 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>
6/24/2011	7/1/2011	Optum Health	DCRP & Flex plan payments	1,099.01
6/30/2011	7/1/2011	MN Dept of Natural Resources	DNR electronic licenses	1,436.00
6/30/2011	7/1/2011	US Bank Merchant Services	Credit Card Billing fee	1,947.70
7/1/2011	7/5/2011	MN State Treasurer	Drivers License/Deputy Registrar	37,620.40
7/1/2011	7/6/2011	US Bank VISA One Card*	Purchasing card items	72,926.74
7/5/2011	7/6/2011	MN State Treasurer	Drivers License/Deputy Registrar	11,930.00
7/6/2011	7/7/2011	MN State Treasurer	Drivers License/Deputy Registrar	18,838.00
7/6/2011	7/8/2011	ICMA (Vantagepointe)	Deferred Compensation	4,312.76
7/6/2011	7/8/2011	ING - State Plan	Deferred Compensation	27,237.00
7/7/2011	7/8/2011	MN State Treasurer	Drivers License/Deputy Registrar	13,431.75
TOTAL				<u><u>190,779.36</u></u>

*Detailed listing of VISA purchases is attached.

Check Register
City of Maplewood

07/15/2011

Check	Date	Vendor	Description	Amount	
84740	07/19/2011	04842	MARY JOSEPHINE ANDERSON	ZUMBA INSTRUCTION - JUNE	270.00
84741	07/19/2011	04137	THE EDGE MARTIAL ARTS	KARATE INSTRUCTION	345.00
84742	07/19/2011	01973	ERICKSON OIL PRODUCTS INC	CAR WASHES - JUNE	96.00
84743	07/19/2011	01949	GARY L FISCHLER & ASSOC PA	CANDIDATE SCREENING-FIREFIGHTERS	1,300.00
84744	07/19/2011	04060	MES - MIDAM	TURN OUT PANTS	656.00
	07/19/2011	04060	MES - MIDAM	SCBA REPAIR	203.32
84745	07/19/2011	04265	MARIA PIRELA	ZUMBA INSTRUCTION - JUNE	531.00
84746	07/19/2011	01337	RAMSEY COUNTY-PROP REC & REV	MULCH FOR CAMPUS RAIN GARDENS	222.30
84747	07/19/2011	01409	S.E.H.	PROJ 09-08 ENGINEERING FEES	30,874.58
	07/19/2011	01409	S.E.H.	PROJ 04-21 ENGINEERING FEES	6,493.09
	07/19/2011	01409	S.E.H.	ENGINEERING FEES	1,067.94
84748	07/19/2011	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	343.60
84749	07/19/2011	01750	THE WATSON CO INC	MDSE FOR RESALE	381.95
	07/19/2011	01750	THE WATSON CO INC	MDSE FOR RESALE	161.05
84750	07/19/2011	01190	XCEL ENERGY	ELECTRIC UTILITY	1,387.05
84751	07/19/2011	01798	YOCUM OIL CO.	CONTRACT GASOLINE - JULY	16,841.46
	07/19/2011	01798	YOCUM OIL CO.	CONTRACT DIESEL - JULY	8,864.05
84752	07/19/2011	02324	APPLIED ECOLOGICAL SERVICES	HERBICIDE TREATMENT-BEAVER CREEK	814.39
	07/19/2011	02324	APPLIED ECOLOGICAL SERVICES	HERBICIDE TREATMENT-BEAVER CREEK	664.32
	07/19/2011	02324	APPLIED ECOLOGICAL SERVICES	HERBICIDE TREATMENT-BEAVER CREEK	281.82
	07/19/2011	02324	APPLIED ECOLOGICAL SERVICES	HERBICIDE TREATMENT-BEAVER CREEK	63.81
84753	07/19/2011	04904	BUNKER PARK STABLE	DAY CAMP - HORSE FARM FIELD TRIP	1,671.47
84754	07/19/2011	00258	CARDINAL HOMEBUILDERS INC	ESCROW RELEASE 2538 DAHL AVE	3,018.77
84755	07/19/2011	04843	HEATHER JEAN DAYTON	KETTLEBEE INSTRUCTION APRIL-JUNE	314.70
84756	07/19/2011	00399	DIAMOND VOGEL PAINTS	TRAFFIC PAINT FOR MESSAGE PAINTING	994.26
84757	07/19/2011	04374	EMS TECHNOLOGY SOLUTIONS, LLC	AMBUSTRAK LICENSE FEE	399.00
	07/19/2011	04374	EMS TECHNOLOGY SOLUTIONS, LLC	AMBUSTRAK LICENSE FEE	399.00
84758	07/19/2011	01401	FIRST STUDENT INC	DAY CAMP BUS FEE - BUNKER PARK	350.00
84759	07/19/2011	04846	HEALTHEAST	MEDICAL SUPPLIES	279.28
84760	07/19/2011	03553	HILLYARD / MINNEAPOLIS	FLOOR EXTRACTOR	9,962.25
84761	07/19/2011	00809	TOMMY KONG	POLICE OFFICER - MCC WEDDING 7/2	262.50
84762	07/19/2011	04900	LASTING IMPRESSIONS BY AMY LLC	BRIDE PAID FOR CEILING DRAPING MCC	600.00
84763	07/19/2011	02336	M A TAYLOR INC	FITNESS CONSULTANT SRVS 2ND QTR	1,500.00
84764	07/19/2011	04038	METRO-CLEANING SERVICES, INC.	CLEANING OF MCC AIRHANDLERS UNITS	14,748.75
84765	07/19/2011	00986	METROPOLITAN COUNCIL	MONTHLY SAC - JUNE	8,830.80
84766	07/19/2011	00901	MN GFOA	REGISTRATION FEES	450.00
84767	07/19/2011	04793	LYNN K. MUNSON	PRIZE FOR WORK ON WELLNESS	60.00
84768	07/19/2011	02175	AMY NIVEN	REIMB FOR MILEAGE 5/31 - 6/30	43.35
84769	07/19/2011	00001	ONE TIME VENDOR	REFUND DRESLER HP BENEFIT	140.00
84770	07/19/2011	00001	ONE TIME VENDOR	REFUND FINKELSON HP BENEFIT	60.00
84771	07/19/2011	00001	ONE TIME VENDOR	REFUND J FROEMMING BCBS BENEFIT	20.00
84772	07/19/2011	00001	ONE TIME VENDOR	REFUND S JACOBS BCBS BENEFIT	20.00
84773	07/19/2011	00396	DEPT OF PUBLIC SAFETY	SRVS (CJDN) PROVIDED TO PD-2ND QTR	1,920.00
84774	07/19/2011	01931	RAMSEY COUNTY FAIR	RIDE TICKETS FOR DAY CAMP	250.00
84775	07/19/2011	04221	RANDY'S MEATS & GOOD STUFF	MDSE FOR RESALE	177.60
	07/19/2011	04221	RANDY'S MEATS & GOOD STUFF	MDSE FOR RESALE	89.80
84776	07/19/2011	04090	RONSBURG TECH. PARTNERS, INC.	MAINT & RENEWAL DELL/EQUALLOGIC	3,510.00
84777	07/19/2011	03879	SANSIO	EMS FEES - JULY	577.08
84778	07/19/2011	01836	CITY OF ST PAUL	RECORD MGMT SOFTWARE FEE - JULY	3,798.00
	07/19/2011	01836	CITY OF ST PAUL	A/C ASPHALT - JUNE	135.33
84779	07/19/2011	01578	T R F SUPPLY CO.	POP UP SCRIM TOWELS	380.47
	07/19/2011	01578	T R F SUPPLY CO.	SAFETY GLOVES	199.40
84780	07/19/2011	04528	SARA M. R. THOMPSON	ZUMBA INSTRUCTION - JUNE	107.50
84781	07/19/2011	02526	UNITED STATES TREASURY	PROJ 05-29 FINAL PAYMENT	5,201.01

42 Checks in this report.

132,333.05

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

<u>Transmitted Date</u>	<u>Settlement Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
7/6/2011	7/11/2011	P.E.R.A.	P.E.R.A.	87,005.10
7/6/2011	7/11/2011	U.S. Treasurer	Federal Payroll Tax	97,644.68
7/8/2011	7/11/2011	MN State Treasurer	Drivers License/Deputy Registrar	15,990.90
7/6/2011	7/12/2011	Labor Unions	Union Dues	1,843.00
7/6/2011	7/12/2011	MidAmerica - ING	HRA Flex plan	15,221.58
7/6/2011	7/12/2011	MN State Treasurer	State Payroll Tax	21,028.98
7/11/2011	7/12/2011	MN State Treasurer	Drivers License/Deputy Registrar	16,784.85
7/12/2011	7/13/2011	MN State Treasurer	Drivers License/Deputy Registrar	23,488.02
7/13/2011	7/14/2011	MN State Treasurer	Drivers License/Deputy Registrar	15,075.39
7/6/2011	7/15/2011	Optum Health	DCRP & Flex plan payments	1,890.57
7/13/2011	7/15/2011	MN Dept of Revenue	MN Care Tax	5,581.00
7/13/2011	7/15/2011	VANCO	Billing fee	121.75
7/14/2011	7/15/2011	MN State Treasurer	Drivers License/Deputy Registrar	15,568.00
TOTAL				<u><u>317,243.82</u></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>
	07/08/11	JUENEMANN, KATHLEEN	416.42
	07/08/11	KOPPEN, MARVIN	416.42
	07/08/11	LLANAS, JAMES	416.42
	07/08/11	NEPHEW, JOHN	416.42
	07/08/11	ROSSBACH, WILLIAM	473.15
	07/08/11	STRAUTMANIS, MARIS	202.00
	07/08/11	AHL, R. CHARLES	5,358.72
	07/08/11	ANTONEN, JAMES	5,800.00
	07/08/11	BURLINGAME, SARAH	1,954.40
	07/08/11	KANTRUD, HUGH	184.62
	07/08/11	CHRISTENSON, SCOTT	2,126.11
	07/08/11	FARR, LARRY	2,885.65
	07/08/11	JAHN, DAVID	1,840.37
	07/08/11	KARIS, DYLAN	858.00
	07/08/11	RAMEAUX, THERESE	3,223.77
	07/08/11	BAUMAN, GAYLE	4,214.97
	07/08/11	FORMANEK, KAREN	1,849.37
	07/08/11	ANDERSON, CAROLE	1,173.29
	07/08/11	DEBILZAN, JUDY	1,270.58
	07/08/11	JACKSON, MARY	2,131.97
	07/08/11	KELSEY, CONNIE	2,569.23
	07/08/11	RUEB, JOSEPH	2,493.80
	07/08/11	ARNOLD, AJLA	889.77
	07/08/11	CAREY, HEIDI	2,005.19
	07/08/11	GUILFOILE, KAREN	4,376.43
	07/08/11	NEPHEW, MICHELLE	1,630.15
	07/08/11	SCHMIDT, DEBORAH	2,719.20
	07/08/11	SPANGLER, EDNA	1,086.09
	07/08/11	CORTESI, LUANNE	1,143.86
	07/08/11	LARSON, MICHELLE	1,758.15
	07/08/11	MECHELKE, SHERRIE	1,107.69
	07/08/11	MOY, PAMELA	1,467.69
	07/08/11	OSTER, ANDREA	1,886.77
	07/08/11	RICHTER, CHARLENE	889.77
	07/08/11	SCHOENECKER, LEIGH	1,178.18
	07/08/11	WEAVER, KRISTINE	2,288.55
	07/08/11	JAGOE, CAROL	180.00
	07/08/11	CORCORAN, THERESA	1,882.15
	07/08/11	KVAM, DAVID	4,188.29
	07/08/11	PALANK, MARY	1,886.77
	07/08/11	POWELL, PHILIP	2,903.66
	07/08/11	SVENDSEN, JOANNE	2,081.79
	07/08/11	THOMALLA, DAVID	4,936.26
	07/08/11	YOUNG, TAMELA	1,882.15
	07/08/11	ABEL, CLINT	3,001.43
	07/08/11	ALDRIDGE, MARK	3,472.17
	07/08/11	BAKKE, LONN	2,954.61
	07/08/11	BARTZ, PAUL	3,356.94
	07/08/11	BELDE, STANLEY	2,954.18
	07/08/11	BENJAMIN, MARKESE	2,811.46
	07/08/11	BIERDEMAN, BRIAN	3,759.49
	07/08/11	BOHL, JOHN	3,242.23
	07/08/11	BUSACK, DANIEL	3,573.61
	07/08/11	COFFEY, KEVIN	3,092.21

07/08/11	CROTTY, KERRY	3,575.20
07/08/11	DEMULLING, JOSEPH	2,824.00
07/08/11	DOBLAR, RICHARD	3,886.81
07/08/11	DUGAS, MICHAEL	3,609.60
07/08/11	ERICKSON, VIRGINIA	1,752.67
07/08/11	FLOR, TIMOTHY	3,574.41
07/08/11	FORSYTHE, MARCUS	1,947.18
07/08/11	FRASER, JOHN	3,370.20
07/08/11	FRITZE, DEREK	3,195.88
07/08/11	GABRIEL, ANTHONY	2,721.32
07/08/11	HAWKINSON JR, TIMOTHY	2,939.08
07/08/11	HER, PHENG	2,885.75
07/08/11	HIEBERT, STEVEN	3,117.76
07/08/11	JOHNSON, KEVIN	3,945.52
07/08/11	KALKA, THOMAS	913.08
07/08/11	KONG, TOMMY	2,869.16
07/08/11	KREKELER, NICHOLAS	842.40
07/08/11	KROLL, BRETT	3,026.48
07/08/11	LANGNER, SCOTT	2,996.32
07/08/11	LANGNER, TODD	3,187.98
07/08/11	LU, JOHNNIE	3,249.53
07/08/11	LYNCH, KATHERINE	2,275.05
07/08/11	MARINO, JASON	3,314.90
07/08/11	MARTIN, JERROLD	3,031.75
07/08/11	MCCARTY, GLEN	3,139.76
07/08/11	METRY, ALESIA	3,971.11
07/08/11	NYE, MICHAEL	3,240.82
07/08/11	OLSON, JULIE	3,115.21
07/08/11	PARKER, JAMES	1,895.18
07/08/11	REZNY, BRADLEY	3,508.94
07/08/11	RHUDE, MATTHEW	2,798.01
07/08/11	SHORTREED, MICHAEL	4,060.51
07/08/11	STEINER, JOSEPH	3,298.60
07/08/11	SYPNIEWSKI, WILLIAM	2,785.00
07/08/11	SZCZEPANSKI, THOMAS	3,035.97
07/08/11	TAUZELL, BRIAN	2,646.38
07/08/11	THEISEN, PAUL	3,223.07
07/08/11	THIENES, PAUL	4,044.43
07/08/11	TRAN, JOSEPH	2,955.28
07/08/11	WENZEL, JAY	3,092.21
07/08/11	XIONG, KAO	2,842.94
07/08/11	ACOSTA, MARK	144.00
07/08/11	ARKSEY, CHARLES	96.00
07/08/11	BAHL, DAVID	364.00
07/08/11	BASSETT, BRENT	336.00
07/08/11	BAUMAN, ANDREW	2,575.55
07/08/11	BECK, YANCEY	30.00
07/08/11	BOURQUIN, RON	240.00
07/08/11	BRADBURY, RYAN	60.00
07/08/11	BRESIN, ROBERT	120.00
07/08/11	CAPISTRANT, JACOB	339.00
07/08/11	CAPISTRANT, JOHN	588.00
07/08/11	CRAWFORD, RAYMOND	342.00
07/08/11	DAWSON, RICHARD	2,648.38
07/08/11	DIERICH, REBECCA	126.00
07/08/11	EVERSON, PAUL	2,957.23
07/08/11	FOSSUM, ANDREW	2,575.55
07/08/11	HALE, JOSEPH	567.00
07/08/11	HALWEG, JODI	2,682.93
07/08/11	HENDRICKSON, NICHOLAS	2,236.38
07/08/11	HUTCHINSON, JAMES	196.00
07/08/11	IMM, TRACY	309.00
07/08/11	JOHNSON, JAMES	78.00
07/08/11	JONES, JONATHAN	360.00

07/08/11	KANE, ROBERT	511.00
07/08/11	KARRAS, JAMIE	252.00
07/08/11	KERSKA, JOSEPH	264.00
07/08/11	KONDER, RONALD	150.00
07/08/11	KUBAT, ERIC	2,189.88
07/08/11	LINDER, TIMOTHY	2,445.63
07/08/11	LOCHEN, MICHAEL	580.00
07/08/11	MELLEN, CHRISTOPHER	33.00
07/08/11	MELLEN, RICHARD	186.00
07/08/11	MILLER, NICHOLAS	222.00
07/08/11	MONDOR, MICHAEL	3,089.18
07/08/11	MORGAN, JEFFERY	338.00
07/08/11	NIELSEN, KENNETH	312.00
07/08/11	NOVAK, JEROME	2,665.66
07/08/11	NOWICKI, PAUL	168.00
07/08/11	OLSON, JAMES	2,575.55
07/08/11	PACHECO, ALPHONSE	222.00
07/08/11	PETERSON, MARK	700.00
07/08/11	PETERSON, ROBERT	2,796.53
07/08/11	PLACE, ANDREA	2,553.32
07/08/11	POWERS, KENNETH	447.00
07/08/11	RAINEY, JAMES	336.00
07/08/11	RAVENWALD, CORINNE	576.00
07/08/11	REYNOSO, ANGEL	438.00
07/08/11	RICE, CHRISTOPHER	463.50
07/08/11	RODRIGUEZ, ROBERTO	324.00
07/08/11	SCHULTZ, JEROME	192.00
07/08/11	SEDLACEK, JEFFREY	2,648.38
07/08/11	STREFF, MICHAEL	2,609.20
07/08/11	SVENDSEN, RONALD	2,828.26
07/08/11	WHITE, JOEL	30.00
07/08/11	GERVAIS-JR, CLARENCE	3,867.86
07/08/11	LUKIN, STEVEN	4,475.33
07/08/11	ZWIEG, SUSAN	2,377.76
07/08/11	KNUTSON, LOIS	1,996.56
07/08/11	NIVEN, AMY	1,411.62
07/08/11	PRIEFER, WILLIAM	2,713.17
07/08/11	BRINK, TROY	2,392.51
07/08/11	BUCKLEY, BRENT	1,986.95
07/08/11	DEBILZAN, THOMAS	2,125.35
07/08/11	EDGE, DOUGLAS	2,221.17
07/08/11	HAMRE, MILES	1,440.00
07/08/11	JONES, DONALD	2,125.35
07/08/11	MEISSNER, BRENT	1,940.15
07/08/11	NAGEL, BRYAN	3,408.40
07/08/11	OSWALD, ERICK	2,627.35
07/08/11	RUNNING, ROBERT	2,726.84
07/08/11	SETNES, SAMUEL	1,120.00
07/08/11	TEVLIN, TODD	2,125.35
07/08/11	BURLINGAME, NATHAN	2,006.40
07/08/11	DUCHARME, JOHN	2,713.98
07/08/11	ENGSTROM, ANDREW	2,459.77
07/08/11	JACOBSON, SCOTT	2,413.60
07/08/11	JAROSCH, JONATHAN	3,011.37
07/08/11	KREGER, JASON	2,948.29
07/08/11	KUMMER, STEVEN	3,354.65
07/08/11	LINDBLOM, RANDAL	2,713.97
07/08/11	LOVE, STEVEN	3,281.23
07/08/11	THOMPSON, MICHAEL	4,228.27
07/08/11	ZIEMAN, SCOTT	1,079.20
07/08/11	KONEWKO, DUWAYNE	4,590.46
07/08/11	EDSON, DAVID	2,170.59
07/08/11	GUNDERSON, ANDREW	1,079.00
07/08/11	HELMER, JACOB	800.00

07/08/11	HINNENKAMP, GARY	2,138.46
07/08/11	MARUSKA, MARK	3,183.11
07/08/11	NAUGHTON, JOHN	2,125.35
07/08/11	NAUGHTON, TYLER	825.00
07/08/11	NORDQUIST, RICHARD	2,127.66
07/08/11	SCHINDELDECKER, JAMES	2,129.97
07/08/11	BIESANZ, OAKLEY	1,309.52
07/08/11	DEAVER, CHARLES	625.96
07/08/11	GERNES, CAROLE	567.02
07/08/11	HAYMAN, JANET	945.51
07/08/11	HUTCHINSON, ANN	2,622.79
07/08/11	SOUTTER, CHRISTINE	878.06
07/08/11	WACHAL, KAREN	854.68
07/08/11	GAYNOR, VIRGINIA	3,211.95
07/08/11	KROLL, LISA	1,759.67
07/08/11	OLSON, ERICA	1,009.38
07/08/11	SINDT, ANDREA	2,013.80
07/08/11	THOMPSON, DEBRA	752.86
07/08/11	EKSTRAND, THOMAS	3,800.52
07/08/11	FINWALL, SHANN	3,202.15
07/08/11	MARTIN, MICHAEL	2,606.15
07/08/11	BRASH, JASON	2,259.75
07/08/11	CARVER, NICHOLAS	3,211.95
07/08/11	FISHER, DAVID	3,778.99
07/08/11	SWAN, DAVID	2,738.95
07/08/11	WELLENS, MOLLY	1,693.35
07/08/11	BERGER, STEPHANIE	612.75
07/08/11	BETHEL III, CHARLES	78.63
07/08/11	BJORK, BRANDON	880.00
07/08/11	GERMAIN, BRADY	280.00
07/08/11	JANASZAK, MEGHAN	1,220.00
07/08/11	ROBBINS, AUDRA	2,847.74
07/08/11	ROBBINS, CAMDEN	38.75
07/08/11	RYCHLICKI, NICHOLE	403.75
07/08/11	SCHALLER, SCOTT	107.50
07/08/11	TAYLOR, JAMES	2,466.23
07/08/11	THOMFORDE, FAITH	959.65
07/08/11	TURI, EMILY	376.00
07/08/11	ADAMS, DAVID	1,819.41
07/08/11	GERMAIN, DAVID	2,134.60
07/08/11	HAAG, MARK	2,288.55
07/08/11	KLOOZ, AUSTIN	920.00
07/08/11	SCHULTZ, SCOTT	2,914.49
07/08/11	ANZALDI, MANDY	1,313.28
07/08/11	BRENEMAN, NEIL	1,527.70
07/08/11	CRAWFORD - JR, RAYMOND	571.84
07/08/11	EVANS, CHRISTINE	1,334.02
07/08/11	GADOW, ANNA	171.66
07/08/11	GLASS, JEAN	2,103.67
07/08/11	HANSEN, LORI	3,057.86
07/08/11	HER, PETER	357.20
07/08/11	HOFMEISTER, MARY	1,047.43
07/08/11	HOFMEISTER, TIMOTHY	420.38
07/08/11	KULHANEK-DIONNE, ANN	398.25
07/08/11	OLSON, SANDRA	56.00
07/08/11	PELOQUIN, PENNYE	596.63
07/08/11	PENN, CHRISTINE	2,199.26
07/08/11	SHERRILL, CAITLIN	487.48
07/08/11	STARK, SUE	210.44
07/08/11	VANG, KAY	408.38
07/08/11	VUE, LOR PAO	255.00
07/08/11	ZIELINSKI, JUDY	53.90
07/08/11	AICHELE, MEGAN	326.80
07/08/11	ANDERSON, JOSHUA	573.15

07/08/11	ANDERSON, JUSTIN	519.65
07/08/11	ANDERSON, MAXWELL	489.60
07/08/11	BAUDE, SARAH	18.25
07/08/11	BIGGS, ANNETTE	107.20
07/08/11	BRUSOE, AMY	186.11
07/08/11	BRUSOE, CRISTINA	67.80
07/08/11	BUCKLEY, BRITTANY	475.48
07/08/11	BUTLER, ANGELA	34.00
07/08/11	CAMPBELL, JESSICA	297.82
07/08/11	CRANDALL, KRISTA	307.57
07/08/11	DEMPSEY, BETH	176.75
07/08/11	DUNN, RYAN	1,059.18
07/08/11	EKSTRAND, DANIEL	192.94
07/08/11	ERICKSON-CLARK, CAROL	49.00
07/08/11	FLACKEY, MAUREEN	267.38
07/08/11	FONTAINE, KIM	497.25
07/08/11	GIPPLE, TRISHA	419.63
07/08/11	GRAY, MEGAN	223.64
07/08/11	GRUENHAGEN, LINDA	473.73
07/08/11	HAGSTROM, EMILY	60.30
07/08/11	HANSEN, HANNAH	320.13
07/08/11	HEINRICH, SHEILA	554.00
07/08/11	HOLMBERG, LADONNA	515.50
07/08/11	HORWATH, RONALD	2,589.01
07/08/11	JOHNSON, BARBARA	151.55
07/08/11	JOHNSON, JAMES	58.00
07/08/11	JOYER, ANTHONY	74.00
07/08/11	JOYER, JENNA	72.90
07/08/11	KOHLER, ROCHELLE	36.00
07/08/11	KOLLER, NINA	572.60
07/08/11	KRONHOLM, KATHRYN	934.39
07/08/11	LAMEYER, ZACHARY	332.96
07/08/11	LAMSON, ELIANA	72.00
07/08/11	MCCANN, NATALIE	152.00
07/08/11	MCCORMACK, MELISSA	119.44
07/08/11	NADEAU, KELLY	395.51
07/08/11	PROESCH, ANDY	945.83
07/08/11	QUANT, JENNA	14.40
07/08/11	RESENDIZ, LORI	2,129.22
07/08/11	RICHTER, DANIEL	75.60
07/08/11	RONNING, ISAIAH	277.45
07/08/11	RONNING, ZACCEUS	49.28
07/08/11	SCHREIER, ROSEMARIE	148.00
07/08/11	SCHREINER, MARK	24.90
07/08/11	SCHREINER, MICHELLE	244.40
07/08/11	SCHUNEMAN, GREGORY	594.58
07/08/11	SJERVEN, BRENDA	18.00
07/08/11	SKAAR, SAMANTHA	70.00
07/08/11	SKUNES, KELLY	539.35
07/08/11	SMITH, ANN	182.70
07/08/11	SMITLEY, SHARON	336.70
07/08/11	THORWICK, MEGAN	29.40
07/08/11	TREPANIER, TODD	538.00
07/08/11	TUPY, HEIDE	45.80
07/08/11	TUPY, MARCUS	261.25
07/08/11	WARNER, CAROLYN	396.00
07/08/11	WEEVER, NAOMI	90.63
07/08/11	WILLIAMS, KRISTINE	66.00
07/08/11	WOLFGRAM, MARY	122.70
07/08/11	WOLFGRAM, TERESA	380.00
07/08/11	BOSLEY, CAROL	212.50
07/08/11	DANIEL, BREANNA	398.50
07/08/11	ZAGER, LINNEA	103.50
07/08/11	BEHAN, JAMES	2,055.37

	07/08/11	COLEMAN, PATRICK	120.00
	07/08/11	DOUGLASS, TOM	1,320.90
	07/08/11	FULFORD, ZAHKIYA	116.00
	07/08/11	JOHNSON, JUSTIN	67.50
	07/08/11	LONETTI, JAMES	480.00
	07/08/11	MALONEY, SHAUNA	270.00
	07/08/11	PRINS, KELLY	1,255.62
	07/08/11	REILLY, MICHAEL	1,915.75
	07/08/11	SCHULZE, KEVIN	420.00
	07/08/11	THOMPSON, BENJAMIN	414.00
	07/08/11	VANG, PETER	166.75
	07/08/11	XIONG, NAO	195.75
	07/08/11	ZIELINSKI, JESSICA	87.00
	07/08/11	AICHELE, CRAIG	2,191.91
	07/08/11	PRIEM, STEVEN	2,390.15
	07/08/11	WOEHRLE, MATTHEW	2,183.27
	07/08/11	BERGO, CHAD	2,651.63
	07/08/11	FOWLDS, MYCHAL	3,669.86
	07/08/11	FRANZEN, NICHOLAS	2,601.28
9984545	07/08/11	HILL, DAVID	212.50
9984546	07/08/11	VALLE, EDWARD	182.50
9984547	07/08/11	ANDERSON, BRIAN	96.00
9984548	07/08/11	WYSE, ROBERT	48.00
9984549	07/08/11	MALLET, AMANDA	658.75
9984550	07/08/11	MARTIN, ARIELLE	346.50
9984551	07/08/11	MUELLNER, CHADD	247.50
9984552	07/08/11	VUKICH, CANDACE	37.50
9984553	07/08/11	BAETZOLD, SETH	50.75
9984554	07/08/11	DIONNE, DANIELLE	129.58
9984555	07/08/11	FLUEGEL, LARISSA	232.96
9984556	07/08/11	HASSAN, KIANA	229.35
9984557	07/08/11	MCLAURIN, CHRISTOPHER	103.20
9984558	07/08/11	NADEAU, TAYLOR	418.68
9984559	07/08/11	NORTHOUSE, KATHERINE	27.19
9984560	07/08/11	ROSTRON, ROBERT	541.75
9984561	07/08/11	SCHMIDT, EMILY	526.88
9984562	07/08/11	WEINHAGEN, SHELBY	423.81
9984563	07/08/11	STEFFEN, MICHAEL	87.00
			517,149.67

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
06/22/2011	06/24/2011	UNIFORMS UNLIMITED INC	\$26.78	CLINT ABEL
06/27/2011	06/28/2011	RAINBOW FOODS 00088617	\$5.00	R CHARLES AHL
06/18/2011	06/20/2011	HILTON GARDEN INN	\$254.25	JAMES ANTONEN
06/18/2011	06/20/2011	HILTON GARDEN INN	\$119.17	JAMES ANTONEN
06/22/2011	06/22/2011	ICMA INTERNET	\$600.00	JAMES ANTONEN
06/21/2011	06/22/2011	SUPER ONE FOODS #50	\$15.15	MANDY ANZALDI
06/23/2011	06/27/2011	MARSHALLS #0367	\$19.25	MANDY ANZALDI
06/27/2011	06/28/2011	MY MYSTERY PARTY	\$16.99	MANDY ANZALDI
06/28/2011	06/29/2011	MY MYSTERY PARTY	\$101.85	MANDY ANZALDI
06/16/2011	06/20/2011	L A POLICE GEAR INC	\$90.80	PAUL BARTZ
06/18/2011	06/20/2011	BATTERIES PLUS #31	\$26.02	PAUL BARTZ
06/17/2011	06/20/2011	TABLE TOTER, INC	\$99.17	JIM BEHAN
06/20/2011	06/21/2011	HENRIKSEN ACE HARDWARE	\$46.29	JIM BEHAN
06/21/2011	06/22/2011	HENRIKSEN ACE HARDWARE	\$4.27	JIM BEHAN
06/22/2011	06/24/2011	MINVALCO INC	\$892.94	JIM BEHAN
06/24/2011	06/27/2011	BDI*BEARING DISTRIBUTR	\$90.52	JIM BEHAN
06/27/2011	06/28/2011	HENRIKSEN ACE HARDWARE	\$8.48	JIM BEHAN
06/29/2011	06/30/2011	THERMO DYNE INC	\$1,025.00	JIM BEHAN
06/29/2011	07/01/2011	VIKING AUTOMATIC SPRINKLE	\$540.00	JIM BEHAN
06/17/2011	06/20/2011	KEYMETRICS SOFTWARE	\$55.00	CHAD BERGO
06/20/2011	06/21/2011	KEYLESS LOCK STORE	\$51.00	OAKLEY BIESANZ
06/28/2011	06/29/2011	USPS 26833800033400730	\$28.16	OAKLEY BIESANZ
06/21/2011	06/22/2011	SPRINT-ROSEVILLE KIOSK	\$10.71	NATHAN BURLINGAME
06/25/2011	06/27/2011	AMAZON MKTPLACE PMTS	\$66.86	NATHAN BURLINGAME
06/29/2011	07/01/2011	ACTION IMPRINTS	\$616.60	DAN BUSACK
06/16/2011	06/20/2011	THE HOME DEPOT 2801	\$117.71	SCOTT CHRISTENSON
06/21/2011	06/23/2011	THE HOME DEPOT 2801	\$131.38	SCOTT CHRISTENSON
06/21/2011	06/23/2011	THE HOME DEPOT 2801	\$17.60	SCOTT CHRISTENSON
06/22/2011	06/23/2011	VIKING ELEC-CREDIT DEPT.	\$555.75	SCOTT CHRISTENSON
06/22/2011	06/23/2011	VIKING ELEC-CREDIT DEPT.	\$230.85	SCOTT CHRISTENSON
06/23/2011	06/24/2011	HENRIKSEN ACE HARDWARE	\$396.81	SCOTT CHRISTENSON
06/28/2011	06/29/2011	HENRIKSEN ACE HARDWARE	\$2.76	SCOTT CHRISTENSON
06/28/2011	06/30/2011	THE HOME DEPOT 2801	\$5.27	SCOTT CHRISTENSON
06/30/2011	07/01/2011	OVERHEAD DOOR COMP	\$750.35	SCOTT CHRISTENSON
06/18/2011	06/20/2011	MENARDS 3022	\$45.46	CHARLES DEAVER
06/20/2011	06/22/2011	RYCO SUPPLY COMPANY	\$81.36	CHARLES DEAVER
06/22/2011	06/23/2011	FRATTALLONES WOODBURY AC	\$2.45	CHARLES DEAVER
06/24/2011	06/27/2011	FRATTALLONES WOODBURY AC	\$6.41	CHARLES DEAVER
06/29/2011	07/01/2011	RYCO SUPPLY COMPANY	\$34.98	CHARLES DEAVER
06/17/2011	06/20/2011	OAKDALE RENTAL CENTER	\$612.76	THOMAS DEBILZAN
06/21/2011	06/23/2011	GRUBERS POWER EQUIPMENT	\$12.80	THOMAS DEBILZAN
06/22/2011	06/23/2011	PANERA BREAD #1305	\$17.96	RICHARD DOBLAR
06/29/2011	06/30/2011	NOODLES & CO 313	\$9.69	RICHARD DOBLAR
06/21/2011	06/23/2011	OXYGEN SERVICE COMPANY	\$21.25	DOUG EDGE
06/17/2011	06/20/2011	SEARS ROEBUCK 1122	\$128.52	LARRY FARR
06/17/2011	06/20/2011	G&K SERVICES 182	\$946.57	LARRY FARR
06/17/2011	06/20/2011	G&K SERVICES 182	\$567.13	LARRY FARR
06/27/2011	06/28/2011	ELECTRO WATCHMAN INC	\$137.50	LARRY FARR
06/27/2011	06/28/2011	ELECTRO WATCHMAN INC	\$2,180.25	LARRY FARR
06/27/2011	06/28/2011	COMMERCIAL FURNITURE SERV	\$1,985.69	LARRY FARR
06/27/2011	06/29/2011	STAPLES 00118836	\$257.10	LARRY FARR
06/28/2011	06/29/2011	A&K EQUIPMENT COMPANY INC	\$2,518.00	LARRY FARR
06/28/2011	06/29/2011	THE TRANE COMPANY	\$569.00	LARRY FARR
06/28/2011	06/29/2011	BEST BUY MHT 00000109	\$632.03	LARRY FARR

06/29/2011	07/01/2011	LINDERS FLOWER MART	\$44.99	LARRY FARR
06/30/2011	07/01/2011	AQUA LOGICS INC	\$3,235.96	LARRY FARR
06/30/2011	07/01/2011	SYX*GLOBALINDUSTRIALEQ	\$438.48	LARRY FARR
06/21/2011	06/23/2011	RUTTIGERS SUGAR LAKE L	\$125.00	DAVID FISHER
06/28/2011	06/30/2011	WM EZPAY	\$396.64	DAVID FISHER
06/28/2011	06/30/2011	WM EZPAY	\$414.15	DAVID FISHER
06/25/2011	06/27/2011	CURTIS 1000 INC.	\$50.41	KAREN FORMANEK
06/30/2011	07/01/2011	CURTIS 1000 INC.	\$50.41	KAREN FORMANEK
06/21/2011	06/21/2011	COMCAST CABLE COMM	\$54.00	MYCHAL FOWLDS
06/29/2011	06/30/2011	QWESTCOMM*TN651	\$75.95	MYCHAL FOWLDS
06/29/2011	07/01/2011	CUSTOMER SUPT CENTER	\$898.82	MYCHAL FOWLDS
06/29/2011	07/01/2011	VERIPIC	\$4,433.20	MYCHAL FOWLDS
06/21/2011	06/21/2011	HP DIRECT-PUBLICSECTOR	\$985.55	NICK FRANZEN
06/22/2011	06/23/2011	DRI*STELLAR*PHOENIX*SW	\$106.05	NICK FRANZEN
06/25/2011	06/27/2011	IDU*PUBLIC SECTOR	\$654.45	NICK FRANZEN
06/29/2011	06/30/2011	BEST BUY MHT 00000109	\$711.36	NICK FRANZEN
07/01/2011	07/01/2011	HP DIRECT-PUBLICSECTOR	\$2,467.85	NICK FRANZEN
06/18/2011	06/20/2011	UNIFORMS UNLIMITED INC	\$116.99	JOHN FRASER
06/29/2011	06/30/2011	U OF M CCE NONCREDIT	\$15.00	VIRGINIA GAYNOR
06/24/2011	06/27/2011	BAT CONSERVATION INTL	\$30.00	CAROLE GERNES
06/26/2011	06/28/2011	SPRINT STORE #226	\$42.84	CLARENCE GERVAIS
06/28/2011	06/30/2011	CENTURY COLLEGE-BO	\$1,450.00	CLARENCE GERVAIS
06/28/2011	06/30/2011	CENTURY COLLEGE-BO	\$345.00	CLARENCE GERVAIS
06/28/2011	06/30/2011	THE HOME DEPOT 2801	\$26.60	CLARENCE GERVAIS
06/21/2011	06/23/2011	OFFICE DEPOT #1090	\$14.37	JEAN GLASS
06/29/2011	06/30/2011	HEALTHWAYS HEALTH SUPPORT	\$160.69	JEAN GLASS
06/28/2011	06/30/2011	LINDERS FLOWER MART	\$16.60	MILES HAMRE
06/28/2011	06/30/2011	LINDERS FLOWER MART	\$24.10	MILES HAMRE
06/28/2011	06/30/2011	LINDERS FLOWER MART	\$34.28	MILES HAMRE
06/28/2011	06/30/2011	LINDERS FLOWER MART	\$21.53	MILES HAMRE
06/28/2011	06/30/2011	THE HOME DEPOT 2801	\$4.05	MILES HAMRE
06/22/2011	06/22/2011	SPRINT WIRELESS	\$214.24	PHENG HER
06/16/2011	06/20/2011	INSTANTWHIP FOODS, INC	\$293.00	RON HORWATH
06/24/2011	06/27/2011	ARAMARK MINNEAPOLIS OCS	\$1,299.37	RON HORWATH
06/30/2011	07/01/2011	HENRIKSEN ACE HARDWARE	\$21.37	RON HORWATH
06/18/2011	06/20/2011	WI SHS MADELINE ISLAND	\$22.16	ANN E HUTCHINSON
06/23/2011	06/27/2011	BLUE RIBBON BAIT & TACKLE	\$6.16	ANN E HUTCHINSON
06/24/2011	06/27/2011	PAYPAL *SHOPATRONIN	\$52.14	ANN E HUTCHINSON
06/25/2011	06/27/2011	PETSMART INC 461	\$11.77	ANN E HUTCHINSON
06/28/2011	06/29/2011	PAYPAL *RAHUSINSTIT	\$1,740.00	ANN E HUTCHINSON
06/28/2011	06/29/2011	PAYPAL *PERSONSHELP	\$205.75	ANN E HUTCHINSON
06/28/2011	06/29/2011	BLUE SUN PRINTS	\$283.16	ANN E HUTCHINSON
06/30/2011	07/01/2011	PAYPAL *RAHUSINSTIT	(\$1,740.00)	ANN E HUTCHINSON
06/30/2011	07/01/2011	PAYPAL *POWERENZ	\$108.32	ANN E HUTCHINSON
06/30/2011	07/01/2011	KOTULAS CATALOG	\$107.07	ANN E HUTCHINSON
06/28/2011	06/30/2011	THE HOME DEPOT 2801	\$11.83	DAVID JAHN
06/19/2011	06/21/2011	MILLS FLEET FARM #2,700	\$144.46	KEVIN JOHNSON
07/01/2011	07/01/2011	COMCAST CABLE COMM	\$143.76	DUWAYNE KONEWKO
06/20/2011	06/27/2011	MILLS FLEET FARM #2,700	(\$19.27)	NICHOLAS KREKELER
06/22/2011	06/24/2011	OFFICE DEPOT #1090	\$124.18	LISA KROLL
06/24/2011	06/27/2011	SCRANTON GILLETTE COMM	\$175.00	LISA KROLL
06/28/2011	06/29/2011	LILLIE SUBURBAN NEWSPAPE	\$2,028.51	LISA KROLL
06/17/2011	06/20/2011	ULTRA MAX	\$781.00	DAVID KVAM
06/17/2011	06/20/2011	SPECIALIZED ARMAMENT WARE	\$800.00	DAVID KVAM
06/17/2011	06/20/2011	CLASSIC COLLISION CTR	\$2,271.27	DAVID KVAM
06/17/2011	06/20/2011	STREICHERS INC	\$137.84	DAVID KVAM

06/20/2011	06/21/2011	ULTRA MAX	(\$781.00)	DAVID KVAM
06/21/2011	06/22/2011	SIGNALSCAPE INC	\$1,000.00	DAVID KVAM
06/21/2011	06/23/2011	STILLWATER VETERINARY	\$565.43	DAVID KVAM
06/24/2011	06/27/2011	THE GRAFIX SHOPPE	\$80.16	DAVID KVAM
06/24/2011	06/27/2011	CLASSIC COLLISION CTR	\$688.00	DAVID KVAM
06/27/2011	06/28/2011	THE GRAFIX SHOPPE	\$133.59	DAVID KVAM
06/29/2011	07/01/2011	SPRINT STORE #226	\$29.98	DAVID KVAM
06/29/2011	07/01/2011	GOOGLE *XMT LOCOCITATO	\$41.21	DAVID KVAM
06/23/2011	06/24/2011	MENARDS 3059	\$8.55	MICHAEL LOCHEN
06/17/2011	06/20/2011	ASPEN MILLS INC.	\$130.00	STEVE LUKIN
06/17/2011	06/20/2011	ASPEN MILLS INC.	\$265.15	STEVE LUKIN
06/21/2011	06/23/2011	AIRGAS NORTH CENTRAL	\$207.25	STEVE LUKIN
06/21/2011	06/23/2011	AIRGAS NORTH CENTRAL	\$137.85	STEVE LUKIN
06/22/2011	06/23/2011	ATTM*878423931 NBI	\$115.84	STEVE LUKIN
06/22/2011	06/24/2011	JOANN ETC #1970	\$8.66	STEVE LUKIN
06/22/2011	06/24/2011	OFFICE MAX	\$435.37	STEVE LUKIN
06/23/2011	06/24/2011	MENARDS 3059	\$12.28	STEVE LUKIN
06/24/2011	06/27/2011	FEDEX OFFICE #0617	\$325.16	STEVE LUKIN
06/24/2011	06/27/2011	MENARDS 3059	\$5.35	STEVE LUKIN
06/29/2011	06/30/2011	FEDEX OFFICE #0617	\$9.16	STEVE LUKIN
06/30/2011	07/01/2011	METRO FIRE	\$609.23	STEVE LUKIN
06/30/2011	07/01/2011	RAINBOW FOODS 00088617	\$12.48	STEVE LUKIN
06/30/2011	07/01/2011	OVERHEAD DOOR COMP	\$1,355.31	STEVE LUKIN
06/30/2011	07/01/2011	EMERGENCY AUTOMOTIVE	\$235.20	STEVE LUKIN
06/21/2011	06/23/2011	UNIFORMS UNLIMITED INC	\$24.54	JERROLD MARTIN
06/22/2011	06/24/2011	MILLS FLEET FARM #2,700	\$9.98	JERROLD MARTIN
06/24/2011	06/27/2011	VICTORY PARKING INC	\$6.00	MIKE MARTIN
06/17/2011	06/20/2011	GRUBERS POWER EQUIPMENT	\$202.42	MARK MARUSKA
06/20/2011	06/21/2011	TRUGREEN # 5635	\$622.04	MARK MARUSKA
06/20/2011	06/21/2011	TRUGREEN # 5635	\$240.76	MARK MARUSKA
06/22/2011	06/23/2011	VALLEY CREEK EXPRESS INC	\$1,836.00	MARK MARUSKA
06/22/2011	06/23/2011	VALLEY CREEK EXPRESS INC	\$972.00	MARK MARUSKA
06/22/2011	06/24/2011	SEARS ROEBUCK 1122	\$85.69	MARK MARUSKA
06/24/2011	06/27/2011	HENRIKSEN ACE HARDWARE	\$32.43	MARK MARUSKA
06/28/2011	06/29/2011	HENRIKSEN ACE HARDWARE	\$44.91	MARK MARUSKA
06/29/2011	06/30/2011	HUNT ELECTRIC CORPORATION	\$4,903.02	MARK MARUSKA
06/17/2011	06/20/2011	THE SALVATION ARMY 11	\$38.65	ALESIA METRY
06/21/2011	06/22/2011	BOUND TREE MEDICAL LLC	\$1,727.66	MICHAEL MONDOR
06/21/2011	06/23/2011	PRIMARY PRODUCTS COMPANY	\$341.40	MICHAEL MONDOR
06/23/2011	06/24/2011	BOUND TREE MEDICAL LLC	\$86.30	MICHAEL MONDOR
06/24/2011	06/27/2011	BECKER FIRE AND SAFETY SV	\$203.01	MICHAEL MONDOR
06/24/2011	06/27/2011	OFFICE MAX	\$38.40	MICHAEL MONDOR
06/29/2011	06/30/2011	GERMAN LEATHER AND SHOE	\$48.00	MICHAEL MONDOR
06/29/2011	06/30/2011	BOUND TREE MEDICAL LLC	\$831.46	MICHAEL MONDOR
06/29/2011	07/01/2011	THE MERRI ARTIST INC	\$50.00	SHELLY NEPHEW
06/26/2011	06/27/2011	BATTERIES PLUS #31	\$66.69	MICHAEL NYE
06/16/2011	06/20/2011	TARGET 00021352	\$16.58	MARY KAY PALANK
06/16/2011	06/20/2011	OFFICE DEPOT #1090	\$15.27	MARY KAY PALANK
06/16/2011	06/20/2011	OFFICE DEPOT #1079	\$9.48	MARY KAY PALANK
06/28/2011	06/30/2011	BROADWAY RENTAL	\$203.00	CHRISTINE PENN
06/29/2011	06/30/2011	CANDYWAREHOUSE.COM, INC.	\$122.66	CHRISTINE PENN
06/20/2011	06/21/2011	CASES BY SOURCE SOURCE PA	\$66.39	PHILIP F POWELL
06/20/2011	06/22/2011	ALL-SPEC STATIC CONTROL	\$79.20	PHILIP F POWELL
06/23/2011	06/24/2011	BATTERIES PLUS #31	\$10.03	PHILIP F POWELL
06/23/2011	06/24/2011	HENRIKSEN ACE HARDWARE	\$28.68	PHILIP F POWELL
06/28/2011	06/29/2011	OVR*OVERSTOCK.COM	\$39.94	PHILIP F POWELL

06/29/2011	06/30/2011	ADORAMA INC	\$851.06	PHILIP F POWELL
06/29/2011	07/01/2011	EFOAMSTORE	\$26.42	PHILIP F POWELL
06/17/2011	06/20/2011	FACTORY MOTOR PARTS #19	\$102.15	STEVEN PRIEM
06/17/2011	06/20/2011	PERFORMANCE TRANSMI	\$123.56	STEVEN PRIEM
06/20/2011	06/21/2011	FACTORY MOTOR PARTS #19	\$329.54	STEVEN PRIEM
06/20/2011	06/22/2011	TOUSLEY FORD I27228006	\$338.45	STEVEN PRIEM
06/21/2011	06/22/2011	ZARNOTH BRUSH WORKS	\$478.80	STEVEN PRIEM
06/22/2011	06/23/2011	BOYER TRUCK PARTS	(\$71.74)	STEVEN PRIEM
06/22/2011	06/23/2011	AUTO PLUS NO ST PAUL	\$30.10	STEVEN PRIEM
06/22/2011	06/23/2011	AUTO PLUS NO ST PAUL	\$35.82	STEVEN PRIEM
06/22/2011	06/24/2011	TRI-STATE BOBCAT INC.	\$360.33	STEVEN PRIEM
06/23/2011	06/24/2011	FACTORY MOTOR PARTS #19	\$95.69	STEVEN PRIEM
06/23/2011	06/24/2011	AUTO PLUS NO ST PAUL	\$96.09	STEVEN PRIEM
06/23/2011	06/24/2011	AUTO PLUS NO ST PAUL	\$8.98	STEVEN PRIEM
06/23/2011	06/24/2011	BAUER BUILT TIRE 18	\$395.04	STEVEN PRIEM
06/23/2011	06/24/2011	BAUER BUILT TIRE 18	\$753.34	STEVEN PRIEM
06/23/2011	06/27/2011	NORTHERN TOOL EQUIP-MN	\$128.53	STEVEN PRIEM
06/27/2011	06/28/2011	POLAR CHEVROLET MAZDA PAR	\$90.43	STEVEN PRIEM
06/27/2011	06/29/2011	TOUSLEY FORD I27228006	\$185.50	STEVEN PRIEM
06/28/2011	06/29/2011	AUTO PLUS NO ST PAUL	\$105.26	STEVEN PRIEM
06/28/2011	06/29/2011	ZIEGLER INC COLUMBUS	\$272.53	STEVEN PRIEM
06/28/2011	06/30/2011	GOODYEAR AUTO SRV CT 6920	\$47.00	STEVEN PRIEM
06/29/2011	06/30/2011	AUTO PLUS NO ST PAUL	\$241.66	STEVEN PRIEM
06/29/2011	06/30/2011	AUTO PLUS NO ST PAUL	\$12.44	STEVEN PRIEM
06/29/2011	06/30/2011	AUTO PLUS NO ST PAUL	\$6.68	STEVEN PRIEM
06/29/2011	06/30/2011	JOHN FRYE DISTRIBUTING	\$95.06	STEVEN PRIEM
06/29/2011	07/01/2011	TOUSLEY FORD I27228006	\$26.06	STEVEN PRIEM
06/30/2011	07/01/2011	AUTO PLUS NO ST PAUL	\$11.53	STEVEN PRIEM
06/30/2011	07/01/2011	AUTO PLUS NO ST PAUL	\$27.08	STEVEN PRIEM
06/22/2011	06/23/2011	DALCO ENTERPRISES, INC	\$638.72	MICHAEL REILLY
06/30/2011	07/01/2011	HILLYARD INC MINNEAPOLIS	\$1,117.08	MICHAEL REILLY
06/23/2011	06/24/2011	TARGET 00011858	\$13.79	AUDRA ROBBINS
06/23/2011	06/27/2011	STARS & STRIKES ENTERT	\$681.35	AUDRA ROBBINS
06/23/2011	06/27/2011	MICHAELS #2744	\$40.58	AUDRA ROBBINS
06/25/2011	06/27/2011	MAD SCIENCE OF MINNESOTA	\$220.00	AUDRA ROBBINS
06/27/2011	06/29/2011	ST. PAUL SAINTS	\$55.00	AUDRA ROBBINS
06/21/2011	06/23/2011	MIDWEST FENCE	\$27.32	ROBERT RUNNING
06/20/2011	06/21/2011	IIMC	\$75.00	DEB SCHMIDT
06/17/2011	06/20/2011	FLEXIBLE PIPE TOOL CO	\$159.71	SCOTT SCHULTZ
06/28/2011	06/30/2011	USA MOBILITY WIRELE	\$16.07	SCOTT SCHULTZ
06/20/2011	06/21/2011	PAYPAL *LOCKCODEPTY	\$20.00	MICHAEL SHORTREED
06/24/2011	06/27/2011	GALT HOUSE HOTEL	\$327.78	MICHAEL SHORTREED
06/30/2011	07/01/2011	MINNESOTACO	\$40.90	MICHAEL SHORTREED
06/22/2011	06/24/2011	OUTBACK #2412	\$30.00	ANDREA SINDT
06/23/2011	06/24/2011	JAKE'S CITY GRILLE - M	\$30.00	ANDREA SINDT
06/24/2011	06/27/2011	UNIFORMS UNLIMITED INC	\$30.68	JOSEPH STEINER
06/21/2011	06/23/2011	METRO SALES INC	\$616.00	JOANNE M SVENDSEN
06/21/2011	06/23/2011	ALLINA HEALTH SYSTEM	\$50.00	JOANNE M SVENDSEN
06/17/2011	06/20/2011	JOHN DEERE LANDSCAPES530	\$20.35	RONALD SVENDSEN
06/17/2011	06/20/2011	MENARDS 3059	\$11.56	RONALD SVENDSEN
06/30/2011	07/01/2011	MOGREN TURF LLP	\$16.60	TODD TEVLIN
06/27/2011	06/29/2011	S & T OFFICE PRODUCTS	\$398.00	SUSAN ZWIEG

TOTAL \$72,926.74

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/ Dep. Public Works Director
Steven Love, Assistant City Engineer
SUBJECT: Approval of Developer Agreement, Cottagewood 2nd Developer, City Project 11-05,
DATE: July 15, 2011

INTRODUCTION

The council will consider approving the developer agreement and the corresponding maintenance agreement for the Cottagewood 2nd Developer, City Project 11-05, which directly relates to the final completion of private improvements associated with the Cottagewood Private Development off of Highwood Avenue.

BACKGROUND / DISCUSSION

As part of the approved Cottagewood Private Development, City Project 06-08 the City Council approved the city to enter into a developer agreement and a storm water maintenance agreement with Lauren & Company, L.L.C. on September 25, 2006. The private development was substantially completed, however several items currently remain unfinished and no homes were constructed by Lauren & Company, L.L.C.

A new developer has purchased the land with the intent to complete the development. Drafts of both the new developer agreement and corresponding maintenance agreement have been prepared by the city and are attached for reference. The agreements define the responsibilities of both the city and developer in moving forward with the completion of the Cottagewood Private Development. Copies of both agreements have been provided to the developer and his legal counsel.

It is important to note that the new developer, Thomas Wiener, is picking up exactly where the previous developer left off, finishing the few remaining items such as grading corrections, landscaping, and final paving. The developer agreement provides assurances that the private developer will complete the necessary improvements as defined by the developer agreement through financial guarantees including the posting of a \$44,500.00 cash escrow. Furthermore special conditions as previously outlined by the city council are attached to the developer agreement and are also secured by the posting of the escrow.

RECOMMENDATION

It is recommended that the council approve the developer agreement and corresponding maintenance agreement and authorize the mayor and city manager to sign the agreements signifying council approval. Minor changes to the agreements can be made by the city attorney. It is also recommended that the council authorize the city engineer to have the agreements recorded as deemed necessary.

Attachments:

1. Developer Agreement
2. Maintenance Agreement
3. Location Map

CITY OF MAPLEWOOD
Ramsey County, Minnesota
Contract for Residential Development
Cottagewood
City Projects 06-08, 06-10 & 11-05

THIS AGREEMENT (herein called the "AGREEMENT"), made this _____ day of _____, 2011, between the City of Maplewood, Minnesota, acting by and through its mayor and city manager, herein called the CITY and Cottagewoods I, LLC, a Minnesota limited liability company herein called the DEVELOPER.

IN CONSIDERATION of the following mutual agreements and covenants, the parties hereby agree as follows:

1. In consideration of the CITY approving and accepting the completion of the original improvements constructed in 2006 as part of City Projects 06-08, 06-10 (the "DEVELOPMENT") and outlined in the "Development Agreement for Cottagewood" dated October 13, 2006, the DEVELOPER and CITY agree to abide by the stipulations and requirements specified by this AGREEMENT and as outlined in the Special Conditions, Plans and Specifications attached to this AGREEMENT.
2. The DEVELOPER agrees to complete those improvements which are not currently completed and which are specifically outlined in the Special Conditions, Plans and Specifications attached to this AGREEMENT.
3. The DEVELOPER agrees that all internal improvements shall be considered private utilities and/or improvements and shall be maintained by the DEVELOPER until the DEVELOPER conveys the private utilities and/or improvements to the home owner's association ("ASSOCIATION"), at which point the ASSOCIATION shall maintain the private utilities and/or improvements.

4. The DEVELOPER agrees to pay for all costs associated with cleaning, televising, conducting any necessary repairs or inspections on site utilities and/or improvements and shall ensure that all improvements are in an operating condition acceptable to the CITY.
5. The ASSOCIATION agrees to execute a maintenance agreement establishing the maintenance requirements and responsibilities for the infiltration trenches, sump structures, rain gardens and ponds. The DEVELOPER agrees to include all stipulations of the maintenance agreement within the Homeowner's Association documents.
6. The DEVELOPER shall post a cash escrow for the remaining site improvements as outlined under Term 8 of this AGREEMENT. If the surety is in the form of a letter of credit, the letter of credit must clearly indicate that it is an irrevocable letter of credit (from a financial institution approved by the City Attorney) in the name of the City of Maplewood, payable on demand, to assure compliance with the terms of the developer's agreement. The letter of credit shall be of a one-year duration and must have a condition indicating automatic renewal, with notification to the CITY of minimum of 60 days prior to its expiration. The letter of credit shall be bonded and/or insured in the event of closure of the financial institution from which the letter credit is drawn.
7. The DEVELOPER shall reimburse, in accordance with Minn. Stat. § 462.358, subd. 2(a), any direct costs incurred by the CITY for all engineering, legal and administrative services, associated with the project. A \$1,000 non-refundable cash escrow shall be established for these services. Any additional costs above the original escrow will be billed to the DEVELOPER.
8. The DEVELOPER shall furnish the CITY with a site escrow in the amount of \$44,500 to cover the proposed bituminous wear paving, landscaping and remaining site grading and erosion control costs. It is understood that funds so deposited or so committed shall guarantee all cost of the work herein specified including, but not limited to, grading, erosion control, turf establishment, pavement of bituminous wearing course, and CITY engineering

and utility expenses, whether such costs are equal to or more than the estimated cost as indicated in the Special Conditions.

9. The CITY agrees to grant a reduction in site escrow guarantee or letter of credit, pursuant to Minn. Stat. § 462.358, subd. 2(a), after written request by the DEVELOPER based on the value of the completed improvements as mentioned in Term 8 and any outstanding service fees at the time of the requested reduction. The amount of the reduction will be determined by the City Engineer or his designee. The CITY reserves the right to hold the escrow for a period of one year from the time of final acceptance of the project for the purposes of guaranteeing work performed by the DEVELOPER.
10. The DEVELOPER shall furnish all professional services for the project including but not limited to:
 - a. Preparation of any additional plans and specifications necessary to complete the DEVELOPMENT prepared by an appropriately licensed professional.
 - b. Construction supervision, staking and surveying.
 - c. Preparation of a full set of 11x17 reproducible and PDF format plans and digital base drawing files to be submitted to the CITY as record/as-built plans. Said as-built plans, approved by the City Engineer, shall be submitted within 120 days of final acceptance of the DEVELOPMENT/project improvements to the CITY.
11. No work shall be performed within the public rights-of-way unless a CITY inspector has been notified 48 hours prior to the start of construction activity or is present on site. The CITY will not exercise direct supervision and inspection for private construction activities. The City Engineer or the City Engineer's representative will make periodic inspection of work and may require certain tests to be made, which in the sole judgment of the City engineer are necessary to assure compliance with CITY Standards and the Plans and Specifications. The CITY will work with the DEVELOPER or a representative of the DEVELOPER concerning engineering and construction matters.

12. The DEVELOPER agrees that the work that it is required to perform under this AGREEMENT shall be done and performed in the best and most workmanlike manner; and all materials and labor shall be in strict conformity with respect to the approved Plans and Specifications and improvement standards of the CITY, and shall be subject to the inspection and approval of the CITY or a duly authorized engineer of the CITY; and in case any material or labor supplied shall be rejected by the CITY or engineer, as defective or unsuitable, based upon the standards specified in the CITY's plans, specifications and standards for the DEVELOPMENT, DEVELOPER shall promptly correct such labor and/or material by bringing it within compliance with said standards.
13. After completion of all the work required, the City Engineer or the City Engineer's designated representative and the DEVELOPER or a representative of the DEVELOPER will make a final inspection of the work. Before final acceptance of project improvements is made, the City Engineer shall be satisfied that all work is satisfactorily completed in accordance with the approved Plans and Specifications; and the DEVELOPER or DEVELOPER's representative shall submit a written statement attesting to same.
14. It is further agreed anything to the contrary herein notwithstanding, that the City of Maplewood City Council and its agents or employees shall not be personally liable or responsible in any manner to the DEVELOPER, the DEVELOPER's contractor or subcontractor, material suppliers, laborers or to any other person or persons whomsoever, for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the obligations of this AGREEMENT or the performance and completion of the work or the improvements provided herein. The DEVELOPER will hold the CITY harmless from all such claims, demands, damages, actions or causes or actions arising out of or by reason of the DEVELOPER's obligations under this AGREEMENT or the performance and completion of the work or the improvements by DEVELOPER herein,

provided they are a direct result of the acts or omissions of DEVELOPER and not the result of any act or omission of the CITY.

15. The DEVELOPER will furnish the CITY proof of insurance in the amount as required by the approved specifications covering any public liability or property damage by reason of the operation of the DEVELOPER's equipment, laborers, and hazard caused by said improvement and add the CITY as an additional insured.
16. The CITY shall provide notice to DEVELOPER any claim of breach, specifying the cure required and providing a period of thirty (30) days within which DEVELOPER may cure the breach. Breach of any terms of this AGREEMENT by the DEVELOPER shall be grounds for denial of building or occupancy permits for buildings within the addition until such breach is corrected by the DEVELOPER.
17. In case any one or more of the provisions contained in this AGREEMENT shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
18. The terms and conditions of this AGREEMENT shall be binding on the parties hereto, their respective successors and assigns and the benefits and burdens shall run with the land and may be recorded against the title to the property. The terms and conditions of this AGREEMENT and the Special Conditions, Plans and Specifications attached hereto, constitute the entire agreement by and between the parties and may not be modified except in a writing signed by both of the parties.
19. Notices. Whenever it shall be required or permitted by this 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 give when delivered personally or when deposited in the mail in accordance with the above. The

SIGNATURE - CITY OF MAPLEWOOD

By: _____
Its: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____,
2011, by _____, the City Manager of the City of Maplewood, a municipal
corporation.

Notary Public

SPECIAL CONDITIONS
FOR
SUBDIVISION DEVELOPMENT
CITY OF MAPLEWOOD

1. Subdivision Information:

- a. Plate Name: Cottagewood
- b. Developer: Cottagewoods I, LLC
- c. Engineer: Auth Consulting Associates
- d. Financial Guarantee:

(1) Type: Cash Escrow – Engineering Services

Amount: \$1,000

(2) Type: Cash Escrow or Letter of Credit

Amount : 125% of the construction cost of Bituminous Wear Paving, Landscaping remaining site grading and erosion control.

2. Scope of work contemplated under the terms of this contract and covered by escrow guarantee are outlined in the conditions of development approval from the August 28, 2006 city council meeting as follows:

Approval is subject to the following conditions:

- 1. All construction shall follow the plans for ~~48~~ 15 detached town houses as approved by the city. The city council may approve major changes to the plans. The Director of Community Development may approve minor changes to the plans. Such changes shall include:
 - a. Revising the grading and site plans to show:
 - (1) The developer minimizing the loss or removal of natural vegetation.
 - (2) All driveways at least 20 feet wide. If the developer wants to have parking on one side of the main driveway, then it must be at least 28 feet wide. However, widening of the driveway must not lessen the side setback of the driveway from the east property line.
 - (3) All parking stalls with a width of at least 9.5 feet and a length of at least 18 feet. Also, review and possibly revise the parking spaces and the turn-

around area at the south end of the site to maximize the number of trees to be saved and to minimize the amount of hard surface area.

- (4) Revised storm water pond locations and designs as suggested or required by the watershed district or city engineer. The ponds shall meet the city's design standards.
 - (5) The developer minimizing the loss or removal of natural vegetation including keeping and protecting as many of the large trees as possible in the undisturbed area south of the town houses and parking areas.
2. The proposed construction must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
 3. Have the city engineer approve final construction and engineering plans. These plans shall meet all the conditions and changes noted in the engineer's memo dated July 28, 2006. These shall include:
 - ~~a. Include grading, utility, drainage, erosion control, streets, trails, tree, retaining walls, driveway and parking lot plans.~~
 - a. The grading, utility, drainage, erosion control, streets, trails, tree, retaining walls, driveway and parking plans. This approval includes the design of the proposed private cul-de-sac.
 - b. Showing no grading or ground disturbance in the conservation easement. This land is to be preserved for open space purposes. The developer and contractors shall protect this area, including the large trees that are in and near the south side of the site, from encroachment from equipment, grading or filling.
 - c. Include a storm water management plan for the proposal.
 4. The design of all ponds shall meet Maplewood's design standards and shall be subject to the approval of the city engineer. If needed, the developer shall be responsible for getting any off-site pond and drainage easements.
 5. The developer or contractor shall:
 - a. Complete all grading for the site drainage and the ponds, complete all public improvements and meet all city requirements.
 - b.* Place temporary orange safety fencing and signs at the grading limits.
 - c. Remove any debris or junk from the site, including the conservation area.
 - d. Provide the city with verification that the town houses on the proposed site plan will meet the state's noise standards. This shall be with a study, testing or other documentation. If the noise on this site is a factor, then the contractor will have to build the town houses so that they can meet the noise standards. This may be done with thicker walls, heavier windows, requiring air conditioning or other sound-deadening construction methods. The developer shall provide the city with this documentation before the city will issue a building permit for the town houses.

6. The approved setbacks for the principal structures in the Cottagewood PUD shall be:
 - a. Front-yard setback (from a public street or a private driveway): minimum - 20 feet, maximum – 35 feet
 - b. Rear-yard setback: 12 feet from any adjacent residential property line
 - c. Side-yard setback (town houses): minimum of six feet from a side property line and at least 12 feet between units.
7. The developer or builder will pay the city Park Access Charges (PAC fees) for each housing unit at the time of the building permit for each housing unit.
8. Submit the homeowner's association documents to city staff for review and approval.
9. The developer shall provide a permanent means to preserve and maintain the common open space. This may be done by conservation easement, deed restrictions, covenants or public dedication. The developer shall record this document with the final plat and before the city issues a permit for grading or utility construction.
10. The city council shall review this permit in one year.
11. This approval does not include the design approval for the townhomes or any signs. The project design plans, including architectural, signs, site, lighting, tree and landscaping plans, shall be subject to review and approval of the community design review board (CDRB). The projects shall be subject to the following conditions:
 - a. Meeting all conditions and changes as required by the city council.
 - b. For the driveways:
 - (1) Minimum width - 20 feet.
 - (2) Maximum width - 28 feet.
 - (3) All driveways less than 28 feet in width shall be posted for "No Parking" on both sides. Driveways at least 28 feet wide may have parking on one side and shall be posted for No Parking on one side.
 - c. Showing all changes required by the city as part of the conditional use permit for the planned unit development (PUD).
12. The city shall not issue any building permits for construction on an outlot (per city code requirements). The developer must record a final plat to create buildable lots in the preliminary plat before the city will issue a building permit.

The Maplewood City Council approved this resolution on August 28, 2006.

STORM WATER TREATMENT STRUCTURES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, _____, by and between the City of Maplewood, a municipal corporation under the laws of the State of Minnesota (hereinafter called "CITY"), Cottagewoods I, LLC, a Minnesota limited liability company (hereinafter called "DEVELOPER"), and the Cottagewood Homeowner's Association, a Minnesota non-profit corporation (the "ASSOCIATION").

WITNESSES:

- 1. Purpose.** The CITY has determined that it is consistent with the CITY's plans, regulations, purposes and goals to provide a storm water quality protection system for the property at Cottagewood (2666 Highwood Avenue) described herein as follows:

Cardinal Cottagewood Outlots A and B. ("PROPERTY")

It is understood that the OWNER shall be responsible for the initial work necessary to bring the infiltration trench, infiltration basin and two (2) three-foot sump structures in the location as shown on Exhibit A attached hereto into working order and is also responsible for the initial planting and successful establishment of plantings within the infiltration basin on Outlot B.

The ASSOCIATION, from time to time shall be responsible for the cost of cleaning and maintaining the infiltration basin, infiltration trench and sump structures to ensure their full working capacity.

It is understood between the parties that the CITY shall not be responsible for the costs associated with the initial work necessary to bring the infiltration basin, infiltration trench and sump structures into working order, which shall be the sole responsibility of the DEVELOPER.

2. Responsibilities of the Parties

- a) The DEVELOPER shall be responsible for any costs related to bringing the infiltration basin, infiltration trench and sump structures to their working condition according to their initial design intent. The DEVELOPER shall be responsible for any costs associated with landscaping of the infiltration areas.
- b) The ASSOCIATION shall be responsible for annual cleaning and maintenance of the infiltration basin, infiltration trench and sump structures.

- c) The ASSOCIATION shall provide to the CITY an annual inspection report prepared in connection with such annual cleaning and maintenance. The CITY may from time to time inspect the infiltration basin and sump structures to determine if the operation meets the original design intent.
- 3. Right of Access.** The ASSOCIATION and the DEVELOPER hereby grant the CITY the right to enter onto the PROPERTY to inspect and monitor the infiltration basin and sump structures. In the event the CITY requires repairs to the infiltration basin and sump structures, the ASSOCIATION shall have thirty (30) days following written notice from the CITY in which to make said repairs. If the ASSOCIATION fails to make said repairs within thirty (30) days after receiving said notice from the CITY, the CITY shall have the right to enter on the PROPERTY to make any repairs necessary for the infiltration basin and sump structures to work to their original design intent. The ASSOCIATION shall be responsible to the CITY for any and all fees and costs associated with said maintenance and repairs.
- 4. Warranty of Ownership.** The DEVELOPER hereby warrants and represents to the CITY, as inducement to the CITY to enter into this Agreement, which the DEVELOPER's interest in the property, is as fee owner. The DEVELOPER warrants that it has the right and authority to enter into this Agreement.
- 5. Binding Effect.** The CITY, DEVELOPER and ASSOCIATION are all bound by the terms and provisions of this Agreement and they shall be binding on all respective successors, purchasers and assigns. The obligation of the ASSOCIATION and DEVELOPER set out herein shall be incorporated within the Declaration of Cottagewood and said covenants shall run with the land. This Agreement, at the option of the CITY, shall be placed of record so as to give notice thereof to subsequent purchasers and encumbrances of all or any part of the PROPERTY.

The DEVELOPER hereby consents to the recording of the Agreement with the Ramsey County Recorder.

- 6. Notices.** Whenever it shall be required or permitted by this 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 purposes are as follows, until written notice of a change of such addresses has been given in accordance herewith:

As to the CITY:

City Manager
1830 County Road B East
Maplewood, MN 55109

As to the OWNER: Cottagewood Homeowner Association
c/o Cottagewood I, LLC
533 Hayward Ave North, Suite 100
Oakdale, MN 55128

As to the ASSOCIATION: President
Cottagewood Homeowners Association

Maplewood, MN 55119

IN WITNESS WHEREOF, the CITY, DEVELOPER and ASSOCIATION have caused this AGREEMENT to be duly executed on the day and year first above written.

COTTAGEWOOD I, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of Cottagewood I, LLC, on behalf of the company.

Notary Public

CITY OF MAPLEWOOD

By: _____
Its: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the City Manager for the City of Maplewood, a municipal corporation.

Notary Public

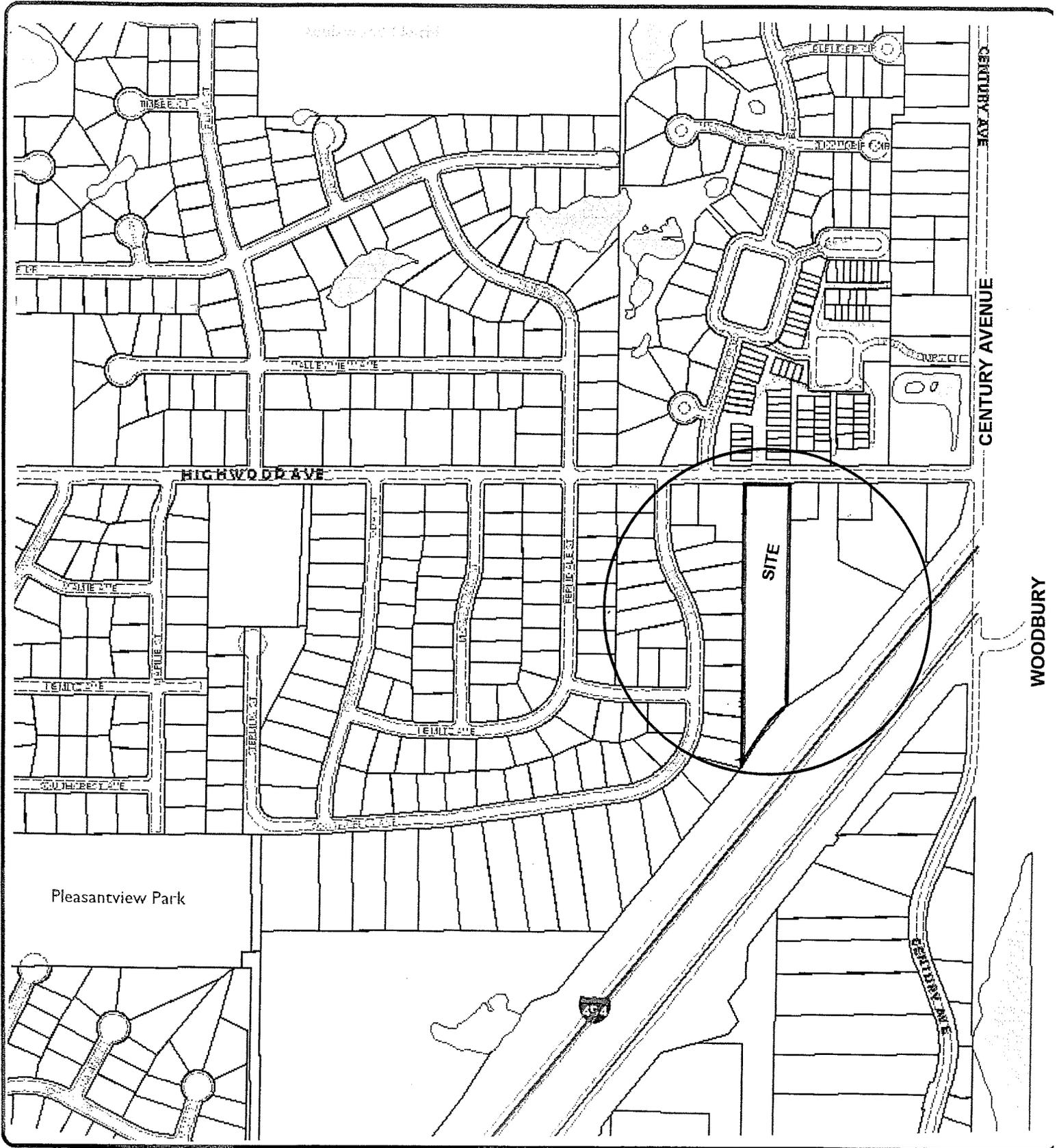
COTTAGEWOOD
HOMEOWNERS ASSOCIATION

By: _____
Its: President

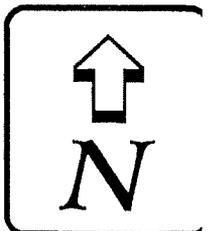
STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the President of Cottagewood Homeowners Association, a Minnesota non-profit corporation.

Notary Public



LOCATION MAP
COTTAGEWOOD 2ND DEVELOPER



AGENDA REPORT

To: City Manager James Antonen
From: Chief of Police David J. Thomalla
Subject: Approval to Accept Alcohol Compliance Check Grant
Date: July 18, 2011

Introduction

City Council approval is requested to enter into a Grant Agreement with the Minnesota Institute of Public Health (MIPH) and to receive funds for conducting alcohol compliance checks in the City of Maplewood.

Background

The Police Department has the opportunity to enter into a Grant Agreement with MIPH from July 1, 2011, to May 31, 2012.

To receive the grant money, we have to agree to conduct two rounds of alcohol compliance checks on each licensed liquor establishment in the City (once between July 1 and December 15, 2011, and again between January 1 and May 31, 2012); issue two news releases (one announcing the Grant funding and intent to conduct the compliance checks and another to announce the results of the checks); provide a report to MIPH; and report all compliance check failures to the City for imposing of penalties.

The City will receive \$30 for each completed compliance check, in an amount not to exceed \$3,540. This money may be used for officer overtime costs and payments to underage purchasers but not as "buy money."

A copy of the Grant Agreement is attached.

Budget Impact

Upon receipt of the Grant money, the necessary budget adjustments will have to be made to expend the funds as stated in the Grant Agreement.

Recommendation

It is recommended that City Council approval be given to enter into this Grant Agreement and to accept the payments for completed alcohol compliance checks.

Action Required

Submit to the City Council for review and approval.

DJT:js

Attachment

GRANT AGREEMENT

THIS GRANT AGREEMENT ("**Agreement**") is made this 1st day of July, 2011 (the "**Effective Date**"), by and between the Minnesota Institute of Public Health ("**MIPH**") and Maplewood Police Department ("**Grantee**").

WHEREAS, MIPH is contracted by the Minnesota Department of Public Safety to administer an Alcohol Compliance Check and Alternate Underage Drinking Enforcement Grant program.

WHEREAS, the Federal funds for this grant contract are provided under the U.S. Department of Justice's Enforcing Underage Drinking Laws Program to enforce underage drinking laws and educate alcohol retailers and community members regarding underage drinking laws.

WHEREAS, the Grantee wants and is willing to enforce underage drinking laws in its jurisdiction.

WHEREAS, the parties hereto desire to enter into a working relationship; and

WHEREAS, the parties hereto have agreed as to various matters concerning the organization and operation of such a working relationship, and wish a written memorandum of their agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto hereby agree as follows:

I. Term and Termination of Agreement

A. The term of this Agreement shall be from the Effective Date and continuing until May 31, 2012 (the "**Expiration Date**"), or until the contracted Services have been completed, or the maximum dollar amount has been reached, whichever occurs first. Notwithstanding the foregoing, this Agreement shall remain in effect with respect to any Schedules then in effect on the date of termination or Expiration Date until the date on which such Schedules are themselves terminated or are otherwise completed. It is also contingent upon, and subject to, a successfully executed and signed contract between MIPH and the Minnesota Department of Public Safety (the "**Prime Agreement**").

B. Either party shall have the right at any time to terminate this Agreement and/or any Schedule without cause upon fifteen (15) days written notice. In event of such termination, Grantee's sole and exclusive remedy shall be limited to payment (on a pro-rata basis if fixed fee) for Services rendered and expenses properly incurred through the date of termination.

C. Either party shall have the right to terminate this Agreement and/or any Schedule(s) immediately in the event of a material breach of this Agreement and/or any Schedule(s) by the other party, which breach remains uncured for a period of ten (10) days after written notice reasonably specifying the nature of the breach is given to the breaching party.

D. Upon receiving notice from MIPH to stop work, Grantee shall cease all work under this Agreement. Grantee will not be paid for fees or expenses incurred as of the effective date of any such stop work notice until or unless Grantee is instructed to resume work.

II. Duties

A. The Grantee shall:

- Conduct independent compliance checks at licensed liquor establishments within its jurisdiction.
- Conduct two compliance checks on each licensed establishment. Round 1 compliance checks to be conducted between the dates of July 1, 2011, and December 15, 2011. Round 2 compliance checks to be conducted between the dates of January 1, 2012, and May 31, 2012.
- Issue two news releases to include, first, an announcement of the grant funding and intent to conduct compliance checks and, second, to announce the results of the compliance check operations.
- Report findings back to MIPH using the MIPH approved reporting form.
- Report all licensed liquor establishments failing compliance check to local liquor license issuer to impose penalties pursuant to Minn. Stat. § 304A.415.
- Grantee will comply with the Single Audit Act Amendments of 1996 and Office of Management and Budget Circular A-133.
- Ensure the compensation under this grant contract provides for officer overtime and actual expenses and resources expended to conduct compliance check operations. Federal funds must not supplant existing resources.
- To help fulfill MIPH Federal reporting requirements, Grantee must report expenses and resources expended to conduct underage drinking enforcement operations that are not reimbursed through this grant contract. There is no requirement for other funds to be used to support checks, but where other funds are used, it must be reported.

B. MIPH shall:

- Provide technical assistance to Grantee for performance of duties within this grant contract.
- Provide reporting and invoicing forms to Grantee. MIPH may modify or change all forms at their discretion during the grant term.
- Compensate Grantee promptly for duties satisfactorily performed under this grant contract as described under Consideration and Payment.

C. Payment of undisputed fees for Services shall be made thirty (30) days after MIPH's receipt of invoice submitted by Grantee.

III. Consideration and Payment

MIPH will pay for all services performed satisfactorily by Grantee under this grant contract as follows:

- The Grantee will be paid an amount not to exceed \$3,540.00 based on the following method of payment: \$30.00 per completed compliance check.
- The total obligation of MIPH for all compensation and reimbursements to the Grantee under this contract will not exceed \$3,540.00.

MIPH will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and MIPH accepts the invoiced services. Invoices must be submitted timely and according to the following schedule. Itemized invoices will be filed in arrears and upon completion of each round of compliance checks. Invoices must be submitted and received by MIPH no later than December 31, 2011 for Round 1 compliance checks and no later than June 12, 2012, for Round 2 compliance checks. The Grantee will not receive payment for work found by MIPH to be unsatisfactory, outside the dates of this grant contract, or performed in violation of federal, state, or local, law.

Payments under this grant contract will be made from Federal funds, obtained by MIPH under contract to the Minnesota Department of Public Safety pursuant to CFDA number 16.727. 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.

Grantee must provide itemized reporting of licensed establishments checked but is not required to submit itemized listing of expenses. Grantee assumes responsibility for ensuring that grant contract compensation provides for actual expenses and resources expended to conduct compliance check operations. Allowable costs that may be reimbursed through this grant contract include:

- 1) Officer overtime and fringe costs,
- 2) Payment to underage purchasers
- 3) Officer and underage purchaser meals at or below state allowances (currently \$7.00 breakfast, \$9.00 lunch, \$15.00 dinner. Breakfast reimbursement may be claimed if leaving before 6:00 a.m. Lunch reimbursement may be claimed if travel is more than 35 miles from office. Dinner reimbursement may be claimed if officer cannot return until after 7:00 p.m.
- 4) Mileage at the federal rate (currently \$.51 per mile).

MIPH will not reimburse these costs directly or in addition to the \$30.00 per completed check. Grantee's sole compensation under this grant will be calculated at \$30.00 per completed check.

The grant contract funds may not be used for the purchase of alcohol from a compliance check failure ("buy money").

Agreement to the grant contract indicates Grantee's certification that Federal funds will not be used to supplant State or local funds Federal funds must be used to supplement existing funds for

program activities and must not replace those funds that have been appropriated for the same purpose.

IV. Amendments

Any amendments to this Agreement shall be in writing, signed by the parties.

V. Independent Contractor Relationship

Grantee is an independent contractor, and is not an employee, servant, agent, partner, or joint venturer of MIPH. Neither party to this Agreement will have any authority to bind or represent the other party. MIPH shall identify and request the Services to be performed, but Grantee shall determine the legal means by which all Services are to be accomplished. MIPH is not responsible for withholding, and shall not withhold, FICA or any other employment-related taxes of any kind from any payments made to Grantee. Neither Grantee, its employees, nor any subcontracted personnel shall be entitled to receive any benefits which employees of MIPH are entitled to receive, nor shall Grantee, its employees or subcontracted personnel be entitled to receive from or through MIPH workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing or Social Security on account of Services performed under this Agreement.

Grantee is responsible for overseeing and managing the tasks and functions for the Services provided under this Agreement. Grantee shall not subcontract with any third party for the performance of any Services to be provided MIPH without in each instance obtaining the prior written consent of MIPH to Grantee's use of such third party subcontractor and the subcontractor's individual personnel proposed to be assigned to perform Services, which consent may be withheld in MIPH's sole and absolute discretion. Such third party subcontractor and the subcontractor's individual personnel for whom MIPH's prior written consent may subsequently be given are hereafter referred to as "**Permitted Subcontractors**". Grantee shall require each Permitted Subcontractor to agree in writing to perform in accordance with, and subject to the terms of this Agreement prior to the performance of any Services by such Permitted Subcontractor. Grantee shall make reasonable efforts to honor specific requests by MIPH with regard to Grantee's Employees, including replacements thereof, who are assigned to perform Services and any other aspect of obtaining the desired results under this Agreement.

VI. Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless MIPH, its trustees, officers, employees and Affiliates from and against all claims, demands, suits, actions, losses, damages, injuries, liabilities, expenses, judgments, liens, encumbrances, orders, fines, penalties and awards, including, without limitation, reasonable attorneys fees,

expert witness fees and court costs, (all of which are collectively referred to as “**Claims**”) arising out of any of the following:

A. Grantee’s performance of Services and provision of the Deliverables, Grantee’s failure to perform under this Agreement and/or Grantee’s breach of this Agreement.

B. Claims relating to bodily injury to or death of any person or damage to real property and/or tangible or intangible personal property, incurred while Grantee is performing Services and to the extent caused by the negligent or willful acts or omissions of Grantee, its Employees, Permitted Subcontractors or agents in the performance of the Services hereunder.

C. Claims arising out of any disputes between Grantee and Grantee’s employees and/or Permitted Subcontractors, including without limitation, Employee Related Claims. “**Employee Related Claims**” means any pending, threatened or future action, suit, arbitration, inquiry, proceeding or investigation by or before a court, arbitrator, governmental or other regulatory or administrative agency or commission, whether civil, criminal or other, and whether known or unknown, fixed or contingent, or matured or unmatured at the Effective Date or at any time before or after the Effective Date for any and all Claims, incurred in connection with the Agreement that arise in connection with or relate to any of Grantee’s or any of its Permitted Subcontractor’s employees or classification of employees, the terms or conditions of such employment, any accident, illness, injury or other harm of any nature arising in connection with or relating to such employment, or the termination of such employment.

D. Claims that any Services or Deliverables provided by Grantee hereunder infringe upon any existing or future patent right, copyright, trade secret or other Intellectual Property Right. Grantee will defend such Claim at its expense and will pay all costs and damages that may be awarded against MIPH, its trustees, officers, employees and/or Affiliates incurred and resulting therefrom. Grantee will not be obligated to indemnify MIPH hereunder, however, if the claim of infringement is caused by MIPH's modification of such Deliverables. If any such Deliverables are, or in either MIPH’s or Grantee’s opinion are likely to be, held to constitute an infringing product, Grantee shall promptly at Grantee’s option and at Grantee's sole cost and expense either (a) procure the right for MIPH to continue using it, or (b) modify it so that it is non-infringing, provided that such Deliverable as modified must be functionally equivalent and perform and conform in all material respects to the specifications and requirements, or (c) replace it with a non-infringing functionally equivalent that performs and conforms in all material respects to the specifications and requirements. If none of the options in the preceding sentence are reasonably available and/or practical after Grantee has exercised its best efforts to implement said options, Grantee shall refund to MIPH all amounts paid by MIPH to Grantee pertaining to such Deliverables under this Agreement, and Grantee shall remain liable for all other damages and remedies available to MIPH which are expressly reserved.

VII. Warranties

Grantee warrants that (a) Grantee, its Employees and Permitted Subcontractors, if any, shall have and maintain the requisite technical knowledge, skills, abilities, licenses and qualifications to provide the Services and Deliverables, (b) Grantee shall comply with all

applicable local, state and federal ordinances, laws and regulations in providing the Services and Deliverables, (c) all Services to be performed hereunder will be performed in good faith and in a good, professional, workmanlike, competent and timely manner, in conformity with all applicable standards and the requirements of this Agreement and the respective Schedules, and (d) Grantee's performance of Services does not and will not violate the terms and conditions of any other contract or obligation of Grantee.

VIII. Governing Law

The formation, interpretation and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of the State of Minnesota and, to the extent applicable, the laws of the United States of America. This Agreement is deemed to be executed in Minnesota and the parties hereby consent to the jurisdiction of the State and Federal Courts located in Minnesota for such disputes. All litigation arising out of this Agreement must be brought in Courts located in Hennepin County, Minnesota.

IX. Authorized Representative

MIPH's Authorized Representative is Sheila Nesbitt, Grant Consultant, 2720 Highway 10 NE, Mounds View, MN 55112, 763-427-5310 x128, snesbitt@miph.org, or her 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, MIPH's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is David J Tomalla, Maplewood Police Department, 1830 County Road B East Maplewood, MN 55109. If the Grantee's Authorized Representative changes at any time during this contract, the Grantee must immediately notify MIPH.

X. Force Majeure

Neither party shall be liable for the non-performance of its obligations under this Agreement for a maximum period of sixty (60) days if such non-performance is caused by acts of civil or military authority, civil disturbance, war, terrorism, explosions, fires, earthquakes, floods or other acts of God ("**Force Majeure Event**"). The party so affected shall give notice to the other party and shall do everything reasonably possible to resume performance. If the period of non-performance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may terminate the Agreement and/or any applicable Schedule(s) upon written notice.

XI. Assignment

Grantee shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MIPH. Any attempted assignment in contravention of this Section shall be null and void.

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

Maplewood Police Department

Date: _____

Signed: _____

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: _____

Minnesota Institute of Public Health

Signed: _____

By: _____

Title: _____

MEMORANDUM

TO: James Antonen, City Manager
FROM: Michael Martin, AICP, Planner
Charles Ahl, Assistant City Manager
SUBJECT: **Conditional Use Permit Review**
PROJECT: **St. Paul Regional Water Services (McCarron's Treatment Plant)**
LOCATION: 1900 Rice Street
DATE: July 19, 2011

INTRODUCTION

The conditional use permit (CUP) for the St. Paul Regional Water Services (SPRWS) facilities at 1900 Rice Street is due for review. The CUP allowed for the expansion of the facility that includes three new buildings: (1) a two-story 36,000-square-foot office building with 240 parking spaces, (2) a one-story 11,230-square-foot meter shop and warehouse, and (3) a one-story 17,350-square-foot vehicle maintenance and storage building with associated parking and landscaping features. In addition, a plan to build a cold vehicle storage building was included on the plans. (See the attached maps).

BACKGROUND

December 15, 1988: The city council approved a CUP for SPRWS to construct a clear-water pond west of Sylvan Street and north of Larpenteur Avenue.

June 10, 1996: The city council approved a CUP and design plans for the expansion of the solids dewatering facility.

August 11, 1997: The city council approved a CUP and design plans for the construction of two building additions and a new building at the water treatment plant.

December 10, 2001: The city council approved a CUP and design plans for the expansion and renovation of the water treatment plant.

June 23, 2003: The city council approved a CUP and design plans for the construction of three new buildings on the water services campus.

On July 12, 2004, the city council reviewed the CUP and agreed to review it again in one year.

On July 25, 2005, the city council reviewed the CUP and agreed to review it again in one year.

On August 14, 2006, the city council reviewed this CUP and agreed to review it again in one year.

On September 10, 2007, the city council considered this CUP review and tabled action on it to allow city staff and the staff of SPRWS to review the status of landscaping on the site.

On November 26, 2007, the city council reviewed the CUP and agreed to review it again in one year.

On July 20, 2009, the city council reviewed the CUP and agreed to review it again in one year.

On July 26, 2010, the city council reviewed the CUP and agreed to review it again in one year.

DISCUSSION

The St. Paul Regional Water Services three newest buildings and the associated parking lots and driveways are complete. The contractor completed the installation of the required landscaping, including the trout stream and buffer restoration (with native trees and grasses), within the campus. Staff visited the site and determined that the landscaping requirements are being met and the site overall is very attractive.

The only project left for this CUP is the construction of a cold vehicle storage building. Brad Eilts, engineer for SPRWS, has communicated to city staff that SPRWS is no longer planning on constructing this building. Because the applicant is not planning on any more construction, staff is recommending reviewing this permit again only if a problem arises or a major change is proposed. If SPRWS were to decide to go forward with the cold vehicle storage building in the future this CUP would be brought back to council for review.

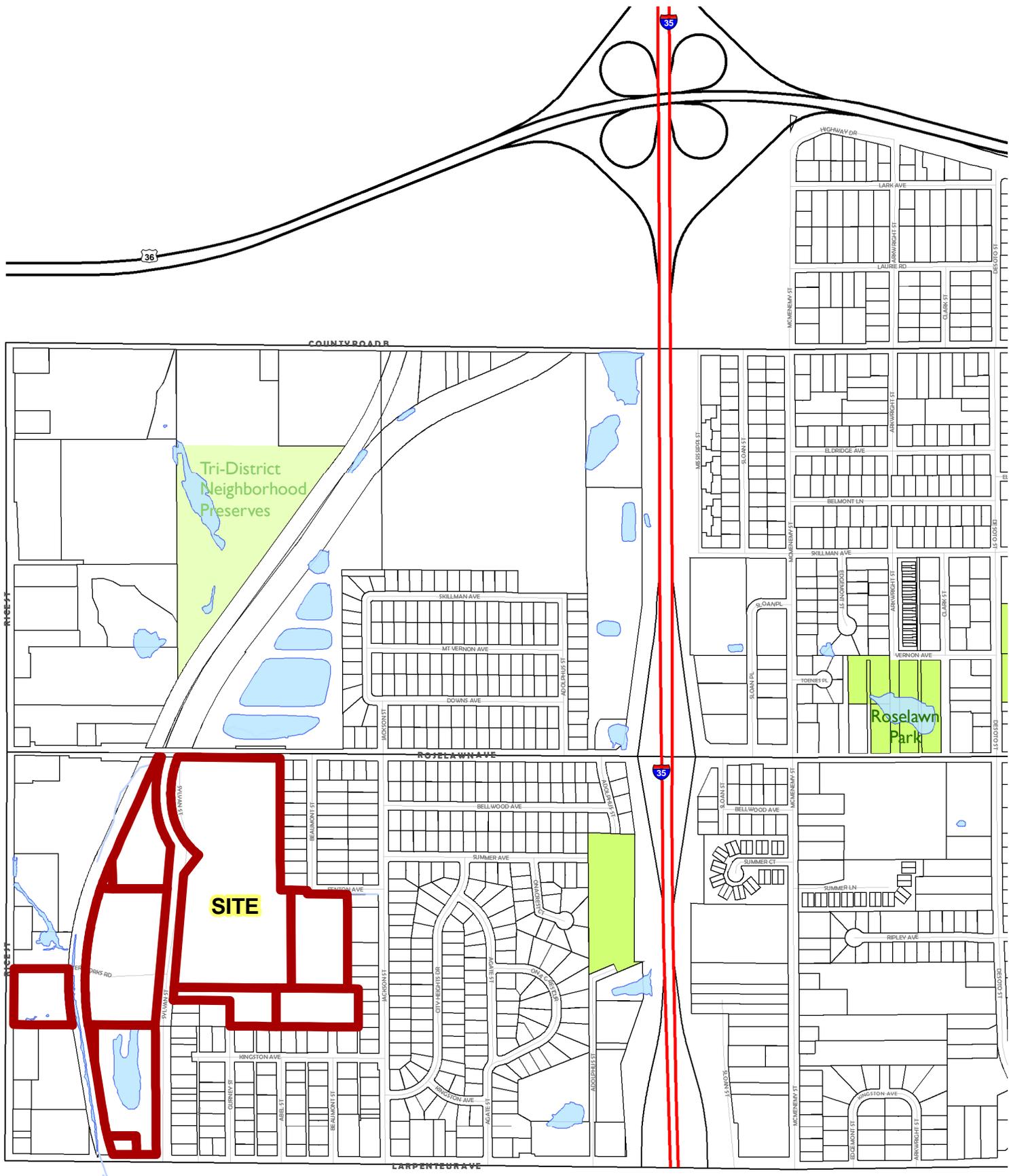
RECOMMENDATION

Review the conditional use permit for the St. Paul Regional Water Services (SPRWS) campus at 1900 Rice Street again only if SPRWS starts construction on the cold vehicle storage building, a problem arises or a major change is proposed.

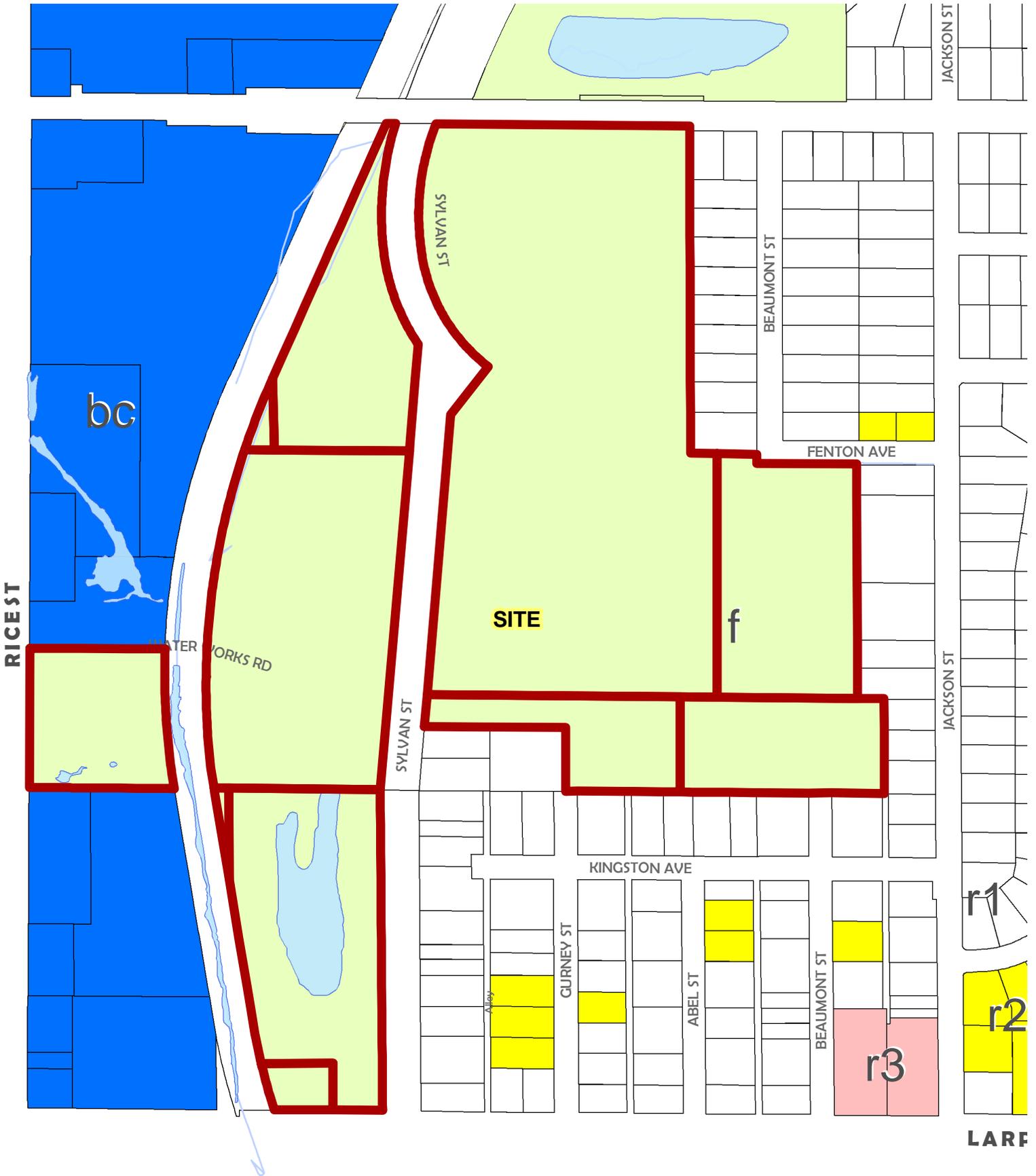
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Attachments:

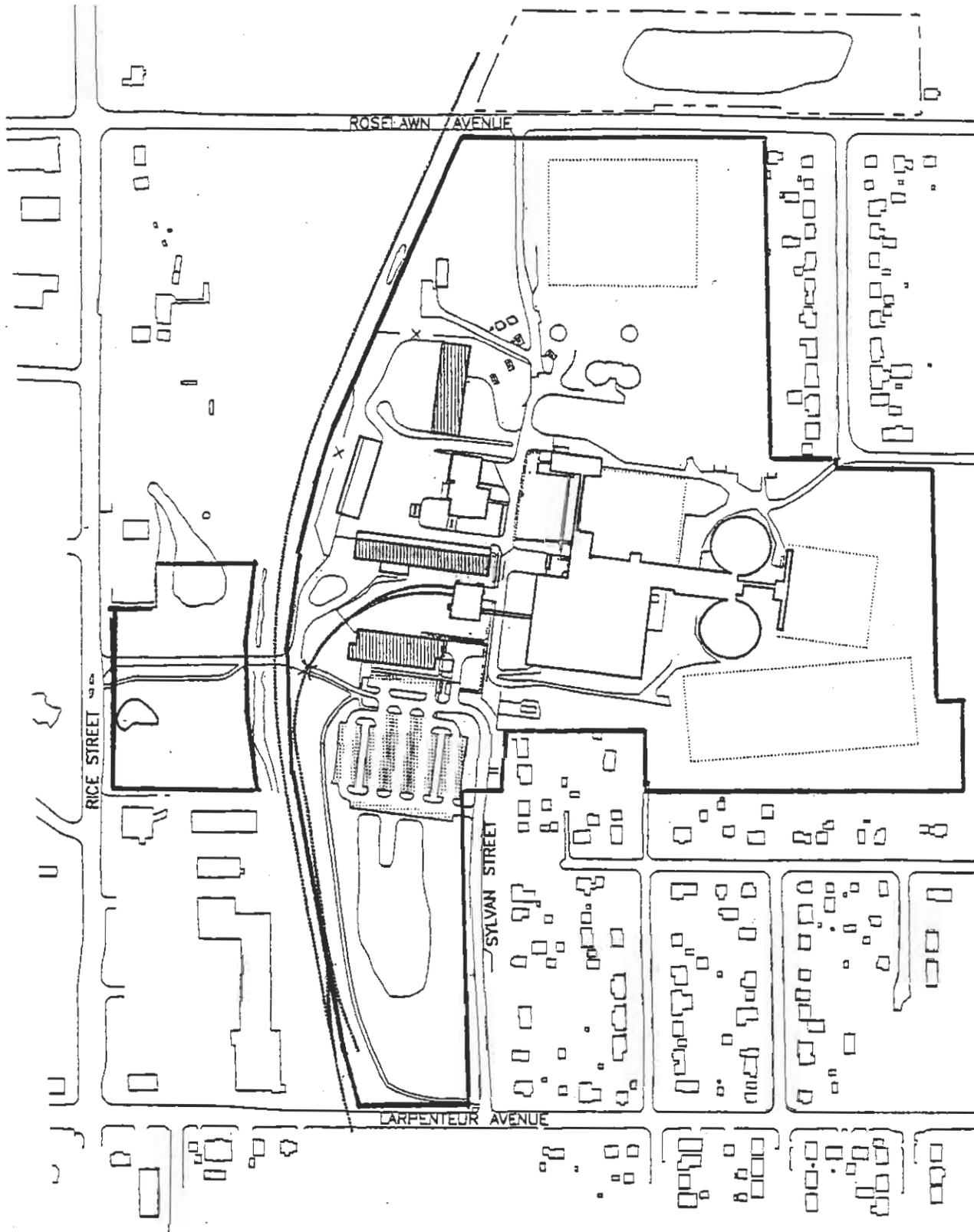
1. Location Map
2. Property Line/Zoning Map
3. Site Plan
4. June 23, 2003, City Council Minutes



Location Map
St. Paul Water Utility
 1900 Rice Street



Zoning Map
 St. Paul Water Utility
 1900 Rice Street



Overall Site Plan



**MINUTES
MAPLEWOOD CITY COUNCIL
7:30 P.M., June 23, 2003
Council Chambers, Municipal Building
Meeting No. 03-13**

A. CALL TO ORDER:

A meeting of the City Council was held in the Council Chambers, at the Municipal Building, and was called to order at 7:30 P.M. by Mayor Cardinal.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Robert Cardinal, Mayor	Present
Kenneth V. Collins, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Marvin C. Koppen, Councilmember	Present
Julie A. Wasiluk, Councilmember	Present

H. PUBLIC HEARINGS

- 3. 8:55 p.m. St. Paul Regional Water Services –McCarron’s Water Treatment Plant
 - a. City Manager Fursman presented the staff report.
 - b. Associate Planner Roberts presented specifics from the report.
 - c. Commissioner Fischer presented the Planning Commission Report.
 - d. Boardmember Olson presented the Design Review Board Report.
 - e. Jim Butler, architect for the project provided further specifics.

Councilmember Koppen moved to adopt the following resolution approving a stream setback variance at the St. Paul Water Regional Water Service at the McCarron’s Water Treatment Plant:

**RESOLUTION 03-06-117
STREAM SETBACK VARIANCE**

WHEREAS, David Wagner, of the Saint Paul Regional Water Services, asked the city to approve a stream setback variance from the zoning ordinance.

WHEREAS, this variance applies to the water utility property at 1900 Rice Street. The legal description is:

SECTION 18, TOWNSHIP 29, RANGE 22 IN THE VILLAGE OF MAPLEWOOD
REVISED DESCRIPTION NUMBER 175 A SPECIFIC PART OF SEC 18, TN 29, R 22.
(PIN 18-29-22-31-0042)

WHEREAS, Section 36-196(h) of the wetland protection ordinance requires a 60-foot-wide stream buffer area next to streams.

WHEREAS, the applicant is proposing a 40-foot-wide stream buffer.

WHEREAS, the history of this variance is as follows:

1. On June 2, 2003, the planning commission recommended that the city council approve this variance.
2. The city council held a public hearing on June 23, 2003. City staff published a notice in the Maplewood Review and sent notices to the surrounding property owners as required by law. The council gave everyone at the hearing an opportunity to speak and present written statements. The council also considered reports and recommendations from the city staff and planning commission.

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

1. Strict enforcement of the code would cause undue hardship because of circumstances unique to the property. The 60-foot-wide stream buffer requirement would make development of this site difficult.
2. The variance would be in keeping with the spirit and intent of the ordinance, since the applicant would greatly improve a portion of the stream buffer over its present state and the proposed development plans will treat storm water from the site with rainwater gardens, bio-retention basins and other best management practices.

Approval is subject to the applicant doing the following:

1. Dedicating a 40-foot-wide stream protection buffer easement along the west property line of the site adjacent to the future cold storage building and creating a buffer along the entire length of the stream contained or bordering their property. The buffer shall be 50 feet wide in all possible areas. This easement shall be prepared by a land surveyor, shall describe the boundary of the buffer and shall prohibit any building, mowing, cutting, grading, filling or dumping within the buffer. The applicant shall record this easement before the city issues a building permit.
2. Submitting a revised landscape plan for the restoration of all the stream-protection buffer on the west side of the site, including all the day-lighted parts of Trout Brook. This plan shall show extensive use of native plantings and grasses and shall be subject to city staff and watershed district approval.

3. Installing city approved signs at the edge of the stream-protection buffer that prohibit any building, mowing, cutting, grading, filling or dumping within the buffer.

Seconded by Councilmember Wasiluk

Ayes-All

Councilmember Koppen moved to adopt the following resolution approving a conditional use permit revision for the addition of four building a new parking lot and associated site plan changes for the St. Paul Regional Water Services McCarron's Water Treatment Plant at 1900 Rice Street North:

CONDITIONAL USE PERMIT REVISION RESOLUTION 03-06-118

WHEREAS, the Saint Paul Water Utility has requested a revision to their conditional use permit to add four new buildings, parking and landscaping to plant facilities at the St. Paul Water Utility McCarron's Water Treatment Plant.

WHEREAS, this permit applies to the property at 1900 Rice Street North. The legal description is:

SECTION 18, TOWNSHIP 29, RANGE 22 IN THE VILLAGE OF MAPLEWOOD
REVISED DESCRIPTION NUMBER 175 A SPECIFIC PART OF SEC 18, TN 29, R 22.
(PIN 18-29-22-31-0042)

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

1. On June 2, 2003, the planning commission recommended that the city council approve this permit.
2. On June 23 2003, the city council held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The council gave everyone at the hearing a chance to speak and present written statements. The council also 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 based on the building and site plans. The city approves this permit because:

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the city's comprehensive plan and code of ordinances.
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 generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.
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 minimal adverse environmental effects.

Approval is subject to the following conditions:

1. All construction shall follow the site plan approved by the city. The director of community development may approve minor changes.
2. The proposed construction 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.

Seconded by Councilmember Wasiluk

Ayes-All

Councilmember Koppen moved to adopt the design plans for the St. Paul Regional Water Services McCarron's Water Treatment Plant at 1900 Rice Street North:

Approve the plans (date-stamped April 24, 2003) for the proposed office building, meter shop and vehicle maintenance buildings (with the associated parking and landscaping) at the St. Paul Regional Water Services McCarron's Water Treatment Plant at 1900 Rice Street North. This approval does not include the future cold vehicle storage building shown on the plans along the west side of the site. The city bases this approval on findings required by the code. The property owner or contractor shall do the following:

1. Repeat this review in two years if the city has not issued a permit for this project.
2. Provide the following for city staff approval before the city issues a grading or building permit:

- a. Building material and color samples of the plaster, metal panels, roofs, trim, and garage doors.
 - b. A revised landscape/screening plan that shows the following:
 - (1) The spruce trees proposed for the south and east sides of the parking lot and the property revised from 6 feet in height to 8 feet in height.
 - (2) The planting of more coniferous trees along the south and east sides of the proposed parking lot to help screen the parking lot from the houses to the south and east.
 - (3) Landscaping details for the stream buffer area and for the proposed rainwater gardens. If the basin area will only be seeded, the area must be vegetated with native grasses and forbes. The mix design must be approved by the city before the contractor does the seeding.
 - (4) An in-ground irrigation system (including sprinkler heads) for the areas that would have sod. The city does not require irrigation for areas with native grasses or for the rainwater gardens.
 - c. Detailed grading, drainage, paving, utility and erosion control plan for approval by the Assistant City Engineer. These plans shall meet all the requirements of the Assistant City Engineer.
 - d. A detailed photometric plan for all proposed outdoor lighting showing the location, style, height and design of the proposed light fixtures. All freestanding lights shall not be taller than 25 feet, and the illumination from any outdoor light must not exceed 0.4-foot candles at all property lines.
 - e. Plans for any trash-dumpster enclosures. The gates for such enclosures shall be 100 percent opaque, and the materials and colors of the enclosure shall be compatible with those of the new buildings. These plans shall be subject to staff approval.
 - f. Proof of recording of a 40-foot-wide stream protection buffer easement along the west property line. This easement shall be prepared by a land surveyor, shall describe the boundary of the buffer and shall prohibit any building, mowing, cutting, filling or dumping within the buffer. The applicant shall record this easement before the city issues a building permit.
 - g. A letter of credit or cash escrow for all required exterior improvements. The amount shall be 150 percent of the cost of the work.
3. Complete and install all required exterior improvements, including the approved landscaping and any dumpster enclosures before occupying the buildings.

4. If any required work is not done, the city may allow temporary occupancy if:
 - a. The city determines that the work is not essential to the public health, safety or welfare.
 - b. The above-required letter of credit or cash escrow is held by the City of Maplewood for all required exterior improvements. The owner or contractor shall complete any unfinished exterior improvements by June 1 if occupancy of the building is in the fall or winter, or within six weeks of occupancy of the building if occupancy is in the spring or summer.
5. All work shall follow the approved plans. The director of community development may approve minor changes.

Seconded by Councilmember Wasiluk

Ayes-All

MEMORANDUM

TO: James Antonen, City Manager
FROM: Michael Martin, AICP, Planner
Charles Ahl, Assistant City Manager
SUBJECT: **St. Paul's Priory Planned Unit Development Review**
DATE: July 19, 2011

INTRODUCTION

The conditional use permit (CUP) for the St. Paul's Monastery planned unit development (PUD) at 2675 Larpenteur Avenue East is due for its annual review. The PUD allowed the development of the monastery property with the following uses:

- A 40-unit senior-housing apartment building to be operated by CommonBond Communities.
- A 50-unit town house development also to be built and operated by CommonBond.
- A conversion of the monastery to a family-violence shelter by the Tubman Family Alliance.
- A future monastery on the north end of the property.

BACKGROUND

May 14, 2007: The city council approved this PUD and the preliminary plat for Century Trails Commons, the town house complex. Refer to the attached city council minutes.

February 12, 2008: The community design review board (CDRB) approved the design plans for the new monastery.

April 14, 2008: The city council approved the final plat for Century Trails Commons.

April 22, 2008: The CDRB approved the design plans for the Century Trails Commons town homes.

July 27, 2009: The city council approved the design plans and a revision to the PUD allowing unit sizes that are less than the required 580-square-foot minimum as stated in the zoning ordinance for the CommonBond Communities senior housing apartment building.

July 12, 2010: The city council approved revised landscape plans.

On July 26, 2010, the city council reviewed the CUP and agreed to review it again in one year.

Code Requirement

Section 44-1100(a) of the zoning code states that CUPs shall be reviewed by the city council within one year of approval. At the one-year review, the council may specify an indefinite term for a subsequent review or a specific term not to exceed five years.

DISCUSSION

The new monastery, 50-unit Trails Edge Town Homes and 40-unit Century Trails Senior Housing Apartments are complete. The Tubman Family Alliance recently received a building permit to begin its internal building remodeling for the family-violence shelter. The Tubman Family Alliance have already moved offices into the building and constructed their parking lot.

The city council should review this permit in one year to check on the progress of the remaining elements of this PUD.

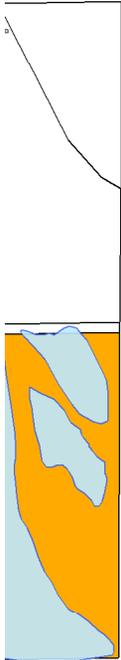
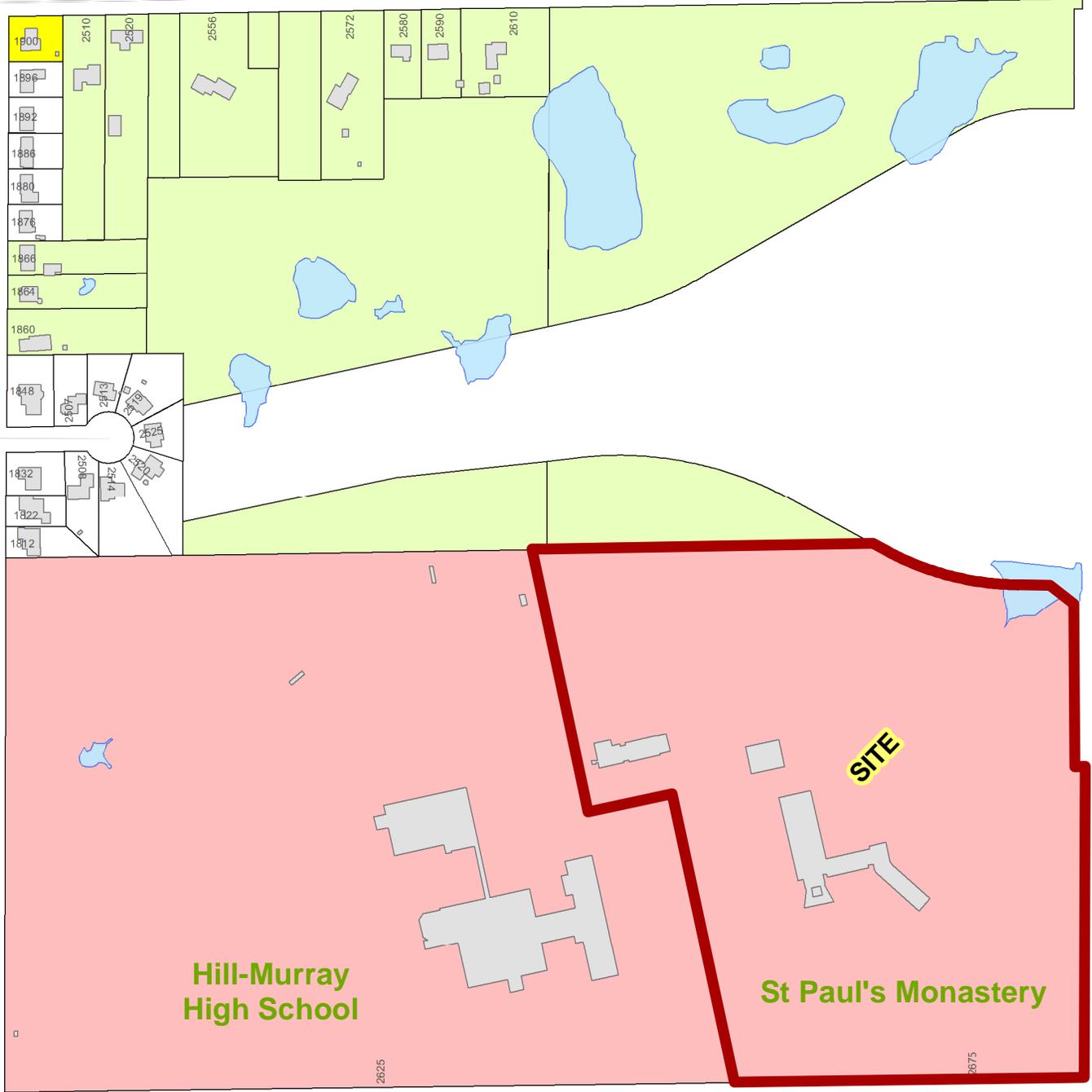
RECOMMENDATION

Review the conditional use permit for the St. Paul's Monastery PUD in one year.

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Attachments:

1. Location Map
2. May 14, 2007 City Council Minutes
3. July 27, 2009 City Council Minutes
4. Site Plan



Location / Zoning Map

2675 Larpenteur Ave E
St Paul's Monastery

**MINUTES
MAPLEWOOD CITY COUNCIL**

7:00 p.m., Monday, May 14, 2007
Council Chambers, City Hall
Meeting No. 07-09

2. St. Paul's Monastery Redevelopment (Century and Larpenteur Avenues) Public Comment on this matter was taken at a Special City Council Meeting on May 7, 2007. Public Comment is now closed. Discussion is limited to City Council questions for City Staff.
 - a. Application for Conditional Use Permit for Planned Unit Development
 - b. Preliminary Plat for Century Trails Commons

Senior Planner Ekstrand presented the report and responded to questions from the council.

Ellen Higgins, in charge of development for Common Bond Communities, addressed the council regarding the proposed affordable housing.

Mayor Longrie thanked Ms. Higgins for her suggestion that a transportation task force be created to work toward increasing public transportation to this site. Mayor Longrie stated her support for increasing transportation on the site and creating a task force to look at these issues.

Councilmember Hjelle moved to adopt the following resolution approving a conditional use permit for a planned unit development for the Sisters of St. Benedict of St. Paul's Monastery.

CONDITIONAL USE PERMIT RESOLUTION 07-05-071

WHEREAS, the Sisters of St. Benedict of St. Paul's Monastery applied for a conditional use permit for a planned unit development to develop their 31.04-acre site with a 50-unit town house development; a 40-unit seniors housing apartment building; to convert the existing monastery building as a multi-use family-violence shelter with 37 housing units, offices and support facilities and to build a future monastery building on the north end of their property.

WHEREAS, Section 44-1092(3) of the city ordinances requires a conditional use permit for institutions of any educational, philanthropic and charitable nature.

WHEREAS, this permit applies to the property located at 2675 Larpenteur Avenue. The legal description is:

That part of the South ½ of the Southeast Quarter of Section 13, Township 29, Range 22, Ramsey County, Minnesota lying east and north of a line described as beginning at a point on the south line of said Southeast Quarter of Section 13 985 feet west of the southeast corner of said Southeast Quarter of Section 13; thence 78 degrees 40 minutes to the right proceeding in a north-northwesterly direction for 620 feet to a point of curve; thence to the left on a curve having a radius of 100 feet a distance of 157.08 feet to a point of tangent; thence 90 degrees to the right, at right angles to the tangent to said curve at said point of

tangent, a distance of 450 feet; thence 90 degrees to the left a distance of 200 feet; thence 90 degrees to the right a distance of 225 feet, more or less, to the north line of said South ½ of the Southeast Quarter of Section 13.

Except that part of the Southeast Quarter of said Southeast Quarter of Section 13 which lies northeasterly of a line parallel with and distant 100 feet southwesterly of a line described as beginning at a point on the east line of said Section 13, distant 1324.13 feet north of the southeast corner thereof; thence run westerly at an angle of 90 degrees with said east section line for 186.63 feet; thence deflect to the right on a 10 degree curve, delta angle 29 degrees 20 minutes, for 293.33 feet; thence on tangent to said curve for 100 feet and there terminating;

together with all that part of the above described tract, adjoining and southerly of the above described strip, which lies easterly of a line run parallel with and distant 60 feet westerly of the following described line: Beginning at the point of intersection of the above described line with the east line of said Section 13; thence run southerly along the east line of said Section 13 for 540 feet and there terminating;

also together with a triangular piece adjoining and southerly of the first above described strip and westerly of the last described strip, which lies northeasterly of the following described line: From a point on the last described line, distant 150 feet southerly of its point of beginning, run westerly at right angles to said line for 60 feet to the point of beginning of the line to be described; thence run northwesterly to a point on the southerly boundary of the first above described strip, distant 100 feet westerly of its intersection with a line run parallel with and distant 33 westerly of the east line of said Section 13.

Which lies easterly, northerly and easterly of a line described as commencing at said southeast corner of the Southeast Quarter of Section 13; thence westerly, along said south line of the Southeast Quarter of Section 13, a distance of 832.02 feet to the point of beginning of the line to be described; thence deflecting to the right 78 degrees 40 minutes 00 seconds a distance of 750.06 feet; thence deflecting to the left 90 degrees 00 minutes 00 seconds a distance of 204.00 feet; thence deflecting to the right 90 degrees 00 minutes 00 seconds a distance of 638.98 feet to said north line of the south half of the Southeast Quarter of Section 13 and said line there terminating.

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

1. On March 20, 2007, 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 reports and recommendation of city staff. The planning commission recommended that the city council approve this permit.
2. On May 7, 2007, the city council considered reports and recommendations of the city staff and planning commission.

NOW, THEREFORE, BE IT RESOLVED that the city council approve 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 Code of Ordinances.
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 generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.
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 minimal adverse environmental effects.

Approval is subject to the following conditions:

1. This planned unit development shall follow the concept plans date-stamped January 11, 2007. These plans are considered concept plans because the applicant must submit design plans to the city for approval for the proposed apartments, town houses, future monastery; shelter and any other future use. Staff may approve minor changes.
2. This planned unit development does not give any approvals for Lot 1, Block 1 since this site has not been proposed for any future development and its future use is unknown. The development of this site would require a revision of this planned unit development and must comply with all city development requirements.
3. The proposed construction must be substantially started within one year of council approval or the permit shall become null and void.
4. The city council shall review this permit in one year.
5. The property owner shall be required to dedicate right of way for a roadway to be studied by the City Engineer during the next three to five year period. The final location of the roadway shall be studied by the City Engineer and reported with a recommendation to the city council. The final need for the roadway has not been determined but will likely be necessary if additional development occurs on this property in excess of that currently being proposed or at higher density levels than approved; and also if property sold includes a major expansion of uses that generate significant additional traffic to be generated at Hill-Murray.
6. The applicant must obtain all necessary and required permits from the Minnesota Department of Transportation, Ramsey County and the Ramsey-Washington Metro Watershed District.
7. The applicant must provide a right-turn lane on Century Avenue into the site, subject to MnDOT's approval.
8. The applicant shall comply with all requirements of the engineering reports by Erin Laberee and Michael Thompson dated February 22, 2007 and by R. Charles Ahl dated April 19, 2007.
9. The applicant shall install sidewalks wherever possible along Larpenteur Avenue.
10. Staff may approve minor changes to the plans.

Seconded by Councilmember Rossbach

A friendly amendment was added to the motion requiring the following conditions be included in the resolution:

11. Establish a neighborhood committee of no less than nine members whose membership composite shall be one representative from Hill-Murray administration or trustees, one day care parent from Maple Tree Day Care, one parent whose child

recommendation to the city council. The final need for the roadway has not been determined but will likely be necessary if additional development occurs on this property in excess of that currently being proposed or at higher density levels than approved; and also if property sold includes a major expansion of uses that generate significant additional traffic to be generated at Hill-Murray.

Seconded by Councilmember Rossbach

Ayes-all

**MINUTES
MAPLEWOOD CITY COUNCIL**

6:30 p.m., Monday, July 27, 2009
Council Chambers, City Hall
Meeting No. 15-09

(THIS ITEM WAS HEARD OUT OF ORDER PER THE COUNCIL MOTION)

L6. Planned Unit Development Revision For Century Trails Apartments By CommonBond Communities

- a. Senior Planner, Tom Ekstrand gave the report and answered questions of the council.

Mayor Longrie asked if anyone wanted to address the council to come forward.

1. Judy Wordock, Housing Development Manager, CommonBond Communities.
2. Paul Holmes, Architect with Pope Architects.
3. Gary Pearson, Planning Commission member gave the planning commission report.
4. Carolyn Peterson, 1801 Gervais Avenue, Maplewood.

Councilmember Nephew moved to approve the Planned Unit Development Revision For Century Trails Apartments By CommonBond Communities. To also include recommendations from the Planning Commission and Community Design Review Board.

**RESOLUTION 09-07-225
CONDITIONAL USE PERMIT REVISION RESOLUTION**

WHEREAS, CommonBond Communities applied for a revision of the conditional use permit for a planned unit development (PUD) for the St. Paul's Monastery development plan. This PUD included a 40-unit senior housing apartment building as part of the development project.

WHEREAS, CommonBond Communities has requested approval to build apartment units that have unit size reductions ranging from 550 square feet to 575 square feet of gross floor area with a maximum of 540 square feet or net habitable area which is less than the required 580 square foot minimum area stipulated by city ordinance.

WHEREAS, Section 44-1093(b) of the city ordinances states that the city council may grant deviations from the city ordinance as part of a PUD.

WHEREAS, this permit applies to the property located at the southwest corner of Benet Road and Century Avenue. The legal description is:

Lot 1, Block 2, CENTURY TRAILS COMMONS

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

1. On July 7, 2009, 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 reports and recommendation of city staff. The planning commission recommended that the city council approve this permit.
2. On July 27, 2009, the city council considered reports and recommendations of the city staff and planning commission.

NOW, THEREFORE, BE IT RESOLVED that the city council passed 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 Code of Ordinances.

1. 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 generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.

Seconded by Councilmember Rossbach.

Ayes – All

The motion passed.

MEMORANDUM

TO: James Antonen, City Manager
FROM: David Thomalla, Police Chief;
H. Alan Kantrud, City Attorney
SUBJECT: **Approval of Driving Diversion Program Agreement**
DATE: July 15, 2011

INTRODUCTION

Maplewood has been asked to sign onto an extended contract with the Driving Diversion Program that has been in Pilot Status with the Department of Public Safety (DPS) for a few years. It was rolled out in a few target cities to gauge its success and has been quite beneficial to the cities that have participated. Maplewood worked with the director of the program to bring this opportunity to Maplewood approximately one year ago as one of the first metro suburbs to utilize it, based primarily on the success that Saint Paul had. The pilot “year” is complete and Maplewood has been granted participant-status by the DPS to continue the program.

BACKGROUND

Maplewood residents (and anyone pulled over in the City) who are driving without a valid license may now contact Diversion Solutions and inquire about the Driving Diversion program now available for Maplewood arrestees.

The Driving Diversion Program (DDP) was developed to support participants in paying any outstanding citations and fulfill state designated requirements necessary to reinstate a participant’s driver’s license. This program is fully managed by Diversion Solutions at no cost to Maplewood.

The DDP helps break the cycle of repeat offenders who may owe thousands of dollars because they keep driving without a valid license, many times simply to get to work. Diversion Solutions provides an online reporting system that ensures accountability is built into the program’s evaluation so that its degree of success can be objectively monitored, measured, and reported.

The DDP is an accountability and learning program for participants.

- * Accountability – The diversion program will be in contact with participants on a monthly or bi-monthly basis until all requirements of the program have been completed.
- * Training – The participant must take part in the four hour Self Development Seminar which includes basic life skills, paper work required by state, etc.
- * Restitution – Offenders are required to pay full restitution on fines and fees as related to the revocation or suspension of participant’s drivers’ license. Diversion Solutions works directly with DPS to clear all citations, new and old.

DISCUSSION

The typical offender, stopped in Maplewood, who does not have a “valid” driver’s license is suspended, revoked, or cancelled by the DPS for many reasons. Once privileges are taken away, the average driver will work to clear up the problem and regain “valid” status. Sadly, many get cited for driving without privileges and simply continue to drive; they play a form of driving Russian-roulette, hoping that they simply won’t get “stopped” again, disregarding their previous ticket(s) and feeling somewhat hopeless as it relates to actually working towards getting their privileges back. Thus, their tickets accumulate and the problem compounds.

The DDP attempts to work with the offender (usually chronic) by giving them their “privilege” to drive up front and allowing them to continue to drive to work without fear of further tickets while at the same time forcing them to pay-off their outstanding tickets over a period of time and pursuant to a payment schedule. As indicated above, there is a cognitive skills aspect to the program as well that attempts to inculcate life-skills that includes a heavy personal accountability component.

Maplewood, being on the edge of Saint Paul, ends up citing many drivers from the big-sister-city that have these sorts of issues, as well as citing residents from its own geography. These offenders are cited by Maplewood, so that “ticket” is paid by the offender (it is added to the list): so it is not a pure hand-out to the offender.

There are, however, acceptance criteria. For example, participants must have the ability to pay and have a stable “living” environment (address, phone, &ct). Drivers who lost privileges due to impaired driving, however, are not eligible.

Officers who are on the street have the option of citing the driver and releasing OR giving the driver the further option of the DDP program. At that point the driver is required to make first contact with the program and actively enroll, so our officers are not saddled with any more administrative burden than that of writing a ticket. Information, and the option, is simply given with the ticket—our effort is simply to refer the driver to the program.

The added bonus to the City by participating is that tickets already filed on a driver, if the driver enrolls in Maplewood or elsewhere, also get paid. This has netted Saint Paul a considerable amount of money. The nice part is that those “latent” tickets are simply added to the offender’s payable amount without necessity of actually picking them up on the ticket previously issued, yet unanswered. Many offenders from such far-flung places as Minneapolis, while cited in Maplewood, never appear or pay their tickets as they ever come back to be accountable for them or never get caught. This program changes that.

As an aside, the City already utilizes this group’s “check diversion program” and has been using them for years in that regard (with great success), so Diversion Solutions is not a new vendor to Maplewood at all, just this program is.

RECOMMENDATION

Staff is pleased to be one of the first suburbs in Ramsey County to be given the opportunity to participate in this program. To the extent that it affects Maplewood residents, it gives them the opportunity to get a valid driver’s license and remain working, productive, members of the community. Staff recommends that the Council approve the attached Contract for participation on that basis.

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AGENDA REPORT

TO: James Antonen, City Manager
FROM: R. Charles Ahl, Assistant City Manager
Michael Thompson, City Engineer/ Dep. Public Works Director
SUBJECT: **Gladstone Area Redevelopment Improvements, Project 04-21**
 a. Assessment Hearing, 7:00 p.m.
 b. Approve Resolution for Adoption of Assessment Roll
DATE: July 18, 2011

INTRODUCTION

The land owner (Rand Corporation) and developer (Maplewood Senior Living, LLC) of the only parcel that is proposed for assessment on the project have been mailed a notice of the exact amount of the assessment, as well as notice that they must submit a written objection either at, or prior to, the hearing if they disagree with the assessment amount. This is a developer driven project with only the developer property being assessed. If an objection is filed by the developer, it would be a violation of the development agreement and the City would be pursuing a legal remedy, including redeeming the \$400,000 letter of credit; but the City goal would still be to sustain the assessment against the parcel. A closing to transfer the property from Rand Corporation to Maplewood Senior Living, LLC is still being delayed. The property owner and developer representatives will be present at the Assessment Hearing to provide an update on their progress and continued intent to develop the property. Because the land has not transferred due to the final details of financing and platting, they are not prepared to finally agree to the assessment and will be requesting additional time to complete their transaction, at which time they would waive their right to object to the assessment amount.

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 and a construction contract was awarded on June 27, 2011 to Lunda Construction Company in the amount of \$3,529,950.25. The council 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; was continued until June 27, 2011 and again continued to July 11, 2011, and again to July 25, 2011 due to delays in closing on the property. An assessment notice was sent to both the land owner (Rand Corporation) and developer (Maplewood Senior Living, LLC) of the only parcel that is proposed for assessment. The public improvements (installation of the public road and utilities) began the week of July 4, 2011 and the developer has signed all necessary developer agreements.

The issue of formalizing the assessment amount, the TIF agreement and the payment of various costs as part of the project remain stalled until the land is transferred. That process has taken an extensive amount of extra time due partially to the complexity of the previous developer issues. The developer has engaged architects and engineers and is prepared and anxious [as is the City] for this project to begin; however the final approvals continue to languish in various agency and financing groups. We continue to anticipate that closing and thus the project start date are within weeks. The developer and land owner will be present to testify to that extent during the Assessment Hearing. They will be requesting that the Council again delay the levy of the assessment, which is not a concern for staff.

BUDGET IMPACT

The assessment amount is not directly dependent on the actual amount of the bid, but rather on a pre-determined assessment amount as outlined in the developer agreement. The method of assessment is the same as was outlined in the feasibility study. The proposed assessment amount of \$2,200,000 remains consistent with the original financing plan, approved in March 28, 2011. The developer property will be fully assessed the amount of \$2,200,000.00 over a 20 calendar year period at a 5.0% interest rate. Therefore there is no impact on the original financing plan. The proposed assessment will be for costs relating to the street and utility improvements. The actual levy of the assessment amount does not need to be finalized for a couple more months, so further delay is not a problem. Within the assessment is a payment to the developer of \$1,000,000 which will not occur until the closing; as well as various site improvements and savanna improvements which have not begun. Additionally, the developer has deposited a non-refundable \$400,000 letter of credit with the City, so the risk for City costs is minimal, if not zero.

RECOMMENDATION

It is recommended that the city council again agree to delay the approval of the attached Resolution for the Adoption of the Assessment Roll for Gladstone Area Redevelopment Improvements, Project 04-21.

The staff recommends that the City Council conduct the Assessment Hearing and receive testimony from the developer/land owner group and any other interested parties. At the conclusion of testimony, we would recommend that the Council not close the hearing but continue the hearing until Monday, August 22, 2011 at 7:00 pm at which point any additional parties could testify and the landowner would need to file any objections at that hearing. This process would assure that the landowner understands that the Council intends to levy the assessment at that time.

Attachments:

1. Resolution: Adoption of the Assessment Roll
2. Assessment Roll
3. Location Map

**RESOLUTION
ADOPTING ASSESSMENT ROLL**

WHEREAS, pursuant to a resolution adopted by the City Council on April 25, 2011, calling for a Public Hearing on May 23, 2011, the assessment roll for the Gladstone Area Redevelopment Improvements, City Project 04-21, was presented in a Public Hearing format, pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the City Council opened and continued said Public Hearing from May 23, 2011 to June 27, 2011, and

WHEREAS, the City Council opened and continued said Public Hearing from June 27, 2011 to July 11, 2011, and

WHEREAS, the City Council opened and continued said Public Hearing from July 11, 2011 to July 25, 2011, and

WHEREAS, no property owners have filed objections to their assessments according to the requirements of Minnesota Statutes, Chapter 429;

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

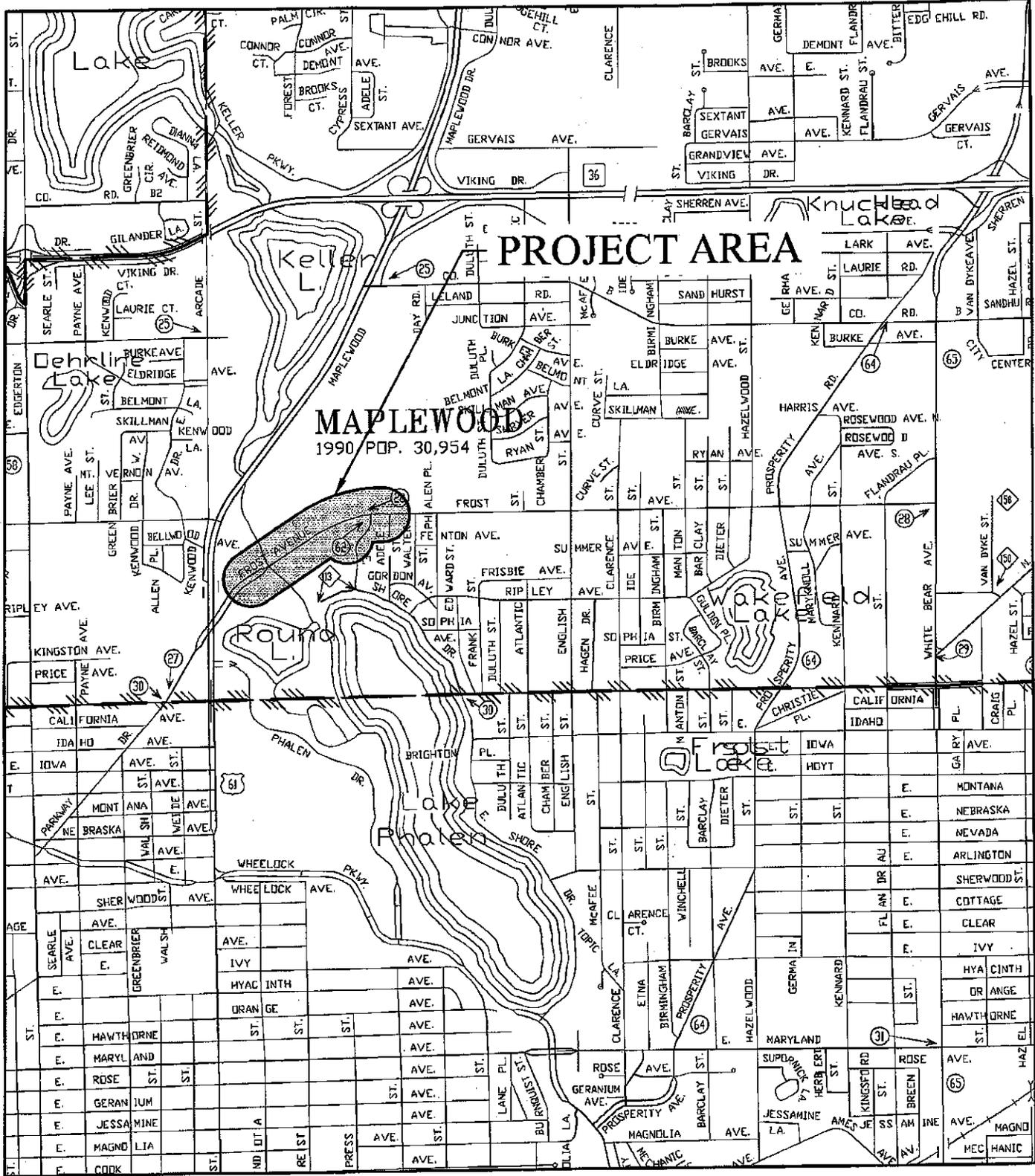
1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. The assessment roll for the Gladstone Area Redevelopment Improvements, a copy of which is attached hereto and made a part hereof, is hereby adopted. Said assessment roll shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
3. Such assessments shall be payable in equal annual installments extending over a period of 20 years, the first installments to be payable on or before the first Monday in January 2012 and shall bear interest at the rate of 5.0 percent per annum for the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2011. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
4. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, but no later than November 15, 2011, pay the whole of the assessment on such property, with interest accrued to the date of the payment, to the city clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and they may, at any time after November 15, 2011, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
5. The City Engineer and City Clerk shall forthwith after November 15, 2011, but no later than

November 16, 2011, transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the Council on this 25th day of July 2011.

**Gladstone Area Redevelopment
City Project 04-21
Final Assessment Roll**

Parcel ID	Street Number	Street	City	ZIP	Deeded Acres	TOTAL ASSESSMENT
162922310025	940	FROST AVE E	MAPLEWOOD	55109-4258	6	\$ 2,200,000.00



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City of Maplewood, Minnesota
Department of Public Works
Engineering Division

**Kimley-Horn
and Associates, Inc.**
2200 UNIVERSITY AVE. WEST, SUITE 340N
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 645-4107
FAX. NO. (651) 645-9196



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

MEMORANDUM

TO: James Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: **Chicken Ordinance Summary Publication (Super Majority Vote)**
DATE: July 19, 2011 for the July 25 City Council Meeting

INTRODUCTION

The city council adopted the chicken ordinance on July 11, 2011. The ordinance goes into effect upon publication. According to state law, the City Council may direct that a summary of an ordinance be published rather than the entire ordinance text. The chicken ordinance contains six pages of text which would be costly to publish. As such, staff is recommending the City Council authorize a summary ordinance for publication.

DISCUSSION

State statute requires that summary ordinances give an accurate synopsis of the essential elements of the ordinance. Staff proposes the following language for the summary ordinance:

Ordinance No. 913

An Ordinance Allowing the Keeping of Chickens in Residential Districts

On July 11, 2011, the Maplewood City Council adopted an ordinance which would allow the keeping of chickens in most single dwelling residential zoning districts with a permit. A summary of the ordinance follows:

1. Up to 10 hens (no roosters) allowed in single dwelling residential districts (except for small lot single dwelling district) with a yearly permit.
2. Initial permit must be approved by 100 percent of the property owners that are adjacent applicant's property.
3. Permit fee approved by City Council by resolution: \$75 for initial permit, \$50 for renewal permit.
4. Slaughtering of chickens on the property is prohibited.
5. Leg banding of all chickens is required. The bands must identify the owner and the owner's address and telephone number.
6. A separate coop and run 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.
7. Exercise yards must be fenced and is required if the run does not provide at least 16 square feet per bird.

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.
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. 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.

The chicken ordinance goes into effect after publication. An official copy of the chicken ordinance is on file in the office of the Maplewood Community Development Department at 1830 County Road B East, Maplewood, or can be obtained on the city's website at www.ci.maplewood.mn.us/sustainability. Questions regarding this ordinance should be directed to Shann Finwall, Environmental Planner at (651) 249-2304 or shann.finwall@ci.maplewood.mn.us.

RECOMMENDATION

Adopt the above-mentioned chicken ordinance summary publication. Once approved by the City Council, staff will publish the summary ordinance in the city's official newspaper.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/ Dep. Public Works Director
 Steven Love, Assistant City Engineer
SUBJECT: **Approval of Transfer of Environmental Utility Funds for July 16th Storm Clean-up and Investigation**
DATE: July 19, 2011

INTRODUCTION

The council will consider authorizing the establishment of an engineering project fund budget, "2011 Flood Response" for the purpose of analyzing locations and identifying improvements for areas that experienced localized flooding during the recent rainfall event. A transfer from the Environmental Utility Fund into the Project Fund would be made.

BACKGROUND / DISCUSSION

Friday evening through Saturday morning (July 15-16) the city received 4.54 inches of rain, with a majority of that total received over a 3 hour span on Saturday morning. A 100-year storm event, which has only a 1% chance of occurring in any given year, equates to 3.8 inches of rain over a 3 hour span. So clearly the 100-year storm event was eclipsed causing many problems throughout the city. The high intensity storm event taxed the overall storm sewer networks especially the ponds and lakes which could not drain fast enough to avoid flooding and backups in the storm pipe networks.

The following is a list of areas to date that have reported localized flooding issues:

1. **City Hall Pond** – Overflowed into the MCC parking lot and receded 3 to 4 hours later.
2. **Ivy Pond System** – The area south of Ivy Avenue between Century Avenue and Ferndale Street experienced a large amount of issues as a number of yards were flooded when the Mn/DOT ditch from Century Avenue overflowed into the area and then down into the neighborhood. Additionally, pavement patching and repair work to Farrell Street was damaged and washed away.
3. **Glendon Pond** – The low areas around Glendon Pond were underwater and waters encroached upon yard areas. This basin drains north across Maryland Avenue and the discharge rate is controlled by the system on the north side of Maryland Avenue. During large events the Glendon Pond area is slow to recede as it must allow the water on the north side of Maryland Avenue to move through the system first.
4. **McKnight Road** – Experienced areas of flooding, below are 4 major areas observed:
 - a. McKnight Road in North Saint Paul, under T.H. 36 had a number of cars stalled with water reaching window levels.
 - b. McKnight Road, approximately 300 feet south of Larpenteur Avenue, was flooded with a couple of stalled cars.
 - c. The parking lot of the gas station along the northeast corner of McKnight Road and Larpenteur was flooded. The owner later reported that his fuel tanks had been flooded.
 - d. McKnight, south of Maryland, where it turns into Lakewood Boulevard (near Beaver Lake), the entire roadway flooded and at the time of observation had receded to allow one lane to be passable.

5. **Wakefield Lake** – Experienced sewer backup issues related to the storm event. At the time of this report a total of 4 homes (Hazelwood & Prosperity) were subject to basement flooding that may have been caused by lake and drainage systems overflowing into and flooding the sanitary sewer system. Cleaning services were provided to these homes. Currently the sanitary sewer main pipes are being televised to determine if there was a cross connection issue.
6. **Larpenteur Avenue** – East of Sterling Street water had risen up onto the west bound lane of Larpenteur Avenue near the Hill-Murray baseball field. The water was not too deep and vehicles were able to get through.
7. **Knuckle Head Lake** – The Knuckle Head Lake system had several localized flooding issues:
 - a. The Knuckle Head Lake system east of Hazelwood was nearly backed up onto Cope Avenue causing water to overflow into the parking lots of several businesses and south into the park.
 - b. 1673 & 1665 Lark Avenue – The back yard flooded Saturday morning and water entered into the homes.
 - i. Staff has been coordinating with both residents. The resident of 1673 Lark Avenue stated that his building has previously flooded twice in 1987.
8. **Edgerton Pond** – A number of headstones were reported under water at the cemetery. Currently no structures have been reported as having received water damage, but a number of yards were flooded. This will mark the third time this year the Edgerton Pond has had to be pumped and in the past 5 years the pond has been pumped almost a dozen times.
9. **T.H. 36 Underpass for the Bruce Vento Trail** – This area was flooded with a stalled car. This area has had a repeated history of flooding during events in 1984, 1987, 1994, and 2000.
10. **1398 Myrtle Street** – The wetland behind the property rose 3-5 feet according to reports from the resident and they were worried about possibly losing their oak trees and how the outlet from the wetland was working. Later reports from the resident indicated the level of the wetland had started to recede.
11. **1874 & 1866 East Shore Drive** – The wetland area behind the homes rose to a high level and pumping ensued.
12. **500 Ripley** – This small no outlet pond filled and is subsequently being pumped.
13. **Schneider's Pond/443 Roselawn**- Experienced localized flooding issues with no reported structural flooding and required temporary pumping to prevent basin from overflowing and causing damage.
14. **County Road D Court** – East of Highway 61 a storm sewer culvert and a section of the road were washed out during the storm event. Emergency repairs were required for this area in order to provide access to the Xcel sub-station and dental business.
15. **2496 Flandrau Street** – The resident called in concerned about the level of water behind his house. Public Works Maintenance staff responded by sending out a pump to reduce water level.
16. **Truck Utilities** – This facility is located near T.H. 36 and English Street south of Gerten Pond. The facilities backyard storage area had 30 inches of standing water.
17. **Additional Issues** – 2 sink holes and 6 down trees were reported as a result of the storm. An anonymous phone message was left regarding the elevation of Silver Lake. The City of North St. Paul was contacted and they are looking into this.

Please refer to the attached City Map showing the approximate general location of the previously localized drainage issues listed.

Following the storm event the Public Works Maintenance staff was involved with immediate response activities such as visiting homes and verifying the condition of vital storm sewer outfalls and reviewing localized flooding areas to determine an appropriate response. Since the immediate response the maintenance staff has provided temporary pumping of Edgerton Pond, 500 Ripley, Schneider's Pond

near 443 Roselawn Ave, 1874 & 1866 East Shore Drive, and 2496 Flandrau Street. The city of Vadnais Heights shared one of their unused pumps. The maintenance staff has been monitoring and maintaining the catch basins and outlets to ensure the city's storm sewer system remains free of debris, removing down trees, and dealing with sink holes. The engineering department staff has met with a number of affected businesses and residents to gather relevant information to help in identifying future improvements.

A small number of locations that experienced flooding during this event have also required pumping in the past, namely Edgerton Pond. These will be priority areas in identifying improvements in addition to the location of the two homes on Lark Avenue that flooded as a result of high water levels of Knuckle Head Lake. According to the one owner on Lark Avenue this area also flooded during the storms of 1987.

With an increasing number of these 100-year storm events additional measures are needed. In order to best determine what improvements can be made to minimize the risk of future localized flooding it will be necessary to investigate and analyze the existing systems listed above.

Over the past few years the City has made improvements to the local drainage system on private property by acquiring easements and improving overflow elevations and installing new overflow piping outlets. Identifying minor improvements such as these in addition to more substantial improvements are expected.

BUDGET IMPACT

There would be a transfer of \$100,000 from the Environmental Utility Fund into the engineering project fund.

RECOMMENDATION

It is recommended that the council authorize a budget of \$100,000 to be established for investigation and remediation efforts of localized flooding issues and transfer the necessary funds from the Environmental Utility Fund to City Project 11-19.

Attachments:

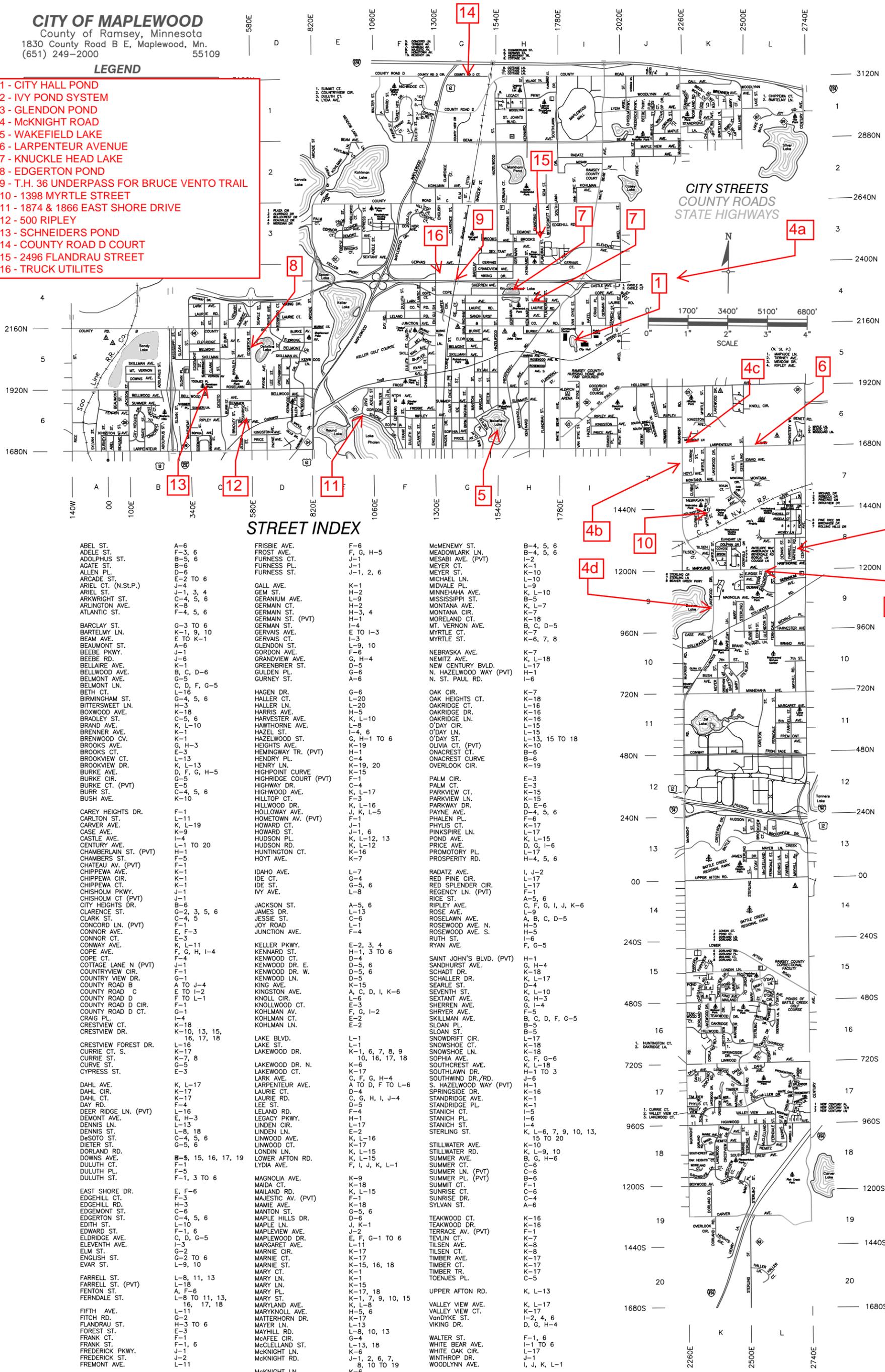
1. 2011 Flooding Issues Map

2011 FLOODING ISSUES

CITY OF MAPLEWOOD
County of Ramsey, Minnesota
1830 County Road B E, Maplewood, Mn.
(651) 249-2000 55109

LEGEND

- 1 - CITY HALL POND
- 2 - IVY POND SYSTEM
- 3 - GLENDON POND
- 4 - McKNIGHT ROAD
- 5 - WAKEFIELD LAKE
- 6 - LARPEUTEUR AVENUE
- 7 - KNUCKLE HEAD LAKE
- 8 - EDGERTON POND
- 9 - T.H. 36 UNDERPASS FOR BRUCE VENTO TRAIL
- 10 - 1398 MYRTLE STREET
- 11 - 1874 & 1866 EAST SHORE DRIVE
- 12 - 500 RIPLEY
- 13 - SCHNEIDERS POND
- 14 - COUNTY ROAD D COURT
- 15 - 2496 FLANDRAU STREET
- 16 - TRUCK UTILITES



STREET INDEX

ABEL ST.	A-6	FRISBIE AVE.	F-6	McMENEMY ST.	B-4, 5, 6
ADELE ST.	F-3, 6	FROST AVE.	F, G, H-5	MEADOWLARK LN.	B-4, 5, 6
ADOLPHUS ST.	B-5, 6	FURNESS CT.	J-1	MESABI AVE. (PVT)	I-2
AGATE ST.	B-6	FURNESS PL.	J-1	MEYER CT.	K-1
ALLEN PL.	D-6	FURNESS ST.	J-1, 2, 6	MEYER ST.	K-10
ARCADE ST.	J-2 TO 6			MICHAEL LN.	L-10
ARIEL CT. (N.S.P.)	J-1	GALL AVE.	K-1	MIDVALE PL.	L-9
ARIEL ST.	J-1, 3, 4	GEM ST.	H-2	MINNEHAHA AVE.	K, L-10
ARKWRIGHT ST.	C-4, 5, 6	GERANIUM AVE.	L-9	MISSISSIPPI ST.	B-5
ARLINGTON AVE.	K-8	GERMAIN CT.	H-2	MONTANA AVE.	K-7
ATLANTIC ST.	F-4, 5, 6	GERMAIN ST.	H-3, 4	MONTANA CIR.	K-18
		GERMAIN ST. (PVT)	H-1	MORELAND CT.	B, C, D-5
BARCLAY ST.	G-3 TO 6	GERMAN ST.	I-4	MT. VERNON AVE.	K-7
BARTHELMY LN.	K-1, 9, 10	GERVAIS AVE.	E TO I-3	MYRTLE CT.	K-6, 7, 8
BEAM AVE.	E TO K-1	GERVAIS CT.	I-3		
BEAUMONT ST.	A-6	GLENDON ST.	L-9, 10	NEBRASKA AVE.	K-7
BEEBE PKWY.	J-1	GORDON AVE.	F-6	NEITZ AVE.	K, L-18
BEEBE RD.	J-6	GRANDVIEW AVE.	G, H-4	NEW CENTURY BLVD.	L-17
BELLAIRE AVE.	K-1	GREENBRIER ST.	D-5	N. HAZELWOOD WAY (PVT)	H-1
BELLWOOD AVE.	B, C, D-6	GURNEY ST.	A-6	N. ST. PAUL RD.	I-6
BELMONT AVE.	G-5				
BELMONT LN.	C, D, F, G-5	HAGEN DR.	G-6	OAK CIR.	K-7
BETH CT.	L-16	HALLER CT.	L-20	OAK HEIGHTS CT.	K-18
BIRMINGHAM ST.	G-4, 5, 6	HALLER LN.	L-20	OAKRIDGE CT.	L-16
BITTERSWEET LN.	H-3	HARRIS AVE.	H-5	OAKRIDGE DR.	K-16
BOXWOOD AVE.	K-18	HARVESTER AVE.	K, L-10	OAKRIDGE LN.	K-16
BRADLEY ST.	C-5, 6	HAWTHORNE AVE.	L-8	O'DAY CIR.	L-15
BRAND AVE.	K, L-10	HAZEL ST.	I-4, 6	O'DAY LN.	L-10
BRENNER AVE.	K-1	HAZEL ST. (PVT)	G, H-1 TO 6	O'DAY ST.	L-13, 15 TO 18
BRENWOOD CV.	K-1	HEIGHTS AVE.	K-19	OLIVIA CT. (PVT)	K-10
BROOKS AVE.	G, H-3	HENNINGWAY TR. (PVT)	H-1	ONACREST CT.	B-6
BROOKS CT.	E-3	HENDRY PL.	C-4	ONACREST CURVE	B-6
BROOKVIEW CT.	L-13	HENRY LN.	K-19, 20	OVERLOOK CIR.	K-19
BROOKVIEW DR.	K, L-13	HIGHPOINT CURVE	D, F, G, H-5		
BURKE AVE.	E, F, G, H-5	HIGHRIDGE COURT (PVT)	F-1		
BURKE CIR.	G-5	HILLTOP CT.	C-4	PALM CIR.	E-3
BURKE CT. (PVT)	E-5	HILLWOOD DR.	F-3	PALM CT.	E-3
BURR ST.	C-4, 5, 6	HOLLOWAY AVE.	K, L-17	PARKVIEW CT.	K-15
BUSH AVE.	K-10	HOMETOWN AV. (PVT)	F-3	PARKVIEW LN.	K-15
		HOWARD CT.	K, L-16	PARKWAY DR.	D, E-6
CAREY HEIGHTS DR.	F-1	HOWARD ST.	J, K, L-5	PAYNE AVE.	D-6, 5, 6
CARLTON ST.	L-11	HOWARD ST. (PVT)	F-1	PHALEN PL.	F-6
CARVER AVE.	K, L-19	HUDSON PL.	J-1	PHYLIS CT.	K-17
CASE AVE.	K-9	HUDSON RD.	J-1, 6	PINKSPIRE LN.	L-17
CASTLE AVE.	I-4	HUDSON RD. (PVT)	K, L-12, 13	POND AVE.	K, L-15
CENTURY AVE.	L-1 TO 20	HUDSON CT.	L-12	PRICE AVE.	D, G, I-6
CHAMBERLAIN ST. (PVT)	H-1	HUNTINGTON CT.	K-16	PROMOTORY PL.	L-17
CHAMBERS ST.	F-5	HOYT AVE.	K-7	PROSPERITY RD.	H-4, 5, 6
CHATEAU AV. (PVT)	F-1				
CHIPPEWA AVE.	K-1	IDAHO AVE.	L-7	RADATZ AVE.	I, J-2
CHIPPEWA CIR.	K-1	IDE CT.	G-4	RED PINE CIR.	L-17
CHISHOLM PKWY.	J-1	IDE ST.	G-5, 6	RED SPLENDER CIR.	L-17
CHISHOLM CT (PVT)	J-1	IVY AVE.	L-8	REGENCY LN. (PVT)	F-1
CITY HEIGHTS DR.	B-6	JACKSON ST.	A-5, 6	RICE ST.	A-5, 6
CLARENCE ST.	G-2, 3, 5, 6	JAMES DR.	L-13	RIPLEY AVE.	C, F, G, I, J, K-6
CLARK ST.	C-4, 5	JESSIE ST.	C-6	ROSE AVE.	L-9
CONCORD LN. (PVT)	F-1	JOY RD.	F-4	ROSELAWN AVE.	A, B, C, D-5
CONNOR AVE.	E, F-3	JUNCTION AVE.	F-4	ROSEWOOD AVE. N.	H-5
CONNOR CT.	E-3			RUTH ST.	I-6
CONWAY AVE.	K, L-11	KELLER PKWY.	E-2, 3, 4	RYAN AVE.	F, G-5
COPE AVE.	F, G, H, I-4	KENNARD ST.	H-1, 3 TO 6		
COPE CT.	F-4	KENWOOD CT.	D-5, 6	SAINT JOHN'S BLVD. (PVT)	H-1
COTTAGE LANE N (PVT)	F-1	KENWOOD DR. E.	D-5, 6	SANDHURST AVE.	G, H-4
COUNTRYVIEW CIR.	G-1	KENWOOD DR. W.	D-5, 6	SCHADT DR.	K-18
COUNTRYVIEW DR.	G-1	KING AVE.	K-15	SCHALLER DR.	K, L-17
COUNTY ROAD B	A TO J-4	KINGSTON AVE.	A, C, D, I, K-6	SEARLE ST.	D-4
COUNTY ROAD C	E TO I-2	KNOLL CIR.	F, G	SEVENTH ST.	K, L-10
COUNTY ROAD D	F TO L-1	KNOLLWOOD CT.	E, 3	SEXTANT AVE.	C, H-3
COUNTY ROAD D CIR.	F-1	KNOLLWOOD CT. (PVT)	F, G, I-2	SHERREN AVE.	F-5
COUNTY ROAD D CT.	G-1	KOHLMAN AV.	E-2	SHRYER AVE.	F-5
CRAIG PL.	I-4	KOHLMAN CT.	E-2	SKILLMAN AVE.	B, C, D, F, G-5
CRESTVIEW CT.	K-18	KOHLMAN LN.	E-2	SLOAN PL.	B-5
CRESTVIEW DR.	K-10, 13, 15, 16, 17, 18			SLOAN ST.	B-5
CRESTVIEW FOREST DR.	L-16	LAKE BLVD.	L-1	SNOWDRIFT CIR.	L-17
CURRIE CT. S.	K-17	LAKE ST.	L-1	SNOWSHOE CT.	K-18
CURRIE ST.	K-7, 8	LAKEWOOD DR.	K-1, 6, 7, 8, 9, 10, 16, 17, 18	SNOWSHOE LN.	K-18
CYPRESS ST.	E-3	LAKESIDE DR. N.	K-6	SOPHIA AVE.	C, F, G-6
		LAKEWOOD CT.	K-17	SOUTHCREST AVE.	K, L-18
DAHL AVE.	K, L-17	LAKELAND AVE.	J, G, H-4	SOUTHLAWN DR.	H-1 TO 3
DAHL CIR.	K-17	LARPEUTEUR AVE.	A TO D, F TO L-6	SOUTHWOOD AV. (RD.)	F-5
DAHL CT.	K-17	LARPEUTEUR CT.	D-4	S. HAZELWOOD WAY (PVT)	H-1
DAY RD.	F-4	LARPEUTEUR DR.	C, G, H, I, J-4	SPRINGSIDE DR.	K-16
DEER RIDGE LN. (PVT)	L-16	LEE ST.	D-5	STANDRIDGE AVE.	K-1
DEMONT AVE.	E, H-3	LELAND RD.	F-4	STANDRIDGE PL.	K-1
DENNIS LN.	L-13	LEGOACY PKWY.	H-1	STANICH CT.	I-5
DENNIS ST.	L-8, 18	LINDEN CIR.	L-17	STANICH PL.	I-6
DESOTO ST.	C-4, 5, 6	LINDEN LN.	E-2	STANICH ST.	I-4
DIETER ST.	G-5, 6	LINWOOD AVE.	K, L-16	STERLING ST.	K, L-6, 7, 9, 10, 13, 15 TO 20
DORLAND RD.	B-5, 15, 16, 17, 19	LINWOOD CT.	K-17		
DOWNES AVE.	F-1	LINDEN LN.	K, L-15	STILLWATER AVE.	K-10
DULUTH CT.	F-5	LOWER AFTON RD.	L-15	STILLWATER RD.	K, L-9, 10
DULUTH PL.	F-1	LYDIA AVE.	F, I, J, K, L-1	SUMMER AVE.	B, G, H-6
DULUTH ST.	F-1, 3 TO 6			SUMMER CT.	C-6
		MAGNOLIA AVE.	K-9	SUMMER LN. (PVT)	C-6
EAST SHORE DR.	E, F-6	MAIDA CT.	K-18	SUMMER PL. (PVT)	B-6
EDGEHILL CT.	F-3	MAJESTIC AV. (PVT)	K, L-15	SUMMIT CT.	F-1
EDGEHILL RD.	H-3	MAMIE AVE.	F-1	SUNRISE AVE.	C-6
EDGEMONT ST.	C-6	MANTON ST.	G-5, 6	SUNSHINE DR.	C-4
EDGERTON ST.	C-4, 5, 6	MAPLE HILLS DR.	D-6	SYLVAN ST.	A-6
EDITH ST.	L-10	MAPLE LN.	J, K-1		
EDWARD ST.	F-1, 6	MAPLEVIEW AVE.	E, F, G-1 TO 6	TEAKWOOD CT.	K-16
ELDRIDGE AVE.	C, D, G-5	MARGARET AVE.	L-11	TEAKWOOD DR.	K-16
ELEVENTH AVE.	I-3	MARNIE CIR.	K-17	TEVLIN CT.	F-1
ELM ST.	G-2 TO 6	MARNIE CT.	K-17	TILSEN AVE.	K-8
ENGLISH ST.	G-2 TO 6	MARNIE ST.	K-17	TILSEN CT.	K-8
EVAR ST.	L-9, 10	MARY CT.	K-15, 16, 18	TIMBER AVE.	K-17
		MARY LN.	K-1	TIMBER CT.	K-17
FARRELL ST.	L-8, 11, 13	MARY LN. (PVT)	K-15	TIMBER TR.	I-6
FARRELL ST. (PVT)	L-18	MARY PL.	K-15	TOENUES PL.	C-5
FENTON ST.	A, F-6	MARY ST.	K-17, 18		
FERNDALE ST.	L-8 TO 11, 13, 16, 17, 18	MARYLAND AVE.	K-1, 7, 9, 10, 15	UPPER AFTON RD.	K, L-13
		MARYKNOLL AVE.	K, L-9	VALLEY VIEW AVE.	K, L-17
FIFTH AVE.	L-11	MATTERHORN DR.	H-5, 6	VALLEY VIEW CT.	K-17
FITCH RD.	G-2	MAYER LN.	L-13	VANDYKE ST.	I-2, 4, 6
FLANDRAU ST.	H-3 TO 6	MAYHILL RD.	L-8, 10, 13	VANDYKE ST. (PVT)	D, G, H-4
FOREST ST.	E-3	McAFEE CIR.	G-4		
FRANK CT.	F-1	McCLELLAND ST.	L-13, 18	WALTER ST.	F-1, 6
FRANK ST.	F-1, 6	McKNIGHT LN.	K-6	WHITE BEAR AVE.	L-17 TO 6
FREDERICK PKWY.	J-1	McKNIGHT RD.	J-1, 2, 6, 7, 8, 10 TO 19	WINTHROP DR.	J-1
FREDERICK ST.	J-2	McKNIGHT LN.	K-6	WOODYNN AVE.	I, J, K, L-1
FREMONT AVE.	L-11				

MEMORANDUM

TO: James Antonen, City Manager
 FROM: Tom Ekstrand, Senior Planner
 Chuck Ahl, Assistant City Manager
 SUBJECT: **Conditional Use Permit Revision, Parking Reduction Waiver and Design Review**
 PROJECT: **Former Corner Kick Soccer Center**
 (Simple-majority vote required for approval)
 LOCATION: 1357 Cope Avenue
 DATE: July 19, 2011

INTRODUCTION

Project Description

Mike McGrath is proposing to remodel the former Corner Kick Soccer Center building. The west half of the building would be occupied by All Metro Glass, a window and door fabrication/installation business. The east half would be available for a future light manufacturing business. The proposed changes to the building and site are:

- Repair and restore the parking lot.
- Add a new dock door to the west-facing, north end of the building.
- Replace an existing overhead garage door and double door also on the west side of the building.
- Add a patio on the front of the building.
- Add a new canopy over the westerly front building entrance.
- Add screening walls along the front and west side of the building.
- Repair and restore the landscaping.

The applicant has obtained a building permit for interior demo, interior build-out and window and door replacement.

Requests

To make the changes to the site and the facility, Mr. McGrath is asking for approval of:

1. A conditional use permit (CUP) revision. The building has an existing CUP because of its proximity to the residential zoning district south of Cope Avenue. When the soccer center was proposed, the city ordinance required a CUP because the structure would be closer than 350 feet to a residential district. The existing building is 220 feet from the residential district across Cope Avenue. The proposed building and site renovations require an amended CUP to revise the previously approved building and site plans.
2. A parking reduction of 66 spaces. The city ordinance requires 126 parking spaces. The applicant has a need for about 30. The applicant estimates that the building at full occupancy would require 60 spaces for two light manufacturing uses.

3. The revised design and landscaping plans.

BACKGROUND

On September 18, 1984, CDRB approved the project plans for the soccer center.

On April 10, 1995, the city council approved a conditional use permit and the design plans for a 3,000-square-foot addition on the front of the soccer center. This approval was subject to three conditions of approval.

On June 11, 2007, the city council approved a CUP revision and design plans for a substantial expansion of Corner Kick. Soon after work began for this expansion, the owner of the soccer center stopped work and the building went into foreclosure.

DISCUSSION

Conditional Use Permit Revision

The original CUP was required of Corner Kick because the building was proposed closer than 350 feet to the residential district south of Cope Avenue. The proposed use as a light manufacturing establishment (window and door fabrication/installation) is allowed by the M1 (light manufacturing) zoning district. The only issue requiring a revised CUP is the fact that the applicant is doing site work and making some building renovations.

CUP Findings for Approval

The zoning ordinance requires that the city council determine that all nine “standards” for CUP approval be met to approve a CUP. In short, these state that the use would (refer to the resolution for the complete wording):

- Comply with the city’s comprehensive plan and zoning code.
- Maintain the existing or planned character of the neighborhood.
- Not depreciate property values.
- Not cause any disturbance or nuisance.
- Not cause excessive traffic.
- Be served by adequate public facilities and police/fire protection.
- Not create excessive additional costs for public services.
- Maximize and preserve the site’s natural and scenic features.
- Not cause adverse environmental effects.

The proposed building and site improvements meet these nine criteria. The proposed building improvements would improve this building that is in need of repair and put it back into use. The proposed dock areas would be on the north end of the building facing west and would be hidden or as far from residents as possible minimizing or eliminating the view of any dock activity.

Parking Reduction

City ordinance bases parking requirements on the use of the floor area within the building. Office space requires one stall per 200 square feet; manufacturing space requires one stall per 400 square feet and warehouse space requires one stall per 1000 square feet. The building has a total square footage of 51,647 square feet. All Metro Glass would occupy 23,522 square feet of building area with 28,125 square feet remaining for a future use.

The applicant has determined for the city how the entire building would realistically be apportioned for the proposed use and another typical light manufacturing use. Based on the data the applicant provided in their narrative, they estimate 25 percent office space, 30 percent manufacturing space and 45 percent warehouse space. In this building of 51,647 square feet in area, the parking ratios provided in the ordinance would require 64 spaces for office, 39 spaces for manufacturing and 23 spaces for warehousing, equaling a total parking requirement of 126 parking spaces.

The applicant has stated that they have a need for about 30 parking spaces and that a future light manufacturing use, based on their own parking needs as an example, would also require 30 spaces for a total of 60. In addition to the 60 spaces proposed, there would be 23 future parking spaces available along the front landscaped area to be added should the need arise. Staff, furthermore, feels that there is room to easily add 15 more parking spaces on the ends of the center parking rows and at the ends of the future parking row.

Based on the applicant's description of the parking needs for the building and the availability for 38 future parking spaces (23 future spaces proposed and 15 possible additional ones), staff supports the request for a parking reduction.

One additional handicap-accessible parking space would be required. This is noted in the recommendation and was pointed out by the planning commission. The site plan should be revised to indicate the adjustment to provide 9 ½ foot wide visitor parking spaces and three handicap-accessible spaces while yet maintaining a total of 60 spaces.

Building and Site Renovations

Architectural

The changes to the building exterior are minimal. The applicant proposes to replace old dock doors, add a new dock entrance, add a canopy over the front entrance, add an outdoor patio and provide screening walls. The applicant describes the screen walls as follows: the screen walls will be made of metal wall panels. Some will be perforated and some solid. The LED lighting indicated on the screen plans would be changed to high output fluorescents (cost savings). The perforated metal panels are colored metal panels with a series of holes (typically 1/16 to 1/8" or so in diameter) at a uniform distance from each other. See attached product sheet for an idea of what the panel would look like. This perforated panel allows the lighting to be placed inside the screen wall and breaks up the solid metal wall panel. The purpose of the screen wall is to add an element to help with the look of the building and create a focal point and add visual depth at the entry. The lighting is accent lighting to add a visual interest at night.

Landscaping

The proposed landscaping would be attractive, but the landscaping along the site's frontage should be increased for completion across the entire site frontage. As proposed, the proposed trees and shrubs would only cover the east half of the site.

Ordinance also requires that parking lots be screened so headlights from commercial parking lots do not shine into residential windows. The low shrubs proposed should be revised to be shrub varieties that would provide a headlight buffer about three to four feet tall. A revised landscaping plan should be submitted to staff for approval before permits are issued for the building exterior.

Lighting

Staff did not require a lighting plan because site lighting is already in place. The applicant should be aware, though, to make sure that the wall-mounted fixtures on the front of the building do not shine into the residential windows across the street.

Department Comments

Engineering

Steve Kummer, staff engineer, has reviewed the plans and submitted his comments in the attached report. In short, Mr. Kummer has noted several changes he recommends the applicant to make in their civil engineering plans. Refer to Mr. Kummer's report.

Police

Lieutenant Richard Doblar reviewed this proposal and has no recommendations or concerns with this request.

Building Official

Dave Fisher, the building official, had the following comments:

- The applicant must obtain building permits for all new construction.
- All plans shall be signed by a design professional.
- Proper access around the building shall be verified for the fire marshal.

Neighbor's Comments

Staff surveyed the surrounding property owners for their comments about this proposal. There were five replies—one no comment, two in favor and two opposed.

Those opposed stated these objections:

- There are vulnerable adults across the street that would be at risk if this was approved.
- Traffic would increase and be unsafe.
- Noise is a concern.
- It could be a problem if the hours of operation increased beyond 7 a.m. to 5 p.m.

- This would affect property values of neighboring residents.
- Truck drivers are not as cautious for pedestrians crossing Cope Avenue at the Vento Trail

This property has always been planned and zoned for light manufacturing use. The proposal by All Metro Glass is a permitted use by the city. Staff feels that anyone driving a vehicle, must follow safe and courteous driving practices on city streets. The city can't assume that the tenants of this building will not do so. Violations should be reported to the police department.

City ordinance prohibits any excessive noise between 7 p.m and 7 a.m. Being that the applicant's hours are between 7 a.m. and 5 p.m., staff does not anticipate a problem.

The Ramsey County Assessor's office has informed us that they do not feel that this light manufacturing use would be a detriment to the neighbors or affect property values. In fact, the poor condition of this building and site in recent times is a greater detriment to property values. Unkempt properties, as this site has been, have a greater potential to reduce nearby property values than a clean, kept-up property.

Staff asked the applicant for a description of the amount of truck usage expected. They responded that typically the only truck traffic will be deliveries in and out throughout regular daytime business hours. There should not be any long term truck parking. Only an occasional trailer left for short periods while loading materials to be sent out to jobs.

Summary

Staff supports this proposal. It will take a vacant building and site that has been in poor condition and make it useable and presentable once more. Staff will revise the existing CUP for this property in the typical fashion of the deletion of old, unneeded language and the insertion of the new, applicable conditions. All the former conditions relative the soccer facility would be deleted.

COMMISSION ACTIONS

June 28, 2011: The CDRB recommended approval and required additional landscaping along the front and west side of the site. The CDRB also required that there be 9 ½ -foot-wide parking spaces provided along the front sidewalk for visitors and that the screening wall material be submitted to staff for approval.

July 5, 2011: The planning commission recommended approval of the CUP and parking reduction with the staff recommendation.

BUDGET IMPACT

None.

RECOMMENDATIONS

- A. Adopt the resolution approving a revision for the conditional use permit for 1357 Cope Avenue, the former Corner Kick Soccer Center, based on the findings required by city ordinance and subject to the following conditions (the additions are underlined and the deletions are crossed out):
- ~~1. All construction shall follow the plans date-stamped April 6, 2007 and the plans date-stamped May 31, 2007. The city council may approve major changes to the plans and city staff may approve minor changes to the plans. Such changes shall include:~~
 - ~~a. Revising the project plans to meet all the conditions of the city engineer (including the addition of a sidewalk along Cope Avenue) and city staff.~~
 - ~~b. Revising the building elevations as may be required by staff, the Community Design Review Board (CDRB) or the city council.~~
 - ~~2. The owner or contractor shall start the construction for this permit revision within one year of city council approval or the permit revision shall end. The city council may extend this deadline for one year.~~
 - ~~3. The city council shall review this permit revision one year from the date of approval.~~
 - ~~4. The owners/operators of the soccer center, the fire marshal and the city building official shall agree on a plan for the soccer center to make the required life safety and building improvements to the existing building. This plan shall include the installation of:~~
 - ~~a. The required fire protection (sprinkler) systems.~~
 - ~~b. An early warning fire protection system (smoke detection and monitoring).~~
 - ~~c. Additional emergency lights and exit signs (if necessary).~~
 - ~~d. The necessary changes to meet the handicapped accessibility code requirements.~~
 - ~~e. A proper address on the building.~~
 - ~~f. Any other changes the fire marshal or the building official deem necessary.~~
 - ~~5. Have the city engineer approve final construction and engineering plans. These plans shall meet all the conditions and changes that the engineer noted in the memo dated April 23, 2007, including the installation of the sidewalk along Cope Avenue.~~
 - ~~6. The owner or operator shall be responsible for the maintenance and clean up of the ponding areas on their property.~~
 - ~~7. The owner or operator shall post the driveways and drive aisles as no parking zones.~~
 - ~~8. The owner or operator of Corner Kick shall ensure that visitors or users of the facility do not cause disturbances or make unreasonably loud noise in the parking lot that disturb nearby residents. The owner or operator shall submit a plan to city staff for the education of their patrons about behavior outside the center, for the enforcement of noise rules and how they will deal with, control and minimize other disturbances on their property.~~

1. All construction shall follow the plans date-stamped May 17, 2011. The city council shall review any major changes proposed. Staff may approve minor changes.
2. The city council shall review this permit in one year.
3. The applicant shall comply with all conditions of the city engineer, building official and fire marshal.
4. The applicant shall revise the landscaping plan for staff approval to provide for a visual buffer along the frontage of the property between the two driveways to block headlights from shining into neighboring properties. This buffer shall be at least three to four feet tall.
5. Site lights and noise shall be controlled to follow the requirements of the city ordinance.
6. This permit includes a parking waiver for the applicant to provide 60 parking spaces with the potential for 23 additional future spaces. If further spaces are needed, the applicant shall restripe the parking lot to provide at least 15 additional spaces at the ends of the proposed parking rows.

B. Approve the plans date-stamped May 17, 2011 for the building and site renovations at 1357 Cope Avenue. The city bases this approval on the findings required by the code. This approval is subject to the applicant or contractor doing the following:

1. Repeat this review in two years if the city has not issued a grading permit or a building permit for this project.
2. Before getting a building permit for the exterior improvements the applicant shall provide a revised landscaping plan for staff approval showing the continuation of the landscaping across the entire frontage of the site between the two driveways. This revised plan shall also include a visual buffer along this frontage to block headlights from shining into neighboring properties. The applicant shall also revise the plan to include three trees on the west side of the parking lot to match those proposed along the east lot line. The applicant shall also plant an ornamental tree in each of the parking lot islands.
3. As required by ordinance, if outdoor trash storage is used in the future, the applicant must provide a screening enclosure to keep the dumpster in. The location and design plans shall be subject to staff approval.
4. The applicant shall provide cash escrow or an irrevocable letter of credit in the amount of 150 percent of the cost of the landscaping and other site improvements that may not be installed by occupancy. An irrevocable letter of credit shall include the following provisions:
 - The letter of credit must clearly indicate that it is an irrevocable letter of credit in the name of the City of Maplewood, payable on demand.

- The letter of credit shall have a stipulation indicating automatic renewal, with notification to the city by certified mail a minimum of 60 days prior to its expiration.
5. The site plan shall be revised for staff approval to provide for 9 ½ foot wide spaces along the front sidewalk for visitor parking as required by ordinance. The applicant shall also provide one additional handicap-accessible parking to comply with code.
 6. The applicant shall comply with the requirements of the engineering report and any requirements of the city engineer.
 7. The applicant shall provide a sample of the proposed screening wall material to staff for approval along with color chips.

CITIZENS' COMMENTS

City staff surveyed the owners of the 47 properties within 500 feet of the site for their comments. Of the five replies, two were in favor, two objected and one had no comment.

In Favor

We do not mind a window and door facility at Corner Kick. (Cardenas, 2261 Birmingham Street)

Truck Utilities has no problem with the proposal. However, we are concerned about water runoff. As we've had problems with flooding in the past. (Truck Utilities, Inc., 2370 English Street)

Opposed

The home immediately across from the east entrance on Cope is a home for vulnerable adults. We are concerned about increased traffic on Cope Avenue. We are concerned about noise, large trucks, etc. We do not believe that the parking numbers make sense. We are not opposed to the plan, however, we would appreciate the opportunity to have an additional conversation about our concerns. As stated in the document, "it would not increase traffic." We believe though that it will increase large vehicle traffic immediately across from our driveway. We are also curious as to whether or not the business is always 7-5 if that will change (or production will increase) if the economy improves. (Dakota Companies)

We were ok with Corner Kick being so close to residential because we could have been the one using the facility for exercise & recreation. To put in a window & door manufacturing facility will effect the property of all of us around it dropping our property values. This is not an industrial park nor should it become one. The trail used next to the facility gets heavy use and with added vehicles going in and out it just adds more danger to the pedestrians. Families are more aware of the crosswalks at that location. Truck drivers don't always stop to let pedestrians cross. We use that crossing point a lot and have had this happen a lot. (Stepnick, 2250 Ide Court)

REFERENCE INFORMATION

SITE DESCRIPTION

Site size: 3.64 acres

Existing land use: Former Corner Kick Soccer Center Building

SURROUNDING LAND USES

North: Highway 36

South: Single dwellings and one double dwelling

West: Vacant property zoned M1

East: Bruce Vento Trail

PLANNING

Zoning: M-1 (light manufacturing)

Land Use Plan: C (commercial)

ORDINANCE REQUIREMENTS

Section 44-637(b) requires a CUP for any building or exterior use in the M-1 zoning district if it is within 350 feet of a residential district.

Section 44-1097(a) states that the city council may approve a CUP, based on nine standards. Refer to these findings listed in the resolution.

APPLICATION DATE

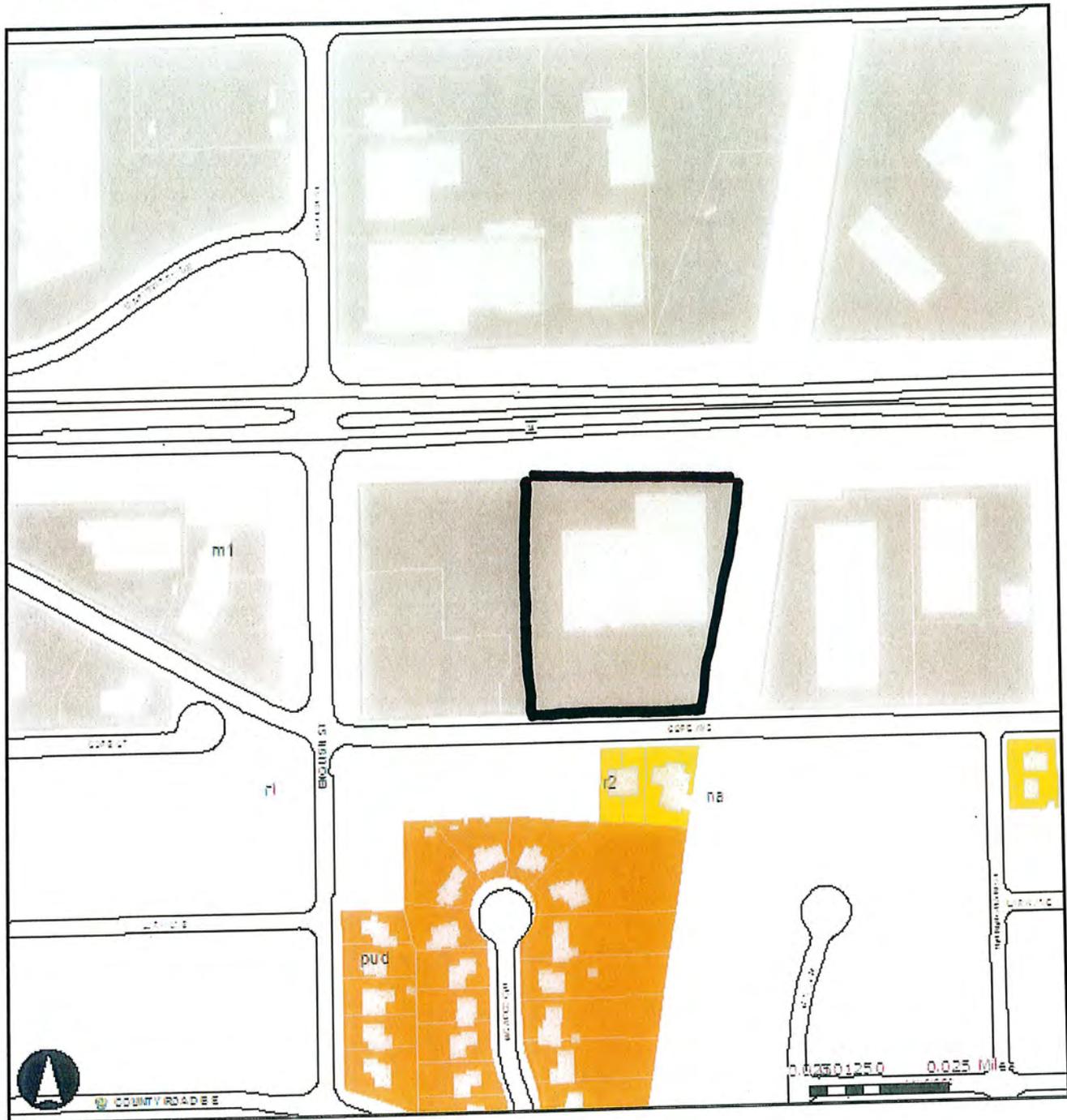
The city received all the materials for a complete application for this request on May 17, 2011. State law requires that the city council act on requests such as this within 60 days. That date for final action by the city council would have been July 16, 2011. Staff extended this review period, as allowed by statute, an additional 60 days since council review is not anticipated until July 25, 2011 at the soonest. The new deadline for city action is September 14, 2011.

p:sec10/Corner Kick Building Remodel CUP Revision CC Report 7 11 te

Attachments:

1. Location/Zoning Map
2. Land Use Plan Map
3. Site/Landscaping Plan
4. Applicant's Narrative
5. Perforated Metal Panel Detail for the Screening Walls
6. Engineering report dated June 23, 2011 by Steve Kummer
7. CUP Resolution
8. Plans date-stamped May 17, 2011 (separate attachment)

1357 Cope Avenue



Copyright

MaplewoodBaseMap

Chad Bergo

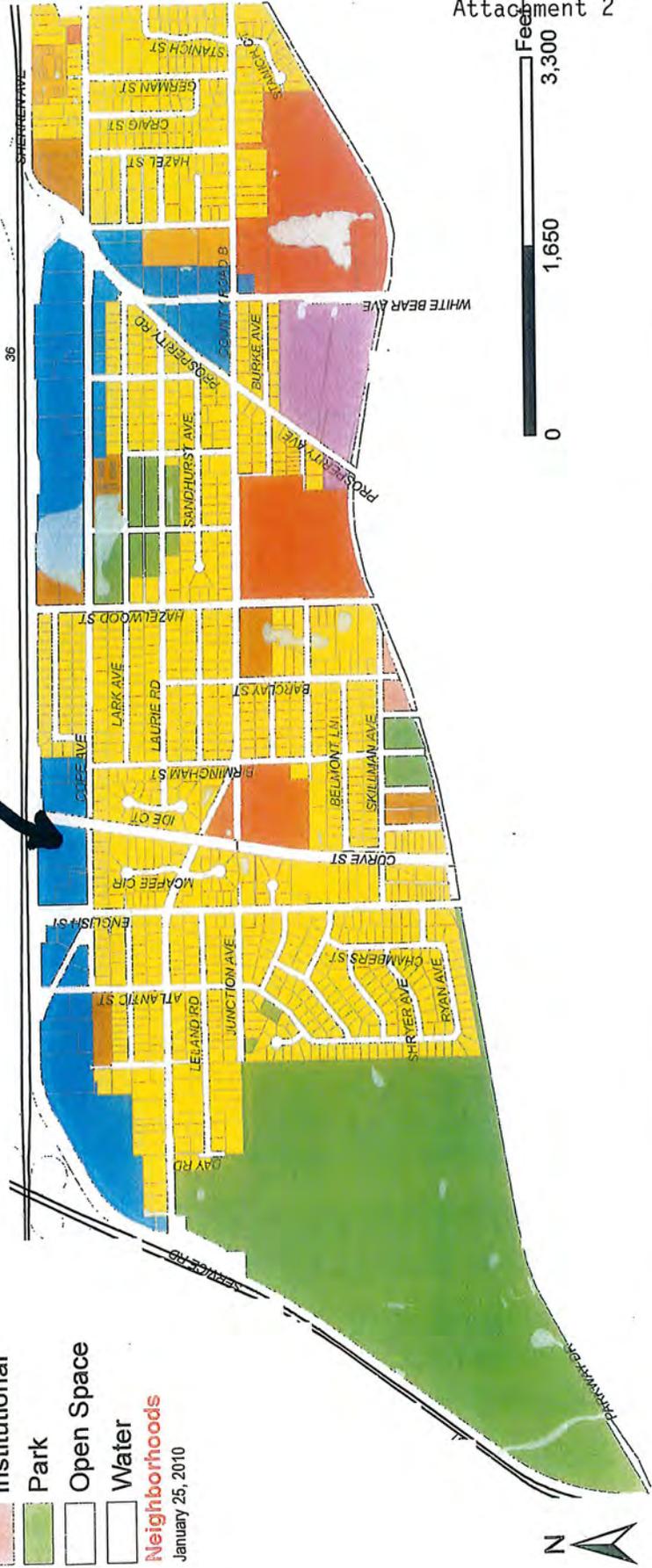
Parcels: This data set is available to everyone. Fees and policy are published in the Ramsey County Fee Schedule. Charges are variable and are subject to change. See the Ramsey County Fee Schedule for specific information on fees and policy.

Sherwood Glen - Future Land Use Map

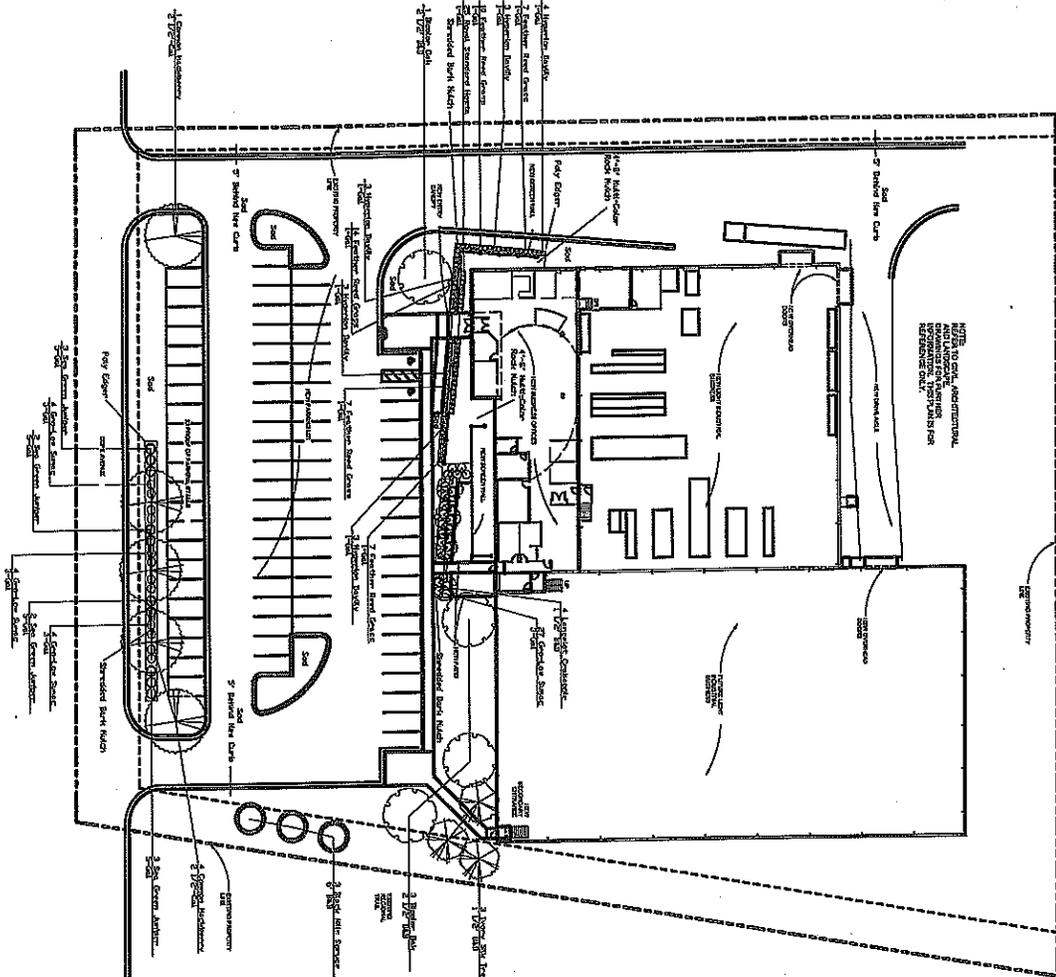
CITY OF MAPLEWOOD
2030
 COMPREHENSIVE PLAN

- Rural/ Low Density Residential (0.5 - 1.5 Units per Acre)
- Low Density Residential (2.6 - 6.0 Units per Acre)
- Medium Density Residential (6.1 - 10.0 Units per Acre)
- High Density Residential (10.1 - 25.0 Units per Acre)
- Mixed Use (6.0 - 31.0 Units per Acre)
- Commercial
- Industrial
- Government
- Institutional
- Park
- Open Space
- Water

1357 Cope Avenue



Neighborhoods
 January 25, 2010



PLANT SCHEDULE

Quantity	Symbol	Plant Name	Plant Size	Plant Type	Plant Notes
1	○	1-10' Magnolia	10'	Tree	Plant in 10' diameter hole
2	○	2-10' Green Anemone	10'	Shrub	Plant in 10' diameter hole
3	○	3-10' Green Anemone	10'	Shrub	Plant in 10' diameter hole
4	○	4-10' Green Anemone	10'	Shrub	Plant in 10' diameter hole
5	○	5-10' Green Anemone	10'	Shrub	Plant in 10' diameter hole
6	○	6-10' Green Anemone	10'	Shrub	Plant in 10' diameter hole
7	○	7-10' Green Anemone	10'	Shrub	Plant in 10' diameter hole
8	○	8-10' Green Anemone	10'	Shrub	Plant in 10' diameter hole
9	○	9-10' Green Anemone	10'	Shrub	Plant in 10' diameter hole
10	○	10-10' Green Anemone	10'	Shrub	Plant in 10' diameter hole

- LANDSCAPE NOTES:
1. All planting shall be done in accordance with applicable nursery standards. No damaged or diseased trees or shrubs will be accepted.
 2. Planting shall be a minimum of 1 year old and 1 year old.
 3. All trees shall be planted in a minimum of 1 year old and 1 year old.
 4. All shrubs shall be planted in a minimum of 1 year old and 1 year old.
 5. All plants shall be planted in a minimum of 1 year old and 1 year old.
 6. All plants shall be planted in a minimum of 1 year old and 1 year old.
 7. All plants shall be planted in a minimum of 1 year old and 1 year old.
 8. All plants shall be planted in a minimum of 1 year old and 1 year old.
 9. All plants shall be planted in a minimum of 1 year old and 1 year old.
 10. All plants shall be planted in a minimum of 1 year old and 1 year old.

Alan Whidby
Landscapes
P.O. Box 1153
Mechanicville, NY
12154
Phone: (518) 538-4411
Fax: (518) 538-4411



ISSUED FOR CONSTRUCTION
1357 COPE AVENUE
L101

May 10, 2011

Mr. Tom Ekstrand
Senior Planner
1830 County Road B East
Maplewood, MN 55109

**Re: Corner Kick Building Renovation
1357 Cope Avenue, Maplewood, MN**

Dear Tom:

The following narrative is accompanying the Design Review Board and Conditional Use Permit applications for the above stated project. The new Owner (1357 Cope Avenue, LLC) of the existing Corner Kick Property desires to renovate and add a minor addition to the existing building. The buildings use will also change from an indoor soccer facility to a light industrial manufacturing facility. The existing zoning for the property is light industrial and the intent is to change it from a recreational property back to its original zoned use. The project includes the following:

1. Addition of overhead doors to the facility
2. New entry canopy to the south
3. New exterior screen wall at the south west corner of the building
4. New parking lot and drainage improvements
5. New landscaping
6. Interior renovation

The light industrial use slated to move into the property is a glass supplier, fabricator, and installer of commercial window and door systems, All Metro Glass Company. Currently All Metro Glass resides at 1387 East Cope Avenue and has outgrown its current space. They will occupy about 40 percent of the building. The remainder of the building will be set up to accept another light industrial business in the future. The south west corner of the building will be renovated into office space (6,300 SF) to support the light industrial companies that will occupy the building.

Currently, the Corner Kick Property is an abandoned property that was under construction for an addition and renovation but the construction was halted during the economic downturn of the past couple years. The properties current parking lot is gravel and loose asphalt and there are no trees of significant value on the site. This proposal will beautify the existing property by providing new landscaping as outlined on the attached landscape plan, new asphalt parking lots, and a creative solution architecturally to clean up and provide focus to the front entry of the property. Note: A photometric plan has not been submitted with the submittal. The reason is because no additional light fixtures are being provided except for replacement of the existing wall mounted light fixtures with shielded lamp type fixtures, see attached cut sheet. Accent LED lighting will be provided within the new screen wall element as a halo/low level light accent, see attached cut sheet. Photometrics can be provided in the future but the anticipated levels at the wall will be below .5 fc so at the lot line they will be well below .40fc.

The new parking lot will have 60 parking stalls with the ability to add 23 more in the future if required. The proposed amount of parking is based on the zoning code requirements and how the facility will be used. The 6,300SF office space per the zoning code requires 32 parking stalls (1 stall/200SF). The manufacturing/warehousing space for All Metro Glass is 17,220SF with 40% of that space geared towards manufacturing and 60% warehouse. 6,888SF (40% of 17,222) at 1 Stall/400SF equals 17 stalls. Manufacturing 10,334SF (60% of 17,222) at 1 stall/1000SF equals 11 stalls for a total of 28 stalls for the manufacturing. Parking stalls being proposed are 32 (Office Use) plus 28 (Manufacturing/Warehouse) for a total of 60 parking stalls. Taking into account the additional 23 stalls that can be provided in the future for the 27,429SF manufacturing/warehouse space remaining we feel this is adequate even though it falls short of the published zoning requirements. If the zoning code requirements are strictly adhered to this site would require well over 100 parking stalls, which would drastically over-park the site. In discussions with planning staff we propose to base the parking requirements on actual parking counts required for this type of use. The fact of the matter is the parking needs for manufacturing type facilities have changed over the years as processes have become more automated and are less dependent on physical labor, thereby reducing the amount of parking required for a facility of this type. By providing the actual parking counts that are needed for the use it preserves green space, parking lots tend to be better maintained, reduces heat island effect, and reduces storm water run-off. Taking this into account we propose the following:

The Owner and design team believes the 60 stalls currently planned will be all that is required for the facility at full occupancy based upon current and future staffing needs of All Metro Glass and a history of similar companies owned by the current property Owner. Using actual employee numbers of All Metro Glass and a similar company to fill out the space we anticipate the parking requirements to be as follows: Office employees for companies 19 maximum, 5 visitor's maximum, and 36 manufacturing/warehouse employees for a total of 60 parking stalls. With the proof of parking for an additional 23 stalls the site can accommodate future growth and provides a 25% parking safety factor for these types of facilities. The Owner and design team prefers this approach because it is based on actual need and will allow a landscape buffer between the parking lot and the home owners to the south.

Per the conditional use permit application there are ten criteria the City utilizes in determining approval of a conditional use permit. This project is seeking a revision to an existing conditional use permit. The following addresses the criteria for approval:

1. The property is located and the proposal conforms to the City's Comprehensive Plan and Code and Ordinances.
2. The use does not change the existing character of the surrounding area, in fact it improves a large property that for the most part was abandoned and left in disarray.
3. The use will not depreciate property values. Based on the proposed improvements it should help maintain or even improve the surrounding property values.
4. The use will not involve any activity or process that will be dangerous, loud, dusty, etc.. The proposed light industrial uses are low impact type operations that are simply the fabrication and assembly of components. All internal type applications with no hazardous processes.
5. The use will not produce traffic congestion or unsafe access on existing streets. The new use is a typical work day type activities with almost all traffic being generated during the typical work day of 7:00AM to 5:00PM. All Metro Glass currently is located just one property to the east and has been in the area for 10 years with no negative impact on the area and is simply relocating to this new location. In fact the new use should greatly decrease traffic in the evenings from the recreational use that used to occupy the site, which had greater traffic amounts in the evening and late into the night.
6. The use is served by existing adequate public facilities.
7. The use does not create excessive additional costs for public facilities or services.
8. The use maximizes the preservation of and incorporates the site's natural features. The parking lot was set back as far as possible from Cope Avenue to help create a natural buffer between the parking lot and the residential neighbors to the south.
9. The use does not create any adverse environmental effects. The proposal completes work that was underway on the current site and complies with storm water regulations.

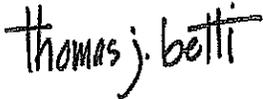
10. Not Applicable

We believe the project will be a great improvement to the community with little to no impact on the surrounding neighbors. It will clean up a building and site which is currently an eyesore and become an economically viable addition to the City of Maplewood. If you have any questions or require additional information please don't hesitate to contact me at 763.533.3813.

Sincerely,

292

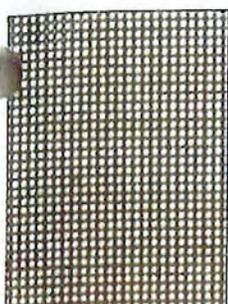
design group

A handwritten signature in black ink that reads "thomas j. betti". The signature is written in a cursive, lowercase style.

Thomas J. Betti, AIA, NCARB
Partner

Stock list p.3 for product availability.

Round Hole Patterns



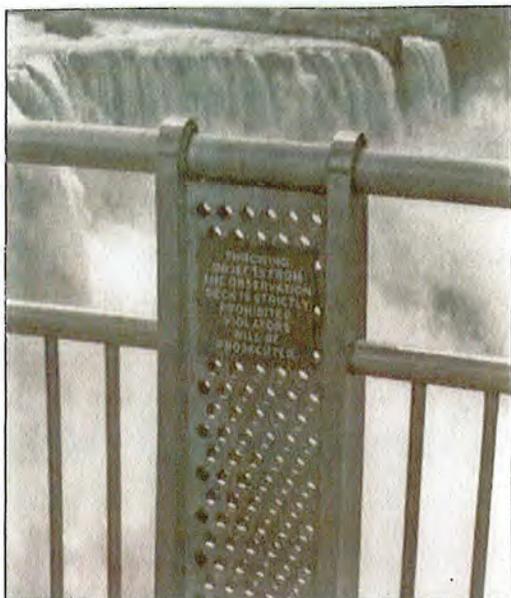
.027" Dia. .050" Str. Ctrs.
400 HPSI 23% O/A



.033" Dia. .055" Str. Ctrs.
331 HPSI 28% O/A



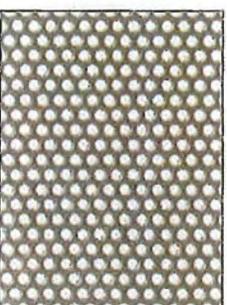
.045" Dia. .066" Str. Ctrs.
230 HPSI 36% O/A



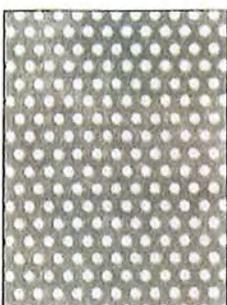
Heavy gauge perforated metal was used on this railing panel at the famous Niagara Falls.



.045" Dia. .088 Stg. Ctrs.
172 HPSI 24% O/A

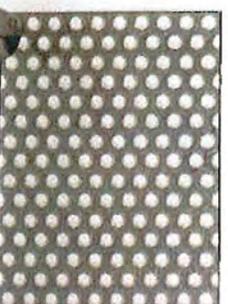


1/16" Dia. 3/32" Stg. Ctrs.
132 HPSI 41% O/A

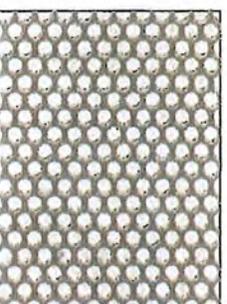


1/16" Dia. 7/64" Stg. Ctrs.
97 HPSI 30% O/A

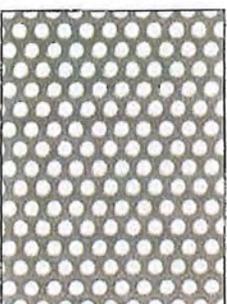
All available patterns are not shown—our Customer Service Specialists can give you more details on availability!



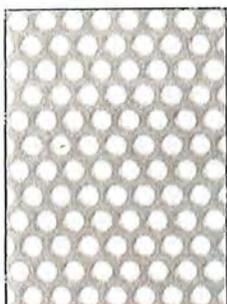
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75 HPSI 23% O/A



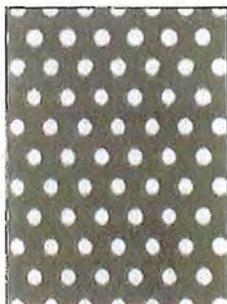
5/64" Dia. 7/64" Stg. Ctrs.
97 HPSI 46% O/A



5/64" Dia. 1/8" Stg. Ctrs.
75 HPSI 36% O/A



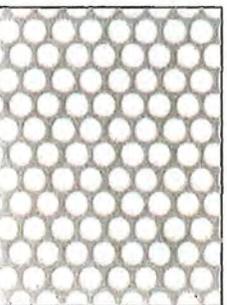
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47 HPSI 33% O/A



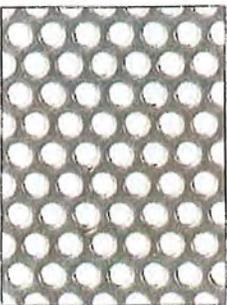
3/32" Dia. 3/16" Stg. Ctrs.
33 HPSI 23% O/A



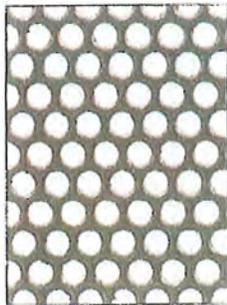
Our Service Centers throughout North America can circle shear from 3 to 48 inches.



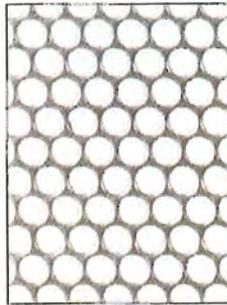
.117" Dia. 5/32" Stg. Ctrs.
47 HPSI 51% O/A



1/8" Dia. 3/16" Stg. Ctrs.
33 HPSI 40% O/A



9/64" Dia. 3/16" Stg. Ctrs.
33 HPSI 51% O/A



5/32" Dia. 3/16" Stg. Ctrs.
33 HPSI 63% O/A

Str. Ctrs. = Straight Row Centers

Stg. Ctrs. = Staggered Row Centers

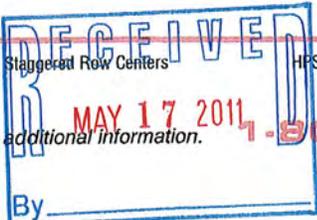
HPSI = Holes Per Square Inch

O/A = Percent of Open Area

Due to printing requirements, artwork of patterns may not be actual size.



©2007 Our website has additional information.



1-800-237-3820

mcnichols.com • 5

Engineering Plan Review

PROJECT: 1357 Cope Avenue Improvements
PROJECT NO: 11-12
COMMENTS BY: Steve Kummer, P.E. – Staff Engineer

DATE: 6-23-11

PLAN SET: Design Review Dated 6-20-11

REPORTS: Storm Water Management Plan dated 3-4-11

Summary

Mike McGrath along with 292 Design Group and Stevens Engineers are proposing to redevelop the abandoned Corner Kick property and building at 1357 Cope Avenue. Renovations to the building as well as reconstruction of the existing parking lot are proposed.

Request

The applicant is requesting design review and a zoning amendment to Light Industrial.

The scope of this review includes aspects of site design including, but not limited to, geometrics, paving, grading, 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:

General

- 1) Provide topographic survey or include information in the plans as to the origin of the existing topographic survey data. It is uncertain as to whether the grades are as-built from the previous attempt at redeveloping the site or if they are pre-2006 before the redevelopment of this lot was conceived.

Existing Conditions and Demolition – C101

- 2) Place a note on the plan indicating reference to the Storm Water Pollution Prevention Plan and Erosion Control Plan for placement of erosion control devices.
- 3) Provide note: "Perform all work in conformance to applicable City of Maplewood and State of Minnesota requirements."
- 4) Salvage existing catch basin casting in western driveway entrance from Cope Avenue. If the existing catch basin casting is damaged due to construction activity, the casting must be replaced by the applicant.
- 5) Televis and clean existing sanitary sewer service and provide DVD video to the City. Utilize a drain cleaning and televising service approved by the City. The City will

require replacement of the service if it is cracked, sagged, separated at the joints, or has other damage detrimental to its long-term operation.

- 6) Televising and clean existing storm sewer including all pipes and structures (after site is stabilized).
- 7) Perform inspection of domestic and auto-fire water service appurtenances (valves, etc.) with Saint Paul Regional Water Services (SPRWS). SPRWS shall verify proper function of existing water services and provide documentation to the City.
- 8) Provide document number references for the existing drainage and utility easements shown on the drawings.

Site Layout – C102

- 9) Provide verification that the existing sanitary sewer and water services provide the necessary utility service for the proposed use.
- 10) Provide concrete walk pavement section.
- 11) Provide copies of proposed drainage easement agreement between the east and west parcels.
- 12) Coordinate removal and replacement or placement of new hydrants, post-indicator valves and gate valves with SPRWS.
- 13) Show radii dimensions on both driveway entrances from Cope Ave.
- 14) Provide 6-foot wide concrete sidewalk along Cope Avenue between the two driveway entrances extending to the Vento Trail right-of-way. Boulevard width should be a minimum of 4 feet wide with back of walk 1 foot off the property line. Provide ADA pedestrian ramps. Provide 2% maximum cross slope for walk and carry maximum 2% cross slope through driveways.

Grading Plan and Drainage Comments – C103

- 15) Add note to plans: "Contractor shall coordinate all street sign removals and replacements with the appropriate authority maintaining the signage. Sign removal by the contractor is not allowed under any circumstances. Contact the City of Maplewood or Mn/DOT to request any sign removals and replacements."
- 16) Obtain a Drainage and right-of-way permit from Mn/DOT prior to start of any work affecting Mn/DOT facilities or ROW.
- 17) Provide impervious surface takeoff for the site as a summary in the storm drainage narrative and infiltration required vs. infiltration provided computations. Provide volume computations on the as-built infiltration volume of the existing basin.

- 18) It appears that with the lowering of the EOF berm into the Mn/DOT ditch that the intent is not to provide treatment for a possible future development of the western portion of the site. As well, it does not appear that drainage area P1 is accounting for any future impervious surface. Is the intent to treat the western site as a separate drainage entity should redevelopment occur? If so, then the existing storm sewer system extended to the west should be plugged, filled and abandoned with no possibility of connection to the existing infiltration system. If not, the current site drainage system should account for at least as much if not more impervious surface than previously proposed for the soccer field expansion. The applicant should consider whether or not the site to the west is accessible enough for drainage to the Mn/DOT ditch.
- 19) Look into the possibility of eliminating the low area near the southeast corner of the building and flattening this out. If roof drainage is the concern, does the possibility exist to extend a lead from a nearby catch basin and pick up the roof downspouts directly?
- 20) Reconfigure the proposed storm sewer system associated with CBMH #105. Construct #105 over the top of the existing 24-inch (moving the curb inlet point) and extending catch basin leads as necessary from CBMH #105.
- 21) All retaining walls over 4 feet in height will require an engineered plan submission and separate building permits. Retaining wall plans shall indicate extension of geogrid from the back of walls relative to the property lines.
- 22) Provide site import/export computations including assumed compaction factors.

Erosion Control Plan – C104

- 23) Provide note: "Contractor must schedule a pre-construction meeting with the City of Maplewood and Ramsey-Washington Metro Watershed District inspectors/reviewers prior to any land disturbance activities. The contractor shall be prepared to discuss construction phasing and sequencing activities as well as erosion and sediment mitigation measures accommodating those activities. The contractor shall also discuss other storm water pollution prevention measures such as fuel, washing and concrete mixing containment procedures, dust control and prevention of street tracking."
- 24) Provide plan notes in accordance with current MPCA construction storm water permit guidelines.
- 25) Provide temporary means of erosion and sediment control after salvaging of existing riprap.
- 26) Modify Erosion Control Note #1: "Contractor must schedule a pre-construction meeting with the City of Maplewood and Ramsey-Washington Metro Watershed District inspectors/reviewers prior to any land disturbance activities. The contractor shall be prepared to discuss construction phasing and sequencing activities as well as erosion and sediment mitigation measures accommodating those activities. The

contractor shall also discuss other storm water pollution prevention measures such as fuel, washing and concrete mixing containment procedures, dust control and prevention of street tracking.”

Details – C104/C105

- 27) Insert Mpwd Std Plates 230 and 236
- 28) Insert Mn/DOT Std Plate 7100H
- 29) Truncated dome plates for street-side sidewalk shall be grey iron coated with rubberized surface.

Other

- 30) Submit a signed copy of the MPCA construction storm water permit prior to grading permit issue.
- 31) Satisfy requirements of all permitting authorities associated with this project. Provide copies of written approval letters and permits.
- 32) The applicant shall enter into a development agreement with the city. The city will prepare the agreement.

-END COMMENTS-

**CONDITIONAL USE PERMIT REVISION
RESOLUTION**

WHEREAS, Mike McGrath requested a revision to the conditional use permit for the former Corner Kick Soccer Center to make exterior building and site renovations because the proposed building improvements are taking place within 350 feet of residential property.

WHEREAS, Section 44-637(b) of the city ordinances requires a conditional use permit for any building or exterior use in the M-1 zoning district if it is within 350 feet of a residential district.

WHEREAS, this permit applies to the property at 1357 Cope Avenue legally described as:

10-29-22-32-00-14

IN SECTION 10, TOWNSHIP 29, RANGE 22, EXCEPT WEST 398 FT; THE PARTS OF HWY 36 & WEST RAILROAD R/W (Bruce Vento Trail) OF THE NW ¼ OF SW 14 (SUBJECT TO ROAD)

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

1. On July 5, 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 persons at the hearing a chance to speak and present written statements. The commission also considered reports and recommendations of the city staff. The planning commission recommended that the city council approve the conditional use permit revision.
2. On _____, the city council discussed the proposed conditional use permit revision. They considered reports and recommendations from the planning commission and city staff.

NOW, THEREFORE, BE IT RESOLVED that the city council _____ the above-described conditional use permit revision for the following reasons:

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
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 plans date-stamped May 17, 2011. The city council shall review any major changes proposed. Staff may approve minor changes.
2. The city council shall review this permit in one year.
3. The applicant shall comply with all conditions of the city engineer, building official and fire marshal.
4. The applicant shall revise the landscaping plan for staff approval to provide for a visual buffer along the frontage of the property between the two driveways to block headlights from shining into neighboring properties. This buffer shall be at least three to four feet tall.
5. Site lights and noise shall be controlled to follow the requirements of the city ordinance.
6. This permit includes a parking waiver for the applicant to provide 60 parking spaces with the potential for 23 additional future spaces. If further spaces are needed, the applicant shall restripe the parking lot to provide at least 15 additional spaces at the ends of the proposed parking rows.

The Maplewood City Council adopted this resolution on _____, 2011.

DRAFT
MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, JULY 5, 2011

5. PUBLIC HEARING

a. 7:00 p.m. or later: Conditional Use Permit for the Former Corner Kick Soccer Center Building, 1357 Cope Avenue

- i. Senior Planner, Tom Ekstrand gave the report and answered questions of the commission.
- ii. Applicant, Mike McGrath, addressed and answered questions of the commission.

Chairperson Fischer opened the public hearing.

No one addressed the commission.

Chairperson Fischer closed the public hearing.

Commissioner Yarwood moved to approve the resolution approving a revision for the conditional use permit for 1357 Cope Avenue, the former Corner Kick soccer Center, based on the findings required by city ordinance and subject to the following conditions (the additions are underlined and the deletions are crossed out.):

- ~~1. All construction shall follow the plans date stamped April 6, 2007 and the plans date stamped May 31, 2007. The city council may approve major changes to the plans and city staff may approve minor changes to the plans. Such changes shall include:
 - ~~a. Revising the project plans to meet all the conditions of the city engineer (including the addition of a sidewalk along Cope Avenue) and city staff.~~
 - ~~b. Revising the building elevations as may be required by staff, the Community Design Review Board (CDRB) or the city council.~~~~
- ~~2. The owner or contractor shall start the construction for this permit revision within one year of city council approval or the permit revision shall end. The city council may extend this deadline for one year.~~
- ~~3. The city council shall review this permit revision one year from the date of approval.~~
- ~~4. The owners/operators of the soccer center, the fire marshal and the city building official shall agree on a plan for the soccer center to make the required life safety and building improvements to the existing building. This plan shall include the installation of:
 - ~~a. The required fire protection (sprinkler) systems.~~
 - ~~b. An early warning fire protection system (smoke detection and monitoring).~~
 - ~~c. Additional emergency lights and exit signs (if necessary).~~~~
- ~~5. Have the city engineer approve final construction and engineering plans. These plans shall meet all the conditions and changes that the engineer noted in the memo dated April 23, 2007, including the installation of the sidewalk along Cope Avenue.~~

~~6. The owner or operator shall be responsible for the maintenance and clean up of the ponding areas on their property.~~

~~7. The owner or operator shall post the driveways and drive aisles as no parking zones.~~

~~8. The owner or operator of Corner Kick shall ensure that visitors or users of the facility do not cause disturbances or make unreasonably loud noise in the parking lot that disturb nearby residents. The owner or operator shall submit a plan to city staff for the education of their patrons about behavior outside the center, for the enforcement of noise rules and how they will deal with, control and minimize other disturbances on their property.~~

1. All construction shall follow the plans date-stamped May 17, 2011. The city council shall review any major changes proposed. Staff may approve minor changes.
2. The city council shall review this permit in one year.
3. The applicant shall comply with all conditions of the city engineer, building official and fire marshal.
4. The applicant shall revise the landscaping plan for staff approval to provide for a visual buffer along the frontage of the property between the two driveways to block headlights from shining into neighboring properties. This buffer shall be at least three to four feet tall.
5. Site lights and noise shall be controlled to follow the requirements of the city ordinance.
6. This permit includes a parking waiver for the applicant to provide 60 parking spaces with the potential for 23 additional future spaces. If further spaces are needed, the applicant shall restripe the parking lot to provide at least 15 additional spaces at the ends of the proposed parking rows.

Seconded by Commissioner Desai.

Ayes – All

The motion passed.

This goes to the city council July 25, 2011.

**MINUTES OF THE MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, JUNE 28, 2011**

1. DESIGN REVIEW

a. Former Corner Kick Soccer Center, 1357 Cope Avenue

- i. Senior Planner, Tom Ekstrand gave the report and answered questions of the board.
- ii. Steve Prusha, All Metro Glass, Maplewood addressed the board.

Board member Lamers moved to approve the plans date-stamped May 17, 2011, for the building and site renovations at 1357 Cope Avenue. The city bases this approval on the findings required by the code. This approval is subject to the applicant or contractor doing the following: (changes are underlined.)

1. Repeat this review in two years if the city has not issued a grading permit or a building permit for this project.
2. Before getting a building permit for the exterior improvements the applicant shall provide a revised landscaping plan for staff approval showing the continuation of the landscaping across the entire frontage of the site between the two driveways. This revised plan shall also include a visual buffer along this frontage to block headlights from shining into neighboring properties. The applicant shall also revise the plan to include three trees on the west side of the parking lot to match those proposed along the east lot line. The applicant shall also plant an ornamental tree in each of the parking lot islands.
3. As required by ordinance, if outdoor trash storage is used in the future, the applicant must provide a screening enclosure to keep the dumpster in. The location and design plans shall be subject to staff approval.
4. The applicant shall provide cash escrow or an irrevocable letter of credit in the amount of 150 percent of the cost of the landscaping and other site improvements that may not be installed by occupancy. An irrevocable letter of credit shall include the following provisions.
 - The letter of credit must clearly indicate that it is an irrevocable letter of credit in the name of the City of Maplewood, payable on demand.
 - The letter of credit shall have a stipulation indicating automatic renewal, with notification to the city by certified mail a minimum of 60 days prior to its expiration.
5. The site plan shall be revised for staff approval to provide for 9 ½ foot wide spaces along the front sidewalk for visitor parking as required by ordinance. The applicant shall also provide one additional handicap-accessible parking spot to comply with code.
6. The applicant shall comply with the requirements of the engineering report and any requirements of the city engineer.
7. The applicant shall provide a sample of the proposed screening wall material to staff for approval along with color chips.

Seconded by Board member Ledvina (Board member Ledvina added Conditions 6 and 7 by friendly amendment. Ayes – All

The motion passed.

DRAFT

MEMORANDUM

Agenda Item J3

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
Chuck Ahl, Assistant City Manager
SUBJECT: **Conditional Use Permit, Design Review and Parking Reduction
Authorization for South Metro Human Services Mental Health Care
Facility**
(Simple-majority vote required for approval)
LOCATION: 1111 Viking Drive
DATE: July 18, 2011

INTRODUCTION

Request

South Metro Human Services is requesting approval of a conditional use permit (CUP) to operate the Community Foundations program, a mental health care facility with temporary housing for 16 patients, at the former Ethan Allen furniture store located at 1111 Viking Drive. The proposed therapeutic treatment facility would have 16 transitional housing units as well as space for counseling, clinical and office purposes. The city ordinance requires a CUP for the housing portion of this proposal. The counseling, clinic and office uses are allowed by ordinance.

In addition to the CUP, the applicant has also requested:

- Approval of design plans to remodel the building exterior and add landscaping.
- Approval of a parking waiver for 21 parking spaces. The city code requires 39 parking spaces for this use. There would be 18 spaces provided.

Project Description

The proposed facility would include:

- 16 single room dwellings for clients requiring continuous care and supervision. Each dwelling space would have a kitchenette and bathroom in addition to a studio-style sleeping room.
- Two lounges and private secure patio to encourage clients to participate in group activities.
- A licensed commercial kitchen with a communal dining area to accommodate up to 20 people.
- 8-10 offices for professional staff to alternately be used as offices and counseling spaces.
- Multiple conference rooms for meetings and group therapy trainings.
- Interior common spaces that can be observed from the business/reception office, conference room and one private office. Access to the building would be controlled and supervised by the Business/Reception Office.

- Native exterior landscaping and parking lot to accommodate 16-18 vehicles.
- Secure back entrance and loading dock accessible to commercial kitchen.

DISCUSSION

Neighbor's Comments

Staff sent a questionnaire to the surrounding property owners within 500 feet of this property for their comments about this proposal. Eleven persons responded. Some were beyond the 500 foot mailing radius. The following are the questions and comments we received:

- A commercial neighbor was concerned that the applicant may complain about the nearby commercial activity and commotion. Staff feels that the applicant would be aware of the nature of this neighborhood being a commercial and light industrial area. Trucking noise and such business activity should be expected to occur.
- What will be the affect on property values? Please refer to the discussion below under **CUP Findings for Approval.**
- Might patients of the facility have criminal records? According to the applicant's written reply, this is a potential.
- Might patients be sex offenders? The applicant has responded their program is not a program for sex offenders.
- Might patients be dangerous? The applicant has responded that this is an untrue stigma and not the case.
- Will patients be free to leave and exit the facility? Yes they will.
- Will the applicant wish to expand this facility in the future? The applicant does not feel this is likely since they are limited to serving 16 persons at a time.
- Will the area children be safe? The applicant states that they do not recall any incidents involving their facilities and youth in those neighborhoods.
- If this is approved, will it hinder the future redevelopment of this area? Staff does not see that this use would impact any future redevelopment efforts should that come about.
- Has there been any record of clients harming others in their current neighborhoods? The applicant feels their residents are more vulnerable to any harm than the other way around.
- Is there Section 8 housing proposed near County Road C and Highway 61 west of the park and ride? No, there is no such proposal. Furthermore, there is no proposal for any sort of development in that area.
- What are the notification rules? Several residents commented/complained that they were not notified directly of this proposal. State law requires that we notify to a distance of 350 feet. The city's policy is to notify to a distance of 500 feet from the proposed site. We also posted a "Proposed Development" sign on the subject property to additionally inform neighbors. We are happy that those who lived beyond our already increased mailing radius commented by email or phone call to give us their comments about this proposal.

- The quality of the staff in such facilities is typically low. What is the staff like? The applicant explains that their staff “are on site 24/7 and fully credentialed and have years of experience working with the population we serve.”
- Patients of this facility may get hit on the busy highways like deer. This is one neighbors concern. Staff has no comment.
- Why doesn't the applicant renovate one of their existing facilities rather than open this one? This is the applicant's choice. Staff has no comment.
- I don't want this in my backyard. Staff has no comment.

Staff Comments

Engineering Department

John Jarosch, staff engineer, reviewed this proposal and has the following list of requirements for this proposal:

1. An exterior site plan shall be submitted for approval detailing the extents of all exterior improvements including pavement removals, new pavement areas, proposed grading, erosion control, drainage flow arrows, and permanent stabilization of all disturbed areas.
2. The developer shall provide information regarding the change in impervious areas (paved areas, patio, etc.) on the exterior of the site. If there is an increase in impervious areas on the site, additional measures may be required to reduce the volume of storm-water runoff.
3. The developer shall provide flow rate information for the increase in sanitary sewer usage from the proposed development.
4. The developer shall submit plans to Saint Paul Regional Water Service for the water service upgrades to ensure their standards are met.
5. The developer shall submit plans detailing the water and sewer service connections to the main-lines. These plans shall include detail regarding the size, depth, slope, and location of the proposed services.
6. The developer shall submit plans detailing the restoration of Gervais Avenue after the installation of the new services. The restoration of Gervais Avenue will be subject to the requirements of the City of Maplewood's Right-of-Way ordinance.
7. The developer shall submit a traffic control plan detailing how traffic will be detoured around Gervais Avenue during the installation of sanitary and water services.
8. The owner and project engineer shall satisfy the requirements of all other permitting agencies.

Building Official

Dave Fisher, the Maplewood Building Official, had the following comments:

- The city will require a complete building code analysis from a design professional. This will include items such as fire separation, exiting, occupant loads, bathroom counts and any updates resulting from this change in use.
- Building/construction plans are required by a registered design professional.
- Verification that the mechanical system meets code requirements is required.
- Verification of adequate bathroom facilities is required.
- The building is required to have an automatic fire suppression system. Verify that the coverage is adequate for this use.
- Provide a fire alarm system. Verify these requirements with Butch Gervais, the Maplewood Assistant Fire Chief/Fire Marshal.
- Handicap-accessible parking is required.
- A handicap-accessible elevator is required.
- The contractor shall have a pre-construction meeting with the city staff.

Assistant Fire Chief/Fire Marshal

- Install fire protection per code requirements.
- Install fire alarm per code requirements.
- Any doors that are locked 24/7 so people can't leave the facility must operate according to code if any fire alarms are activated.
- There shall be proper exit signs and emergency lights.
- A fire department lock box shall be installed.
- The sprinkler-control room needs to be clearly marked.
- The alarm-control room needs to be clearly marked.
- If there is any area where biohazard is being stored it must be clearly marked. These are areas where biohazard materials and sharp containers are stored.

Police

One of the findings for approval of a CUP that the city ordinance requires is that the proposed use must not create excessive additional costs for public services. When staff first reviewed this proposal, we recommended denial of the CUP since we were anticipating more than a normal amount of police calls to the proposed facility. Staff and the applicant then spent the next several weeks looking further into the number and the nature of such police calls to the applicant's existing facilities. The applicant provided data from two additional facilities for a better analysis as to the number and type of police calls that could be anticipated by the proposed Maplewood clinic.

The additional facilities reviewed were the ReEntry House in Minneapolis, a 16-bed facility and the Carlson Drake House in Bloomington, a 12-bed facility. Both of these facilities are operated by the director of clinical services with South Metro Human Services. Refer to the attached letter from Mr. Terry M. Schneider and the Minneapolis Police Department Calls for Service Report. In his letter, Mr. Schneider provided data that both of these facilities generated 30 to 40 calls per year. Chief Thomalla checked on the applicant's data and verified those figures were accurate. Please refer to Chief Thomalla's memo dated June 28, 2011.

Staff's solution is, since the city will be providing police service at somewhat of a higher occurrence than other businesses and clinics, it would be reasonable to require that the applicant pay for this increased cost for police service. Staff has worked out an agreement for the applicant to pay an assessment totaling \$10,000 over a ten year period to offset this increase in public service cost to the city. After ten years, the agreement would end and there would be no further special assessment. Based on this agreement, staff is satisfied that the CUP requirement for "no excessive additional costs for public services" would be met.

City Attorney

State and federal laws, such as the Fair Housing Act, protect such facilities from arbitrary and capricious treatment by a city. The planning commission's recommendation must be based on the findings for approval from the city ordinance and not based on any speculation about the proposed use. Under Minnesota Law, Section 245A.11, the use as proposed cannot be denied on zoning grounds:

Subdivision 3. Permitted multifamily residential use.

Unless otherwise provided in any town, municipal, or county zoning regulation, a licensed residential program with a licensed capacity of seven to 16 persons shall be considered a permitted multifamily residential use of property for the purposes of zoning and other land use regulations. A town, municipal, or county zoning authority may require a conditional use or special use permit to assure proper maintenance and operation of a residential program.

Conditions imposed on the residential program must not be more restrictive than those imposed on other conditional uses or special uses of residential property in the same zones, unless the additional conditions are necessary to protect the health and safety of the persons being served by the program. Nothing in this chapter shall be construed to exclude or prohibit residential programs from single-family zones if otherwise permitted by local zoning regulations.

CUP Findings for Approval

The zoning ordinance requires that, in order to approve a CUP, the city council determine that all nine "standards" for CUP approval must be met. These state that it must be determined by the city that the proposed use would:

- Comply with the city's comprehensive plan and zoning code.
- Maintain the existing or planned character of the neighborhood.
- Not depreciate property values.
- Not cause any disturbance or nuisance.
- Not cause excessive traffic.
- Be served by adequate public facilities and police/fire protection.
- Not create excessive additional costs for public services.
- Maximize and preserve the site's natural and scenic features.
- Not cause adverse environmental effects.

Impact on Property Values

At the public hearing, there was considerable discussion regarding this proposal's potential impact on property values. Following the hearing with the planning commission, staff discussed this point with the Mr. Stephen Baker, the County Assessor, to reaffirm the information staff presented in the previous report. Staff had stated that the assessor's office did not feel that the proposed use would affect the property values of homes since they were not in close proximity to the proposed site. Mr. Baker further stated, "the assessor's office has not done any in-depth analysis of this location. In the past, these types of uses have not been found to negatively impact surrounding values and, given the geography of this neighborhood, we wouldn't expect this to be any more likely to impact value."

Staff also spoke to Mr. Dave Haley, Assistant to the Director of the Ramsey County Human Services Department, about this proposal and any possible property-value impact on the neighborhood. Mr. Haley stated this is a common concern when such facilities are proposed in neighborhoods. He commented that there has been no evidence to verify any negative effect on home values. Mr. Haley provided staff with a synopsis of three studies that dealt with programs serving individuals with mental illness. These studies did not show any drop in property values. Please refer to the attached Property Value Impact Studies summary.

Summary

The proposed use would meet the criteria to approve a CUP. As discussed above, after a further analysis about potential police calls and the applicant's agreement to pay an assessment for such police service calls, staff is satisfied that there would be no excessive additional costs for public services.

Based on input from the Ramsey County Assessor and the Ramsey County Human Services Department, there has been no evidence found that indicates that a facility like the proposed mental health care clinic would adversely impact the property values of homes in this area.

COMMISSION ACTIONS

April 26, 2011: The CDRB moved to approve the design and landscaping changes and to recommend approval of the parking waiver.

July 5, 2011: The planning commission recommended approval of this proposal on a four to three vote. The three members who voted against the proposal had concerns about the potential impact on property values and the potential for police calls to the proposed facility and concerns regarding what the proposed facility may do to the character of the neighborhood.

BUDGET IMPACT

None

RECOMMENDATION

1. Adopt the resolution approving a conditional use permit for a 16-room transitional housing facility in conjunction with a proposed mental health care clinic at 1111 Viking Drive. Approval is based on the findings required by ordinance and subject to the following conditions:

- a. All construction shall follow the site plan approved by the city. Staff may approve minor changes.
 - b. 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.
 - c. The city council shall review this permit in one year.
 - d. Before the applicant obtains a building permit, they shall sign an agreement with the city agreeing to pay an annual assessment of \$1,000 per year for ten years to defray the cost of police calls to the facility.
 - e. Additional housing units cannot be added without a revision of this permit.
 - f. The applicant shall provide on-site staffing 24 hours a day and 365 days a year.
2. Approve the plans date-stamped March 17, 2011 for the proposed building, site and landscaping improvements to the former Ethan Allen Building, located at 1111 Viking Drive. Approval is based on the findings required by ordinance and subject to the applicant doing the following:
- a. Revise the site plan to reduce the amount of paving from the on-site impervious surface to under 60 percent of the total site. The applicant shall submit this revised site plan to staff prior to getting a building permit.
 - b. The applicant shall comply with the requirements of the building official and assistant fire fire chief and those in the city's engineering report prepared by Jon Jarosch, staff engineer.
 - c. As required by ordinance, if outdoor trash storage is used in the future, the applicant must provide a screening enclosure to keep the dumpster in. The location and design plans shall be subject to staff approval.
 - d. The applicant shall provide a site landscaping plan and work with city staff to soften the feel of the building on all four sides, prior to getting a building permit.
 - e. The applicant shall remove the existing pylon sign and add one additional parking stall in that space, prior to occupancy.
 - f. The applicant shall provide cash escrow or an irrevocable letter of credit in the amount of 150 percent of the cost of the landscaping and other site improvements that may not be installed by occupancy. An irrevocable letter of credit shall include the following provisions:
 - The letter of credit must clearly indicate that it is an irrevocable letter of credit in the name of the City of Maplewood, payable on demand.
 - The letter of credit shall have a stipulation indicating automatic renewal, with notification to the city by certified mail a minimum of 60 days prior to its expiration.

3. Approval of a parking waiver to have 21 parking stalls fewer than are required by city ordinance. This approval is based on the applicant's parking needs for six staff, one transport vehicle and occasional visitors. If a parking shortage develops, the applicant shall provide more parking spaces on the site or gain them by lease agreement from neighboring properties. Staff shall approve any revision to the available parking either by site plan revision or by parking agreement with neighbors.

CITIZEN COMMENTS

Staff surveyed the owners of the 18 properties within 500 feet of the proposed facility. Staff received replies from others in neighborhood beyond this mailing radius as well. In all, staff received 11 replies, two were in favor, five were opposed and four gave comments or raised questions, but took no stance either for or against the proposal.

In Favor

1. We have no objections to this proposal. (Second Harvest Heartland)
2. I am fine with the proposed facility, however, our building is an active warehouse facility with many trucks and noise next door to this facility. Trucks also use the road right next to the proposed facility. This has never been an issue in the past as the building was for retail. If used as a residential facility, I would not want complaints of noise and truck traffic to impact on our building being used as it always has been—an active warehouse. I hope those considering this location for residential purposes fully acknowledge this in seeking this change. (Eric Larson)

Opposed

1. We do not want a mental house too close to our home. It will affect property values and could have other problems too. (Pisanu and Vipa Sukhtipyaroge)
2. Some neighbors and I have the following concerns:
 - Have any of the potential clients ever been convicted of a serious crime?
 - Are any of the clients sex offenders?
 - Are the clients dangerous?
 - Will the clients be confined to the facility? Will they be taking walks outside or around the neighborhood? Will family members be visiting hence talking walks outside?
 - If approved will the facility want to expand making the facility closer to the neighborhood?
 - We are concerned that having such a facility so close to the neighborhood might impact resale value on homes?
 - We have a young child in our household and we are very worried about having such a facility so close to our house. We never would have built a house knowing that a Mental Health Treatment Facility was so close. We feel that such a facility would be better suited somewhere else. There are approximately 37 children in the neighborhood (Cypress, Sextant, Demont and Adele Streets) and a daycare located in the neighborhood on Cypress. We are very concerned for the children in the neighborhood. (Kelly Ubel)
3. Refer to the two emails from Becky Bergerson.
4. Refer to the email reply from Kathy Kleve.
5. Refer to the email reply from Richard Kleve.

Comments, Questions and Concerns (these replies were neither for nor against)

1. If this is allowed, would it help to set the character of the neighborhood more so than it is now and make it more difficult for any neighborhood redevelopment? What kind of security would the facility have? (Huey's Saloon and Grill)
2. Since 1987 (when they started) have they had any serious problems with people getting lose or harming anyone outside of their property? (Eugene and Jeannette Kern)
3. Much to my surprise I was informed by a neighbor tonight that there is Section 8 housing going in across from the park and ride on County Road C and 61 next to the trailer park. In addition I have heard but not confirmed that the old Ethan Allen building by Huey's may be a new location for people with issues in transition. As a Maplewood community member for 17 years this is of great concern to me. This would mean on one big block there would be Section 8, a trailer park and whatever may be going into Ethan Allen. (Bonnie and Dan Keran)
4. I run a family based daycare out of my home. I am concerned about how available the residents would be to the neighborhood. If they would have access to Kohlman Park and be able to roam through the neighborhood. Would any sexual predators be part of the rehabilitation program? When is the proposed date for the facility to open? How would this affect the value of our homes? I have 8 daycare families that would be interested in some more information as well. (Michelle Dansky)

REFERENCE INFORMATION

SITE DESCRIPTION

Site size: 25,700 square feet
Existing land use: The former Ethan Allen Furniture Store now vacant

SURROUNDING LAND USES

North: Gervais Avenue, single dwelling, K&W Roll-offs, the Northernaire Motel, Huey's Saloon and Grill and Sunset Realty

South: Highway 36 and Keller Lake

East: Highway 61 and Second Harvest Heartland

West: Thomas Tool Company (now vacant), Links Paint and Promotional Resources and Hermanson Dental

PLANNING

Land Use Plan designation: C (commercial)
Zoning: M1 (light manufacturing)

CODE REQUIREMENTS

Section 44-1092(3) of the city ordinances requires a CUP for residential programs.

Findings for CUP Approval

Section 44-1097(a) requires that the city council base approval of a CUP on nine findings. Refer to the nine standards for CUP approval included in the attachments.

APPLICATION DATE

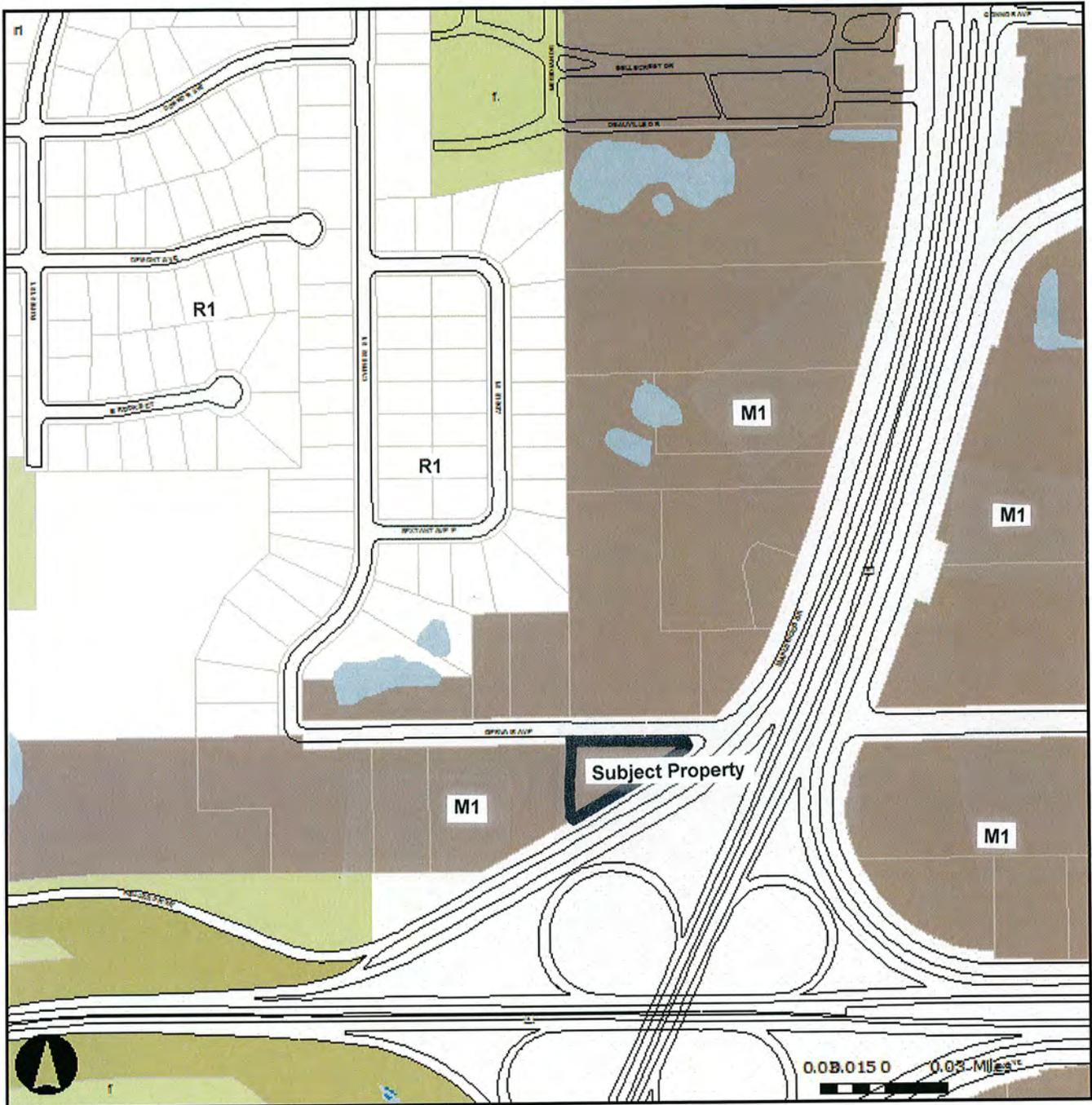
The application for this request was complete on March 17, 2011. Staff extended the review period once for 60 days and the applicant agreed to a second 60-day extension. The deadline for action by the city council is now September 13, 2011.

p:\sec9\South Metro Human CUP CC Report 7 11 te

Attachments:

1. Location/Zoning Map
2. Land Use Plan Map
3. Site Plan
4. Applicant's Written Narrative date-stamped June 24, 2011
5. Letter from Terry M. Schneider dated May 23, 2011
6. Calls For Service Report regarding the ReEntry House, 3000 Minnehaha Avenue
7. Chief Thomalla's Memo dated June 28, 2011
8. Applicant's Response to the Neighbors' Concerns date-stamped April 6, 2011
9. Email Responses from Becky Bergerson dated March 29 and March 31, 2011
10. Email Response from Kathy Kleve dated March 29, 2011
11. Email Response from Richard Kleve dated March 29, 2011
12. Email Response from Mark Warner dated July 5, 2011
13. Email Response from Katie Rivard dated July 5, 2011
14. Email Response from Becky Bergerson dated July 5, 2011
15. Email Response from Karl Clothier dated July 5, 2011
16. Engineering Report from Jon Jarosch dated April 1, 2011
17. Property Value Impact Studies
18. Conditional Use Permit Resolution

Location/Zoning Map



Copyright

MaplewoodBaseMap

Chad Bergo

Parcels: This data set is available to everyone. Fees and policy are published in the Ramsey County Fee Schedule. Charges are variable and are subject to change. See the Ramsey County Fee Schedule for specific information on fees and policy.

Kohlman Lake - Future Land Use Map

-  Rural/ Low Density Residential (0.5 - 1.5 Units per Acre)
-  Low Density Residential (2.6 - 6.0 Units per Acre)
-  Medium Density Residential (6.1 - 10.0 Units per Acre)
-  High Density Residential (10.1 - 25.0 Units per Acre)
-  Mixed Use (6.0 - 31.0 Units per Acre)

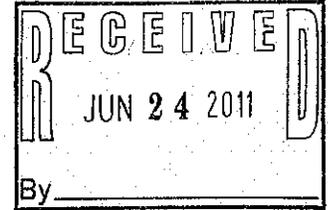
-  Commercial
-  Industrial
-  Government
-  Institutional
-  Park
-  Open Space
-  Water

Neighborhoods
January 25, 2010



PROPOSED
COMMUNITY FOUNDATIONS
1111 VIKING DRIVE

**South Metro Human Services
Community Foundations
1111 Viking Drive East
Conditional Use Permit Application**



South Metro Human Services (SMHS) is requesting a Conditional Use Permit for the 1111 Viking Drive property to be the new home of the Community Foundations program that has served mentally ill individuals in Ramsey County since 1987. SMHS will undertake a \$2.5 million rehabilitation of this long vacant property, the former "Ethan Allen" retail store, and transform it into a therapeutic treatment facility with 16 units of transitional housing and 2,500 square feet of counseling, meeting, and office space.

Since 1987 South Metro Human Services has operated the Community Foundations program in a four-story turn of the century apartment building in Saint Paul. This facility is one of Minnesota's oldest Intensive Residential Treatment Services (IRTS) facilities and has effectively served over 550 individuals in its 24-year history. SMHS and its funding partner, the Minnesota Department of Human Services (MN DHS), believe it is time to transition the Community Foundations program to a state of the art facility and location that would better meet the needs of the clients and the community. The goal is to upgrade the facility by locating it in a suburban location that can provide a safer and more dignified housing option that is better suited for treatment, stabilization, and recovery.

The proposed rehabilitation of 1111 Viking Drive East in Maplewood would include:

- 16 single room dwellings for clients requiring continuous care and supervision. Each dwelling space includes a kitchenette and bathroom in addition to a studio-style sleeping room.
- Two lounges and private secure patio to encourage clients to participate in group activities.
- A licensed commercial kitchen with a communal dining area to accommodate up to 20 people.
- 8-10 offices for professional staff to alternately be used as offices and counseling spaces.
- Multiple conference rooms for meetings and group therapy trainings.
- Interior common spaces that can be observed from the Business/Reception Office, Conference Room and one private office. Access to the building is controlled and supervised by the Business/Reception Office.
- Native exterior landscaping and parking lot to accommodate 16-18 vehicles
- Secure back entrance and loading dock accessible to commercial kitchen

Intensive Residential Treatment Services (IRTS)

There are an estimated 42,000 adults in Ramsey County who suffer with a serious mental illness. Community Foundations is one of six IRTS programs in Ramsey County licensed by the Minnesota Department of Human Services (MN DHS). IRTS exist to provide time-limited mental health services in a residential setting to recipients in need of more a

restrictive environment (versus community settings) and at risk of significant functional deterioration if they do not receive these services. IRTS are designed to develop and enhance psychiatric stability, personal and emotional adjustment, self-sufficiency, and skills to live in a more independent setting. The efforts and compassion of programs like Community Foundations coupled with the courage and persistence of people with SPMI demonstrate that many clients can do well in the community with adequate support and services.

The Community Foundations program offers a full range of treatment service components in order to provide comprehensive 24 hour treatment and care. The facility is licensed to provide housing for no more than 16 residents at a time (approximately 70 unduplicated clients per year) for a maximum of 90 days (average stay is 48 days). Clients come diagnosed with a range of a serious and persistent mental illness including Major Depressive Disorders (25% in 2010), Bi-Polar Disorder (13%); Schizoaffective Disorders (38%) and Schizophrenia (19%). The services provided are designed to promote individual choice and active involvement in the treatment process. These treatment service components are designed to promote recovery and psychiatric stability through the use of established rehabilitative principles and best practices based on contemporary research. The service is intended to be short term and directed toward transition to a more permanent living situation.

South Metro Human Services

South Metro Human Services has a long and respected history of providing clinical mental health services to adults in Ramsey County. SMHS is a tax exempt, non-profit agency founded in 1986 and opened its first program Community Foundations in 1987. Currently, SMHS has several hundred employees and serves over 2,500 clients per year in Ramsey, Hennepin, Anoka, Washington and Dakota Counties. SMHS has become one of the largest providers of mental health support services to low-income and formerly homeless adults living independently in Ramsey County. In 1988, SMHS expanded by opening the ACCESS program which works with mentally ill persons who are experiencing homelessness in Ramsey County. Also in 1988, SMHS became one of the providers of Rule 79 Case Management services in Ramsey County. Over the next ten years, the number of SMHS programs increased in Ramsey County by providing Chemical Dependence Case Management, Housing Services Programs, Representative Payee Services, CADI/TBI Case Management and Pre-Petition Screening. The largest growth period began in 2003 with the addition of the Adult Foster Care Program and the opening of the Dayton house in St. Paul. In 2005, SMHS added Assertive Community Treatment teams in Ramsey, Hennepin and Anoka counties as well as the creation of the Adult Rehabilitative Mental Health Services [ARMHS] program.

City of Maplewood's Criteria for Approval

The proposed use of the property meets and exceeds all of the City of Maplewood's Criteria for Approval including:

1. The use will be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
 - This facility use meets the following goals outlined in Maplewood's Housing Action Plan including to:
 - Provide for the housing and service needs of a disabled population
 - Provide housing and services to meet the needs of non-traditional households
 - The building will be designed and constructed with respect to the Maplewood's Design Review requirements and the International Building Code.
 - Reuse of this existing building as a mental health treatment facility is in an area designated as Light Manufacturing in the City's Land Use and Zoning Maps. Consisting largely of commercial activities, i.e. counseling, mental/medical treatment and office space, the transitional housing use is allowed under a conditional use permit.
 - South Metro Human Services owns numerous properties (primarily Adult Foster Care Homes) in the metro area that demonstrate a practice of exemplary property maintenance.
2. The use would not change the existing or planned character of the surrounding area.
 - The proposed use is a short term residential treatment facility and the supporting offices for SMHS staff.
 - The proposed design and rehabilitation of the property will work within the existing character and not alter the architectural footprint of the current building structure.
 - The proposed design and rehabilitation of the property includes minimal exterior alterations and will have only positive impact on the existing character of the surrounding area.
3. The use would not depreciate property values.
 - Currently there is no data that suggests the proposed use would have any positive or negative effect on property values.
 - The proposed rehabilitation of this long vacant property includes a significant financial investment to improve interior and exterior features of an essentially bare commercial structure.
 - SMHS, even though it is a 501c3 non-profit organization, pays property taxes on all of it's properties.
 - The building interior will be completely remodeled in a manner and with durable materials appropriate to long term use of the facility.
 - The building exterior will be enhanced with additional windows, a skylight, a new entry and renovated wall surfaces.
 - The appearance and value of the building will be enhanced with landscaping, retaining walls, a patio, and fencing.
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.

- The property will be properly maintained and the proposed use will not be 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..
 - A minimum of 2 staff members will be on site 24 hour per day. SMHS staff will take every step to monitor residents so that they do not adversely affect the surrounding community. Many assume that individuals with mental illness will cause additional nuisance, commit criminal acts and exhibit violent unpredictable behavior in the community where they reside. Our experience, statistics and contemporary research indicate that this stigma is simply not true and that individuals in treatment for SPMI are more likely victims of crimes rather than perpetrators.
5. The use would generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.
- It is anticipated that approximately 30 vehicular trips will be made to and from the facility in a twenty-four hour period.
 - Automobile traffic generated by the proposed use will be minimal. During the day, no more than ten staff members will be on site. At night two staff members will be present onsite.
 - While most residents do not have personal use of automobiles, they will occasionally have visitors.
 - Occasional deliveries will be made at an anticipated frequency of less than two deliveries per day.
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.
- This program will have minimal impact on public facilities and services including streets, fire protection, drainage structures, water and sewer systems, schools and parks.
 - Over a period of roughly one year the Community Foundations program made an average of 10.6 calls per month to 911. Many of these did not require an on site response. The new facility is expected to require less support by law enforcement due to improved building design, plus a site lacking negative urban influences and a more isolated location
 - To provide for increase plumbing required for the proposed use and for the additional of a fire protection system, the water and sewer capacities will need to be increased.
7. The use would not create excessive additional costs for public facilities or services.
- Additional costs of water and sewer service will be paid by South Metro, the building owner.

- No extraordinary impacts on public facilities or services are anticipated.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
- Impervious surfaces on the site will be reduced.
 - Storm water management on the site will be improved to meet current requirements.
 - Changes to the existing building will be primarily aesthetic improvements.
9. The use would cause minimal adverse environmental effects.
- No adverse environmental effects are associated with the proposed use.
 - Potential adverse environmental impacts of construction will be mitigated.

Date: 5/23/2011

To: Tom Ekstrand, Planning Department
Chuck Ahl, Assistant City Attorney
David J. Tomalla, Chief of Police

Re: Conditional Use Permit
Mitigation of 911 calls

This note is a follow-up to our meeting today to discuss 911 use at our proposed site in Maplewood. At a previous meeting we had reported that our current site in St Paul is negatively impacted by the neighborhood and the lack of single beds, resulting in higher 911 calls. Chief Tomalla wanted to review other programs that were similar to our St Paul program to see how many 911 calls were made in those programs.

ReEntry House, a 16-bed facility in Minneapolis and Carlson Drake House, a 12-bed facility in Bloomington were used for comparison, both of these programs are operated by SMHS's Director of Clinical Services. The programs served the same population with the same treatment strategies.

ReEntry House has all single rooms and multiple client lounges. The neighborhood is significantly better than our St Paul site, but there is still an element of crime in the area. ReEntry House had 29 calls from 5/9/2010 – 5/10/11, (police report attached). Chief Tomalla reported 32 calls for ReEntry; the difference is most likely due to a slightly different time period.

Carlson Drake House is located in the best neighborhood of the 3 current sites. It does not, however have single rooms. It has multiple lounges, although they are not as far apart as the lounges at ReEntry House. Our records at Carlson Drake show 35 calls to 911, while Chief Tomalla reports 40 calls - again most likely due to slightly different time frames.

The proposed site in Maplewood would have the benefit of a good location and the best interior layout of all of the locations. The proposed site would have all single rooms, multiple lounges located far enough away from the other lounges, monitored exits, and adequate space for treatment. We would expect the 911 usage to be consistent with ReEntry House and Carlson Drake House, in the 30-40 calls per year range.



Terry M. Schneider, MA
Licensed Psychologist
Director of Clinical Services

**Minneapolis Police Department
Strategic Information Crime Management Division**

3000 Minnehaha Ave., Minneapolis, MN 55406
(612) 673-3082

CALLS FOR SERVICE REPORT

Date range: 5/9/2010 through 5/10/2011

Run date: 5/11/2011

Call count: 29

Pct 5

ADDRESS: 5812 LYNDALE AV S

Date/time	Problem	Disposition	Case #	Apt./Flr.
5/23/2010 7:09:26 AM	Emotionally Disturb Person	Report	10-145039	
6/2/2010 4:53:00 PM	Attempt Pick-Up	Gone on Arrival	10-157372	
6/20/2010 1:18:55 PM	Emotionally Disturb Person	Transport	10-179200	
6/27/2010 6:18:28 AM	Disturbance	All OK	10-187459	
7/14/2010 8:44:18 AM	Overdose-Accidental (E)	No Service	10-208541	
7/21/2010 8:14:38 AM	Missing Person	Report	10-216949	
7/22/2010 6:52:30 AM	Missing Person	Report	10-218135	
7/23/2010 3:34:32 PM	Emotionally Disturb Person	Transport	10-219841	
7/24/2010 6:12:38 PM	Attempted Suicide	Assist	10-221227	
7/26/2010 5:23:09 PM	Fight	Advised	10-223422	
8/14/2010 10:47:00 PM	Suspicious Person	Advised	10-246612	
10/22/2010 8:16:02 PM	Emotionally Disturb Person	Assist	10-323728	
10/24/2010 11:19:34 PM	Emotionally Disturb Person	Transport	10-325704	
11/15/2010 7:00:04 PM	Assist EMS Personnel	Assist	10-347370	
11/19/2010 3:01:43 PM	Receive Information	Assist	10-351261	
11/19/2010 9:37:46 PM	Check the Welfare	Report	10-351615	
11/22/2010 8:39:26 PM	Theft - Report Only	Report	10-354137	
11/29/2010 6:19:02 AM	Suspicious Person		10-359047	
12/1/2010 11:55:48 AM	Recover Vehicle	Report	10-360918	
12/1/2010 3:28:36 PM	Unwanted Person	Gone on Arrival	10-361083	
12/4/2010 5:07:45 PM	Unwanted Person		10-363817	
12/8/2010 9:59:52 AM	Assault Report Only	Advised	10-366967	
12/26/2010 2:57:47 AM	Missing Person	Report	10-382007	
12/27/2010 4:36:08 AM	Suspicious Person	Gone on Arrival	10-382656	
1/3/2011 8:31:36 PM	Assist EMS Personnel	Assist	11-002525	
1/8/2011 5:09:02 PM	Tenant Trouble	Report	11-007155	
1/10/2011 3:59:20 AM	Attempted Suicide	Assist	11-008332	
1/18/2011 3:19:19 PM	Emotionally Disturb Person	Assist	11-015864	
3/31/2011 12:35:31 AM	Emotionally Disturb Person	Assist	11-085306	

Memo

To: Tom Ekstrand
From: David J. Thomalla, Chief of Police
CC: Chuck Ahl, Assistant City Manager
Date: 6/28/2011
Re: Additional Research on Police Calls to South Metro Human Services

Following our meeting on May 5 with representatives for the South Metro Human Services project, I re-examined the statistics provided by the St. Paul Police Department at the behest of the representatives. Each call listed was looked at individually to determine the amount of staff time spent.

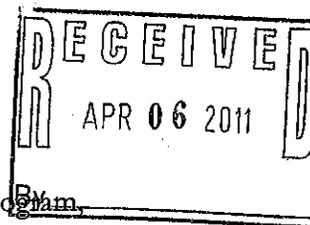
I looked at the amount of time spent on calls by the SPPD, in light of the claim that many of the calls did not result in the response of a squad car. Despite the lack of a response, any call results in staff time being required. Of the 147 calls for service originally mentioned, 37 required an initial response of less than one minute, which means the initial report was probably submitted directly to the records department and a case number was generated. Many of these brief calls resulted in a follow-up supplement report for which the time spent is not tracked. Five of the calls listed resulted in a zero time consumption, most likely due to a cancellation or a call for which a duplicate case number was drawn.

The total amount of time spent on the calls made to this address in just over one year was 71.4 hours.

This company also operates facilities in Bloomington and Minneapolis. Neither of these departments could provide time spent details on the calls in their cities. The Bloomington facility at 5414 Old Shakopee Circle West generated 40 calls for service during the March 1, 2010 and March 21, 2011 time period. This is a 12 bed facility. During the same time period the 16 bed Minneapolis facility generated 32 calls for service.

**APPLICANT'S RESPONSE TO
NEIGHBOR'S CONCERNS**

Attachment 8



- 1. Have any of the potential clients ever been convicted of a serious crime?**
- 2. Are any of the clients sex offenders?**
- 3. Are the clients dangerous?**

First of all, we stress that Community Foundations is a mental health treatment program, not a corrections program or a program that treats sex offenders. This program serves adult men and women for whom maintaining independent living stability in the community has been an ongoing challenge because of mental illness. The goal of the program is to provide an alternative to hospitalization and offer mental health treatment that will help the client transition to a permanent, appropriate and dignified housing situation in the community.

As a community mental health services program licensed by the Minnesota Department of Human Services, Community Foundations is held to specific treatment planning standards and performance outcomes. The staff that are on-site 24/7 are fully credentialed and have years of experience working with the population we serve. As part of the required treatment planning prior to admission of each resident, the facility staff complete a diagnostic assessment and an Individual Abuse Prevention Plan. These assessments detail the applicant's immediate needs and personal history, including needs related to his or her health and safety, past medical treatment and previous legal issues. If an applicant has a criminal record, it is reviewed as part of this process...it is not automatically a cause for denial. The assessment determines whether the individual is of immediate risk to themselves, to other program participants, to South Metro staff or of risk to the residents of the surrounding community. Once this is established it is then determined if Community Foundations is an appropriate treatment option for them moving forward. Not all referrals are accepted into the program.

Community Foundations is not a program for sex offenders. The program has never had a sexual crime involving a Community Foundations participant against a resident of the surrounding community. Further more, we do not serve any level 3 offenders, but as licensed facility, Community Foundations would be required to notify the neighborhood if we had a level 3 offender. Sexual offenses that have been reported to police have involved program participants as victims, not perpetrators of a crime.

We understand that many fear that individuals with mental illness will commit criminal acts and exhibit violent, unpredictable behavior in the community where they reside. Our experience, statistics and contemporary research indicate that this stigma is simply not true and that individuals in treatment for mental illness are more likely victims of crimes rather than perpetrators.

- 4. Will the clients be confined to the facility? Will they be taking walks outside or around the neighborhood? Will family members be visiting hence talking walks around the neighborhood?**

Clients are not confined to the facility and are free to leave the facility at any time. A minimum of 2 staff members are on site 24 hours per day and staff do take every step to monitor participants to guarantee each participants safety.

Because this is a short-term treatment program (max 90 days), the primary focus is stabilization and treatment. Individuals in the program have a relatively full schedule meeting with caseworkers, attending psychiatric appointments and participating in a variety of groups. At the current site, which is located immediately adjacent to other residential property, participants do not typically go for "leisure" walks in the neighborhood. We believe that at the Viking Drive site this will stay consistent. Current staff does not recall any negative interaction between participants and the neighbors. We also believe with improved living facilities and attractive common spaces, including a secure back patio, program participants will be encouraged to spend more time within the confines of the facility addressing their needs.

We expect that program participants will on occasion walk along the frontage road when accessing public transportation at the Park and Ride on Route 61. We believe use of public transportation will be infrequent because most of the transportation needs of residents to and from the facility will be handled by South Metro staff (the facility has a van), community case-workers, friends, family or medical transportation programs. We believe they will be less likely to venture into the surrounding residential neighborhood.

5. If approved will the facility want to expand making the facility closer to the neighborhood?

No. IRTS facilities may serve a maximum of 16 individuals at a time and the rehab of this building is designed for this purpose.

6. We are concerned that having such a facility so close to the neighborhood might impact resale value on homes.

Currently there is no data that suggests the proposed use would have any positive or negative effect on property values.

If anything we believe we are adding value by purchasing and rehabilitating a long vacant property. The proposed rehabilitation of this long vacant property includes a significant financial investment to improve interior and exterior features of an essentially bare commercial structure. The building interior will be completely remodeled with durable materials in a manner appropriate to long-term use of the facility. The building exterior will be enhanced with additional windows, a skylight, a new entry and renovated wall surfaces. The appearance and value of the building will be enhanced with landscaping, retaining walls, a patio, and fencing. There will be no exterior signage to indicate the nature of use of the facility.

Concerns for children in the neighborhood

Currently, Community Foundations exists in a residential neighborhood with a population of children equal to and probably greater than the neighborhood adjacent to 1111 Viking Drive. The facility is also adjacent to the Mt. Airy Homes public housing community that has a high density of children. Staff do not recall any incidents involving Community Foundations and youth from the community.

Tom Ekstrand

From: Bergerson, Becky [Becky.Bergerson@capella.edu]
Sent: Tuesday, March 29, 2011 3:11 PM
To: Tom Ekstrand
Subject: Proposed Mental Health Treatment Facility

Attachment 9

Categories: Red Category

Hi Tom,

I am writing in regards to the South Metro Human Services proposal submitted earlier this month. I live in the residential neighborhood immediately adjacent to the business area that includes the old Ethan Allen facility.

I am planning to submit formal comments but first have a few questions:

1. What are the notification rules for a proposal such as this? My house is .3 miles (driving) from the location in question, but I did not receive any information first-hand. One of my neighbors heard about this from yet another neighbor (who might live slightly closer as the crow flies but further driving-wise) and passed out copies of your letter. I am concerned.
2. Would the proposed facility be locked down, or would residents be able to come and go as they please?
3. If a registered sex offender were to take up residence in this facility, would the neighborhood be notified or would the offender be somehow "protected" as a transitional resident of the treatment facility?

From: Bergerson, Becky [Becky.Bergerson@capella.edu]
Sent: Thursday, March 31, 2011 9:43 AM
To: Tom Ekstrand
Subject: I object to the proposed mental health treatment facility

Hello,

My name is Becky Bergerson and I reside at 2471 Cypress Street in Maplewood. My spouse's name is Kevin, and we have two small children (18 months and 4 months). We purchased our home in October 2006. Kevin works as a Director of Marketing at the Sportsman's Guide in South St. Paul and I am an Analyst at Capella University in downtown Minneapolis. We work hard, take care of our home, and follow the rules. We are good people and good citizens.

It took us a long time to find our home. We wanted it "all," a nice newer house in a quiet neighborhood filled with kids, a great backyard, good schools, lakes and parks close by, etc. We felt very fortunate to find our home...and we paid a considerable amount of money for all of these great things. We would never have chosen this location if there were a mental health residential facility within .3 miles of our home. It feels crass to say that, but it's true.

I feel that this facility will decrease the safety of the neighborhood. I feel that it will increase police activity in the neighborhood. I think it will lower property values. I think it will create a more transient neighborhood.

I'm not sure how much response you're getting to this proposal, but I'm quite sure you would have gotten more if you had notified all residents of my neighborhood. I'm also guessing there is a bit of a language barrier in play. We have numerous Hmong families in our neighborhood – families who love their kids as much as I love mine and would likely have the same concerns – but families for whom English is difficult. Even if they had been notified they may not have understood what the proposal entails.

It seems odd to me that South Metro Human Services thinks that a suburban location such as this will be an improvement. Outside of the daily rush hour-only commuter buses, there is no convenient public transportation. Grocery stores and Target are not all that close by.

I did not receive a response to my previous message, so I need to ask that you acknowledge this one. I'd also ask again that you notify me when a public hearing is scheduled.

Thanks for your time.

Becky Bergerson

From: Kathy Kleve [mailto:kathyodo@comcast.net]

Sent: Tuesday, March 29, 2011 9:42 PM

To: Tom Ekstrand

Attachment 10

Cc: Marvin Koppen; James Llanas; Will Rossbach; John Nephew; Kathleen Juenemann

Subject: Proposed Mental Health Facility at Ethan Allen

Mr Ekstrand

I am writing regarding the recent letter that was distributed to a select few residences/businesses in the vicinity of the Ethan Allen building regarding the proposed mental health facility. While my intent of this is to share my concerns on this proposal, at the same time I would like to understand what the criteria is for notification in this type of situation.

We just happened upon the information, and given we are five houses away from someone that did receive this, I do not understand, nor am I happy with, the process by which so few people were notified.

Regarding the proposed facility. I do understand the need to have places to house and rehabilitate individuals in these situations, however, I will be brutally honest in the fact that I don't want it in my backyard.

We moved to our house in Maplewood 5 1/2 years ago. Since that time, we have lost over 28% of the value of our home. I am in the mortgage business so what has happened over the last few years in the mortgage market is not foreign to me. However, there are areas of the Twin Cities that have not lost as much value as others, with Maplewood being one on the end of higher property loss values (yet we will be paying higher taxes again in 2011).

Introducing a facility such as this in a neighborhood that has not only a number of young children, but a home daycare in close proximity is concerning. From my perspective, we already have our share of issues that can affect the value of our neighborhood, in particular, I am speaking of the Northernaire Motel and some of the activities that apparently transpire there.

What information do you have at your disposal that will assist with making this proposal, or, is this already a foregone conclusion and this is a mere formality to make folks think what they say can make a difference? (I can't help but make this assumption after having worked with you when Maple Leaf Ridge Business Center was built in 2005/2006. That was a situation where the citizens were not heard, the City did what it wanted, what benefited the developer, and our opinion didn't matter, and we didn't even ask for that much.)

What type of staff does this place employ? From the little information I was able to gather, these used to be state funded facilities and the state did away with these and now they are all non-profit. I can't imagine that the quality, training or ratio of staff to patient in a non profit setting can possibly be at the level that is needed for this type of facility and to ensure the safety of the area.

What information do you have available about this organization and it's current facility? Have there been complaints filed against them? If so, for what and how have they been resolved? What are the licensing requirements for this place?

There are probably numerous other questions/concerns I would have had I had the time to do some further leg work on this, and rest assured, I will do futher fact finding and I will be attending any meetings regarding this subject.

I strongly oppose this facility going in in our neighborhood due to safety and property value concerns.

I can only ask that the residents actually have a voice in what happens here.

I look forward to futher information being shared with the people affected by this.

Thank you
Kathy Kleve
2498 Adele Street
Maplewood, MN 55109
612.518.2572

From: Richard Kleve [rkleve08@gmail.com]
Sent: Tuesday, March 29, 2011 6:02 PM
To: Tom Ekstrand
Subject: Proposed Mental Health facility
Attachments: Mental Health Facility - Ethan Allen bldg.pdf

Dear Mr. Ekstrand,

I would like to respond to your request for opinions regarding the proposed re-location of the South Metro Human Services Mental Health Treatment Facility.

First of all, I was disappointed and dismayed, as were most of our neighbors, that none of us received the attached letter and no one is apparently seeking an opinion from the majority of the neighborhood (apparently only those along Sexton Ave.).

I would like to offer my thoughts on the matter:

- The letter from So. Metro M.H. is quite vague about staff ratios for supervision and the education and training requirements of the staff in this facility. Frankly, one of the key issues is the quality of staff (which is usually pretty low in these types of places) and the number of staff to supervise and control.

- These type of facilities popped up almost 20 years ago as the state had a great (misguided) idea to close state mental hospitals and save money. This year's legislative budget closes even more (basically everything) with a plan that these non-profits will care for individuals in the community. The costs are less because the non-profits usually pay their staff minimum wage and minimal to no benefits which is why the quality of the staff would be a major concern.

- I want to express my concern over safety issues that effect the value of our home/neighborhood. There is a Daycare facility in the neighborhood with very young children, as well as a neighborhood park. The neighborhood is full of young children. I don't believe this kind of facility would be a good fit for this area.

- Besides all the safety issues for the neighborhood, my other concern quite frankly is for the patients. I can't imagine putting such a facility within 100 feet of the intersection of two major highways (36 & 61). The safety issues are obvious. I don't want to see patients lying in the ditch (ala our neighborhood deer) as I drive by in the morning.

- I am all for these patients getting an updated facility. Why can't they use the \$2.5million to renovate their existing facility?

- According to SMHS, these patients are suffering a serious mental illness. They state that their patients are at risk of significant functional deterioration. I don't want to put our children at risk with this type of facility located in our neighborhood. I believe you will find a very united and robust opposition from the families who live in this neighborhood.

Please feel free to contact me if you wish to discuss. We will attend any hearings on the subject united and in force.

Best regards,

Richard Kleve

2498 Adele St.

Maplewood, Mn 55109

Tom Ekstrand

From: Mark Warner [warnersales@comcast.net]
Sent: Tuesday, July 05, 2011 5:22 PM
To: Tom Ekstrand
Subject: South Metro Facility

Hello Tom

I just returned early from a 4th of July get away in order to attend tonight's City Council hearing on the conditional use permit for the South Metro facility. My family lives a block and a half from the proposed Treatment facility site and I am both concerned and baffled that the council is even considering the location for the proposed use. I read through much of the pre-hearing reports and opinions but haven't had time to prepare a statement. At some point doesn't common sense need to kick in? I realize the need for such facilities but for numerous reasons both in the city's best interest as well as the neighborhood. How much sense does this location really make? From a strictly business standpoint, it is a liability to the city and a lawsuit waiting to happen. It is a quality of life issue and viable threat that will limit the safety and well being of the very people that you should be looking out for. Surely there must be areas with fewer geographical, financial and demographical deterrents than this one.

Respectfully,

Mark Warner
2504 Cypress St.
St. Paul, MN 55109
Phone: 651.484.5758
Fax: 651.765.0619
Mobile: 612.366.5758

Tom Ekstrand

From: Katie Rivard [Katie.Rivard@target.com]
Sent: Tuesday, July 05, 2011 2:48 PM
To: Tom Ekstrand
Subject: South Metro Human Services CUP
Attachments: image001.png

Importance: High

Mr. Ekstrand,

I've recently become aware that the City is proposing to allow South Metro Human Services into the old Ethan Allen building at 1111 Viking Drive. I live in the adjacent neighborhood and am very concerned about this proposal. In our neighborhood are multiple families, loads of children, a City park, County parks, and at least 3 daycare facilities. Why take the risk of directing this facility's residents to this sensitive area? After multiple pleading calls over the past 5 years we can't even get the Maplewood police to slow down the cars driving on County Road C, what makes the City think the police will be able to keep South Metro's residents from disturbing this same neighborhood?

I understand that the existing facility in St. Paul had 147 police calls in the last year, including sex offenses, violence, and narcotics. Yet in South Metro's application, the facilities they used for comparison in Bloomington and Minneapolis had significantly less calls and they conveniently excluded the statistics for their facility in St. Paul. This doesn't seem like an appropriate comparison for the City to base its decision on. So many calls are expected that Maplewood has forced South Metro to agree to pay an additional assessment to mitigate the calls. Locating a facility of this nature in this Maplewood neighborhood is irresponsible and unacceptable. According to South Metro's own application, their residents do not have their own vehicles. The adjacent highways limits the facility's residents movement to the surrounding neighborhood. Transportation services in this neighborhood are limited to Express MTC buses on restricted commuting schedules, leaving South Metro's residents only one accessible area; the adjacent neighborhood. The proposed risks of locating a facility of this nature are numerous, not to mention what this will do to property values in the area. Haven't we all suffered enough in the past few years with our property values for other reasons? I ask that the City Planning Department protect its citizens from problems in this neighborhood.

We did not receive any formal notification from the City regarding this application, but rather had to hear about it second hand. In addition, the City's Planning Commission website has been inaccessible for multiple days. The error message we have been receiving is shown below. I understand that the City's policy is to notify only residents within 500 feet of a parcel asking for a CUP. Is the City then willing to guarantee that no parcels OUTSIDE of the 500' radius will be affected by allowing this CUP at 1111 Viking Drive? I doubt that Maplewood would be willing to make such a guarantee.

Any insight you can provide on who is benefiting from this, and the process, would be appreciated.

Thank you,
Katie Rivard
1107 County Road C east, Maplewood

Katie L. Rivard, PE | Sr. Development Manager | Real Estate
©Target | 1000 Nicollet Mall, TPN-12M | Minneapolis, MN 55403 | 612.761.2422 (ph) | 612.761.3727 (fax)

Tom Ekstrand

From: Bergerson, Becky [Becky.Bergerson@capella.edu]
Sent: Tuesday, July 05, 2011 1:00 PM
To: Tom Ekstrand
Subject: South Metro Human Services Proposal for Ethan Allen site

Mr. Ekstrand,

I understand that the Planning Commission is poised to approve the South Metro Human Services CUP at tonight's meeting. I am not able to attend the meeting but wanted to reiterate my concerns with the proposal. I understand that the Planning Commission is required to make recommendations based on the rules at hand, but I continue to believe that this facility is not a good fit for the proposed location.

- To say that this facility will not negatively impact property values because it is not close enough to the residential neighborhood is ridiculous. It takes me no more than 5 minutes to walk from my house to the proposed location. Furthermore, to say there is "no data" suggesting it will not have this effect feels like a bit of a cop-out. We all know what has happened to the real estate market in the past few years. Given the choice between a home next to a housing facility for individuals with severe and persistent mental illness and one that is not, the "not" will be chosen in this buyer's market every time.
- The fact that SMHS has agreed to share in the cost associated with additional police activity feels like a huge red flag. First they did not fully disclose the police calls that were being generated and now they're saying we know there will be more so we'll help out? Is that the type of business the city of Maplewood wishes to partner with?
- Regarding the traffic factor, the numbers are just not adding up for me. You have 10 staff plus 16 residents. Even if only half of the residents have cars you're at 18 spots, then you add any visitors and you are parking out on the street. They'll review the need for additional parking, but how quickly will they actually be able to add spaces?

I have many additional thoughts but am trying to focus in on the issues that are related to the CUP approval. I urge you to reconsider your position.

Thank you for your time.

Regards,

Becky Bergerson
Data Analyst - Operational Intelligence (R&A)

Direct Line: 612.977.4453
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E-mail: becky.bergerson@capella.edu

Capella University
Capella Tower
225 South 6th Street, 9th Floor
Minneapolis, MN 55402

www.capella.edu

Tom Ekstrand

From: Karl Clothier (kclothie) [kclothie@cisco.com]
Sent: Tuesday, July 05, 2011 9:35 AM
To: Tom Ekstrand
Subject: Mental Health Facility - Maplewood - concerned citizen / neighbor
Expires: Thursday, October 13, 2011 12:00 AM

Tom,

I heard about the proposed zoning and other considerations around relocating a mental health facility into the old Ethan Allen building near H61 and H36. I am very concerned about this, and curious what benefits you and others are getting from this, as I can't identify any good things from it.

The information about the new facility, the current statistics on calls around the existing facility, and the logistics of this location all point to a situation filled with major risks.

This location is bordered by 2 highways, dense wooded areas, and open and wetland water areas. All of these borders are certainly dangerous and limiting. Even the frontage road that accesses the building can be dangerous if you don't have good judgement and aren't watching for cars. The single area for mental health patient to use near this location is a residential area with lot's of young families, and a park which is directly on the opposite side of the residential neighborhood from the proposed facility. We have 3 day-care locations including a Montessorri around this park with young children that use the park every day. They usually have a single young lady watching a group of 8-12 kids. We have young kids that are able to bike around this small community. Several mom's, and other woman often walk or run around the secluded stretch of road next to the facility. Lot's of young kids and families fish along Spoon lake, which is also nearby.

Who wants to take the risk of locating a mental health facility in such a sensitive area? Who is set to gain financially or politically from this proposal? There must be better locations without direct access to young families and dangerous areas like the secluded woods, wetlands, lakes and busy highways.

I understand this facility would have very limited staff, result in significant number of police calls, and have no limitation on residents movements. Home prices have also suffered recently, and who is going to offset the reduction in home values that comes with having a mental health home in the neighborhood. All of this spells a bad situation.

Any insight you can provide on who is benefiting from this, and the process, would be appreciated.

Regards,

Karl Clothier
1071 County Road C East

Engineering Plan Review**PROJECT: South Metro Human Services****PROJECT NO: 11-04****REVIEWED BY: Jon Jarosch (Maplewood Engineering Department)****SUBMITTAL NO: 1****DATE: 4/1/2011**

South Metro Humane Services is requesting a conditional use permit for the former Ethan Allen building at 1111 Viking Drive. They are proposing to convert the building into a therapeutic treatment facility with 16 housing units. This conversion will require the replacement of the existing sanitary sewer and water services to the site. Other exterior modifications to the site appear to be minimal in this initial submittal.

The following is a list of requirements for this proposal.

General

1. An exterior site plan shall be submitted for approval detailing the extents of all exterior improvements including pavement removals, new pavement areas, proposed grading, erosion control, drainage flow arrows, and permanent stabilization of all disturbed areas.
2. The developer shall provide information regarding the change in impervious areas (paved areas, patio, etc.) on the exterior of the site. If there is an increase in impervious areas on the site, additional measures may be required to reduce the volume of storm-water runoff.
3. The developer shall provide flow rate information for the increase in sanitary sewer usage from the proposed development.
4. The developer shall submit plans to Saint Paul Regional Water Service for the water service upgrades to ensure their standards are met.
5. The developer shall submit plans detailing the water and sewer service connections to the main-lines. These plans shall include detail regarding the size, depth, slope, and location of the proposed services.
6. The developer shall submit plans detailing the restoration of Gervais Avenue after the installation of the new services. The restoration of Gervais Avenue will be subject to the requirements of the City of Maplewood's Right-of-Way ordinance.
7. The developer shall submit a traffic control plan detailing how traffic will be detoured around Gervais Avenue during the installation of sanitary and water services.
8. The owner and project engineer shall satisfy the requirements of all other permitting agencies.

PROPERTY VALUE IMPACT STUDIES

United States Department of Health and Human Services, Substance Abuse & Mental Health Services Administration (SAMSHA)

Research study after research study has concluded that affordable housing, including housing for individuals who have mental illness, individuals with other disabilities, and older adults, does not lower property values in urban, suburban, and rural communities. In an analysis of studies about the effect on property values of affordable housing, the Center for Common Concerns in San Francisco states:

“Property values are primarily determined by the condition of the particular property for sale and other broader, more complex forces such as overall area development and prosperity. The location of affordable housing has no significant impact on these other conditions which determine property values.”

There Goes the Neighborhood – published by the Community Residences Information Services Program (1990).

Summary of 58 national studies, 25 of which considered the impact upon residential property values. No studies were found to indicate a negative impact on group home placement upon any aspect of neighborhood life. The studies found that group home placement had not lowered property values, increased turnover, had not increased crime, and had not changed the neighborhood's character.

Habitat for Humanity, United States, as an affordable housing provider, has conducted extensive research on the impacts on property values. They list the following study:

The Effect of Group Homes for the Mentally Ill on Residential Property Values (*Hospital and Community Psychiatry*, Boydell, Katherine M., M.H. Sc., John N. Trainor, MSW, Anna M. Pierri, 1989)

Determined that property values in a suburban area with a group home increased more than a similar area without such a facility.

CONDITIONAL USE PERMIT RESOLUTION

WHEREAS, South Metro Human Services has applied for a conditional use permit to operate the Community Foundations program, a mental health care facility with temporary housing for 16 patients.

WHEREAS, Section 44-1092(3) of the city ordinances requires a conditional use permit for residential programs in zoning districts where they are not specifically prohibited.

WHEREAS, this permit applies to the property located at 1111 Viking Drive. The legal description is:

The North 55 rods of the West 32 rods of the Southeast $\frac{1}{4}$ of Section 9, Township 29, Range 22, except portions taken by the State of Minnesota for highway purposes. Above property is subject to a cartway over and across North 16 feet, more or less, thereof.

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

1. On July 5, 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 _____, 2011, the city council considered reports and recommendations of the city staff and planning commission.

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

1. All construction shall follow the site plan approved by the city. Staff may approve minor changes.
2. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and this Code.
3. The use would not change the existing or planned character of the surrounding area.
4. The use would not depreciate property values.
5. 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.
6. The use would not exceed the design standards of any affected street.
7. 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.
8. The use would not create excessive additional costs for public facilities or services.

9. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
10. 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. Before the applicant obtains a building permit, they shall sign an agreement with the city agreeing to pay an annual assessment of \$1,000 per year for ten years to defray the cost of police calls to the facility.
5. Additional housing units cannot be added without a revision of this permit.
6. The applicant shall provide on-site staffing 24 hours a day and 365 days a year.

The Maplewood City Council approved this resolution on _____, 2011.

**MINUTES OF THE MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, APRIL 26, 2011**

1. DESIGN REVIEW

a. South Metro Human Services Mental Health Care Facility, 1111 Viking Drive

1. Planner, Michael Martin gave the report on the South Metro Human Services Mental Health Care Facility, 111 Viking Drive and answered questions of the council.
2. Tom Pavl, President South Metro Human Services Mental Health Care Facility, 6363 Keswick Avenue North, gave a brief introduction and answered questions of the board.
3. Scott Werk, Architect, 475 East 4th Street, Saint Paul addressed the board.
4. Sean McFarland, 475 East 4th Street, Saint Paul, questions of the board.

Boardmember Shankar moved to approve the plans date-stamped March 17, 2011, for the proposed building, site and landscaping improvements to the former Ethan Allen Building, located at 1111 Viking Drive. Approval is based on the findings required by ordinance and subject to the applicant doing the following: **(changes to the motion are underlined and in bold)**.

- a. Revise the site plan to reduce the amount of paving from the **on-site impervious surface to under 60 percent of the total site.** ~~equal to the size of the proposed patio.~~ The applicant shall submit this revised site plan to staff prior to getting a building permit.
- b. The applicant shall comply with the requirements of the building official and assistant fire chief listed and those in the city's engineering report prepared by Jon Jarosch, staff engineer.
- c. As required by ordinance, if outdoor trash storage is used in the future, the applicant must provide a screening enclosure to keep the dumpster in. The location and design plans shall be subject to staff approval.
- d. The applicant shall provide cash escrow or an irrevocable letter of credit in the amount of 150 percent of the cost of the landscaping and other site improvements that may not be installed by occupancy. An irrevocable letter of credit shall include the following provisions:
 - The letter of credit must clearly indicate that it is an irrevocable letter of credit in the name of the City of Maplewood, payable on demand.
 - The letter of credit shall have a stipulation indicating automatic renewal, with notification to the city by certified mail a minimum of 60 days prior to its expiration.

Boardmember Shankar moved to approve a parking waiver to have 21 parking stalls fewer than are required by city ordinance. This approval is based on the applicant's parking needs for six staff, one transport vehicle and occasional visitors. If a parking shortage develops, the applicant shall provide more parking spaces on site or gain them by lease agreement from neighboring properties. Staff shall approve any revisions to the available parking either by site plan revision or parking agreement with neighbors.

The applicant shall provide a site landscaping plan and work with city staff to soften the feel of the building on all four sides.

The applicant shall remove the existing pylon sign and add one additional parking stall in that space.

Seconded by Boardmember Lamers.

Ayes – All

Boardmember Lamers added a friendly amendment that the applicant shall remove the existing pylon sign and add one additional parking stall in that space.

The motion passed.

DRAFT
MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, JULY 5, 2011

- a. **7:00 p.m. or later: Conditional Use Permit for South Metro Human Services, 1111 Viking Drive**
- i. Senior Planner, Tom Ekstrand gave the report and answered questions of the commission.
 - ii. City Attorney, Alan Kantrud answered questions of the commission.
 - iii. Terry Schneider, South Metro Human Services, Maplewood.

Chairperson Fischer opened the public hearing.

Fourteen neighboring property owners spoke in opposition of this proposal due to safety concerns and property value impacts. Those opposed spoke below.

1. Steve Shay, Owner of Sunset Realty, Maplewood.
2. Kathy Kleve, Maplewood.
3. Don Huot, Huey's Saloon, Maplewood.
4. Don Seiford, Maplewood.
5. Barb Clothier, Maplewood.
6. Dr. Skipstead, Maplewood. (Can't read his last name and no address given).
7. Mara Coyle, Maplewood.
8. Mark Warner, Maplewood.
9. Kelly Ubel, Maplewood.
10. Katie Rivard, Maplewood.
11. Dick Seppal, Maplewood.
12. Ray Hitchcock, Maplewood.
13. Wife of Dr. Skipstead (last name and address unknown), Maplewood.
14. Karl Clothier, Maplewood.

One neighboring property owner William Knutson, Maplewood, spoke neither for nor against but commented on this proposal based on his prior experience in managing such facilities in the past.

Chairperson Fischer closed the public hearing.

Commissioner Yarwood moved to table the proposal particularly because of the number of police calls, concerns about the effect on property values and because of concerns regarding what it will do to the character of neighborhood.

Seconded by Commissioner Boeser.

Ayes – Commissioner's Boeser,
Desai & Yarwood

Nays – Chairperson Fischer,
Commissioner's Bierbaum,
Martin and Trippler

The motion failed.

Commissioner Tripler moved to approve the resolution approving a conditional use permit for a 16-room transitional housing facility in conjunction with a proposed mental health care clinic at 1111 Viking Drive. Approval is based on the findings required by ordinance and 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. Before the applicant obtains a building permit, they shall sign an agreement with the city agreeing to pay an annual assessment of \$1,000 per year for ten years to defray the cost of police calls to the facility.
5. Additional housing units cannot be added without a revision of this permit.
6. The applicant shall provide on-site staffing 24 hours a day and 365 days a year.

Seconded by Commissioner Bierbaum.

Ayes – Chairperson Fischer,
Commissioner’s Bierbaum,
Martin & Tripler

Nays – Commissioner’s Boeser,
Desai and Yarwood

The motion passed.

This goes to the city council July 25, 2011.

DRAFT

Agenda Report

TO: City Council
FROM: James W. Antonen, City Manager
DATE: July 19, 2011
SUBJECT: **Recommendation for Special Work Session on August 29 for Organized Collection and 2012 Budget Summary Update**

SUMMARY/RECOMMENDATION

The City Manager is recommending that the City Council call a special work session for August 29. This session would be used to update the City Council on Organized Collection and the 2012 Budget Summary. The regularly scheduled work sessions in August are already full due to department budget presentations. In addition, due to the Labor Day Holiday, there will be no Work Session the first week of September 2011. This additional work session will allow staff the time to update the council on these two pertinent topics.

The trash collection system analysis scope of work includes two separate tracks: contractual (or “organized trash hauling”) system and improvements to the city’s subscription (or “open trash hauling”) system. The City Council adopted and authorized the release of the Request for Proposals for a Comprehensive, Residential Trash Collection System on July 11, 2011. The RFP was drafted by the Trash Hauling Working Group and is part of the contractual analysis tract, which will continue until the planning and negotiation periods are complete later this year. The August 29 Special Work Session will include a report from the Trash Hauling Working Group on the second tract of analysis, improvements to the city’s subscription system.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
SUBJ: **Update on the Fish Creek Acquisition Project**
DATE: July 25, 2011

INTRODUCTION

The purpose of this report is to update the city council with regard to the Fish Creek Acquisition Project. This is a discussion item only and no formal action is required by the council. Staff has been working with the Conservation Fund, utilizing their technical expertise and guidance in this area, to assist the city in acquiring this property. If the 70 acre parcel is acquired, approximately 50 of the 70 acres will be preserved in perpetuity and used with the understanding that this area is an irreplaceable example of green space worthy of permanent protection. The remaining 20 acres which occupies the northernmost area of the Fish Creek property will not be preserved and the city's intent is to sell that portion. Staff will continue to explore partnership opportunities with developers for the remaining 20 acres. The proceeds, if and when this parcels sells, will be applied directly to help offset acquisition costs.

At this point, unless council directs staff otherwise, this item will be brought back to council on August 8, 2011 for approval to enter into a contractual agreement with The Conservation Fund whereby, the Conservation Fund acquires said property on City's behalf and City has 24 months from such date to purchase property from the Conservation Fund.

BACKGROUND

In May 2009, Maplewood City Council established the Fish Creek Natural Area Greenway Ad-Hoc Commission to develop recommendations and priorities for protecting natural lands in the Fish Creek Natural Area Greenway, and to identify issues and opportunities for passive recreation in the greenway. In January 2010, the City Council adopted the report titled "Recommendations and Opportunities for Fish Creek Natural Area Greenway" from this ad-hoc commission. The 50 acres that will be preserved via the Joint Powers Agreement in the Fish Creek Corridor are identified as very high priority parcels for acquisition. Ramsey County and the Ramsey Washington Metro Watershed District agreed and this commitment to permanently protect these acres resulted in the creation of a Joint Powers Agreement between these two parties and the City of Maplewood.

THE CONSERVATION FUND

Nearly 25 years ago, The Conservation Fund was founded by a small group of savvy conservationists to save America's magnificent land legacy – the places where we live, work and play. Since then, with creativity and discipline, the Conservation Fund has protected nearly 6.5 million acres of working forests, farms, and wildlife habitat and recreation lands. The Conservation Fund assists communities plan for growth, support sustainable small business and develop the next generation of conservation leaders. The mission of The Conservation Fund is as follows:

The Conservation Fund forges partnerships to conserve America's legacy of land and water resources. Through land acquisition, community and economic development and training and education, the Fund and its partners demonstrate balanced conservation solutions that emphasize the integration of economic and environmental goals (from The Conservation Fund – 2009 Year in Review). Mr. Clint Miller, Upper Midwest Field Representative for The Conservation Fund, will be present at the August 8, 2011 council meeting to address council and respond to questions that may arise during the discussion.

DISCUSSION

Staff has prepared the following table titled Fish Creek Cash Flow Summary Estimates for council's review and discussion:

Fish Creek Cash Flow Summary Estimates

July 2011

Expenses:

Land	\$1,900,000
Taxes	Open Issue
Due Diligence	\$6k – paid out of the 2011 Parks operating budget
Interest @ 4.75/5.0%	\$115K-\$120K
Conservation Fund Fee	\$60k
Legal/Closing costs etc.	\$10k
Miscellaneous	\$10k
Total projected costs	\$2,100,000

The above total includes all costs associated with the acquisition project.

Income:

RWMWD – Joint Powers Agreement (JPA)	\$175,000
Ramsey County JPA – (2011)	\$175,000
Ramsey County JPA – (2012)	\$125,000
Ramsey County JPA – (2013)	\$125,000
City of Maplewood JPA – (2011)	\$175,000
City of Maplewood JPA – (2012)	\$125,000
City of Maplewood JPA – (2013)	\$125,000
3M Foundation – (2011)	\$100,000
Total Income to Date	\$1,125,000

Summary:

Total Projected Costs	\$2,100,000
Total Income to Date	\$1,125,000
Unmet Needs	\$975,000

Fish Creek Acquisition Details:

- Conservation Fund acquires property under contractual agreement on behalf of the City of Maplewood – purchase price \$1,900,000;
- Conservation Fund agrees to “hold” the property for a period of 24 months following the closing which is tentatively set to occur in Oct. 2011;
- City agrees to pay the Conservation Fund \$60,000 for administrative fees. Conservation Fund agrees to assist the City in securing additional funds for acquisition project;
- City agrees to interest carrying costs on purchase price of five percent (5%) simple interest per year;

- City agrees to pay the Conservation Fund all outstanding balances due on or before October 2013;
- City takes possession of property in October 2013;
- As additional funds are secured, City can “pay down” interest costs.

Staff has included the Real Estate Contract between The Conservation Fund and Lakeland Construction Finance, LLC for purchase of said property in the attachments for councils review. In addition, you will also find the Title Insurance Commitment, issued by Stewart Title Guaranty Company in your packet for your review. Staff (the City Attorney), is working with the Conservation Fund to clear up the title exceptions prior to the sale.

An unresolved issue at this time is that of the real estate taxes (see the ‘open’ designation above). Currently, the property is taxable and Lakeland has an active petition before the County Assessor regarding valuation since the property went into foreclosure and value is clearly an issue. There is currently no factual support for the property to go “exempt” since it is neither owned by a non-profit nor a governmental entity. The date for filing that for future year’s exemption is (was) July 1st, for payable 2013. The City Attorney will continue to work with the Conservation Fund to resolve the tax issue. Once owned by the Fund, a PD75 can be filed to get the land off the tax roll, but the Fund will have to work with the County for the next year or two, and make sure that the matter is resolved with Lakeland prior to purchase.

Fish Creek Funding Update:

Total Project Costs - \$2,100,000
 Funding Committed to Date - \$1,125,000
 Unmet Needs - \$975,000

Funding Goal - \$975,000
 Timeframe – October 2013

- Staff has submitted a DNR Scenic and Natural Areas Grant Request for \$425,000. There are a total of seven applicants vowing for \$1,200,000. No decision – state budget not approved.
- Staff has also submitted a bonding bill in the amount of \$700,000. No State bonding monies have been approved by the Legislature.
- Staff has received \$100,000 from the 3M Foundation. In addition, 3M has encouraged the City to reapply when we secure \$1,600,000 in funding for this project – likely request \$100,000 - \$150,000.

- This project is not eligible for Legacy Funds because public hunting is not allowed on the site. However, the City is eligible to submit a grant application to the Legislative-Citizen Commission on Minnesota Resources (LCCMR). The next funding cycle begins in early 2012. Staff will be working directly with the Metro Conservation Corridors Partnership Group. This corridor partnership will typically obtain funding for a suite of acquisition projects. The Friends of the Mississippi (FMR) has indicated that they will bring this project to the Metro Conservation Corridor Partnership on behalf of the City of Maplewood to discuss inclusion in the 2012 Request for Proposals.
- Staff has been working directly with the National Park Service and representatives from Congresswoman Betty McCollum's office to secure funding for this project. At this point, staff has not been able to locate any additional Federal Funds for this project. However, staff will continue to diligently pursue and discuss potential funding sources with these future partners.
- Staff continues to work directly with Representatives Nora Slawik and Leon Lillie as well as Senator Wiger to identify possible State funding sources for this project.
- Staff is currently working with Great River Greening to pursue long-term restoration of the Fish Creek Site. Fish Creek is included in a restoration grant that was submitted to the State in July 2011 for work beginning in July 2012.
- Staff is currently submitting requests to area businesses for financial support for this project.
- Staff has reached out to more than 30 foundations and has narrowed this list down to seven that might be eligible and will be submitting formal grant requests to these foundations over the course of the next 12 months or so.
- Staff will begin a campaign this fall and next spring that will look at individual contributions for this project.
- Staff will be working with our partners Trust for Public Lands and the Minnesota Land Trust to identify possible funding sources.
- The \$425,000 that the city is responsible for will come directly from monies in the Park Acquisition Fund (PAC).

SUMMARY

Staff has secured funding for the Fish Creek Acquisition Project totaling some \$1,250,000. We currently have unmet needs of approximately \$975,000 which does not include the 20 acres the City intends to sell at a future date. The proposed contract with the Conservation Fund requires the City to take possession of this property in October of 2013. Staff is cautiously optimistic that we will be able to bring an additional \$500,000 to \$600,000 to the table for this project. However, staff cannot definitely guarantee this amount and in this very challenging environment, we have no additional financial commitments to date. The question directly in front of the City Council is "Is the City Council willing to commit to cover the difference between the acquisition costs, approximately \$2,100,000, minus the amount staff has currently raised which is \$1,125,000"? In other words, if staff working with our many partners, is unsuccessful in raising (worst case scenario) any additional capital – the City of Maplewood would be responsible for the remaining balance of \$975,000 due in October 2013. The fund has indicated that they may be able to extend the contract if the City is making progress toward its financial goal, but the extension would not be indefinite, certainly.

RECOMMENDATION

As previously stated, staff is looking for direction from the council regarding the Fish Creek Acquisition Project. No formal action is required today. If council is supportive, staff will bring this item back to council at the August 8, 2011 for formal action.

ATTACHMENTS:

1. Real Estate Contract between Conservation Fund and Lakeland Construction Finance, LLC.
2. Title Insurance Commitment – Stewart Title Guaranty Company
3. Fish Creek Natural Area Greenway Factsheet
4. Title Insurance Document

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (the "Agreement") is entered into this 10th day of May, 2011, by and between LAKELAND CONSTRUCTION FINANCE, LLC, whose address is 13963 West Preserve Boulevard, Burnsville, MN 55337-7733 (the "Seller") and THE CONSERVATION FUND, a Maryland non-profit corporation with an office at 1655 N. Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 (the "Purchaser").

The Agreement

- PROPERTY.** Seller agrees to sell and Purchaser agrees to buy, on the terms and conditions set forth in this Agreement, that parcel of land containing 69.6 +/- acres, located in the County of Ramsey, State of Minnesota as shown on Exhibit "A" attached hereto, including, without limitation, (i) any and all buildings, improvements, personalty and fixtures situated thereon, (ii) any and all crops and timber growing thereon, (iii) any and all surface or subsurface sand, gravel, oil, gas, mineral geothermal, or mineral rights and any stockpiled sand, gravel or minerals, (iv) any and all appurtenant or associated water rights, including any and all well, spring, reservoir, storage, domestic, irrigation, irrigation equipment and facilities, subirrigation, livestock water or ditch rights of any type, including all shares or certificates of any type in ditch or water delivery companies or associations, and (v) all other surface and subsurface rights, any and all other permits, hereditaments, easements, recorded rights of access, historic rights of access, incidents and appurtenances belong thereto (collectively, with the "Land", referred to as the "Property").
- EARNEST MONEY DEPOSIT.** Within seven (7) business days of the execution of this Agreement, Purchaser shall deliver the sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) (the "Deposit") in escrow with Stewart Title, 1700 W. 82nd Street, Suite 100, Bloomington, MN 55431, (952) 948-3213 (the "Title Company") as escrow agent to be held in an interest bearing account. The earnest money deposit and the interest earned on the deposit are referred to as the "Deposit". The Deposit shall become non-refundable in the event the conditions described herein for the benefit of Purchaser are satisfied or are waived by Purchaser. If and when Closing occurs, the Deposit shall be applied to the Purchase Price of the Property.

3. **PURCHASE PRICE.** The purchase price for the Property, including the Deposit, shall be **ONE MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,900,000.00)** (the "Purchase Price"). At Closing, the Purchase Price, less the Deposit, shall be paid to Seller by Purchaser in cash, certified funds, or by wire transfer of federal or other immediately available funds.
4. **CLOSING DATE.** The closing of the transaction contemplated hereunder (the "Closing") shall be held at the office of the Title Company on or before **thirty (30) days following the end of the Inspection Period** described herein (the "Closing Date"). Possession shall be delivered to Purchaser as of the date of Closing.
5. **SATISFACTORY INSPECTION AND REVIEW.** The Seller and Purchaser expressly covenant and agree that Purchaser's satisfaction upon the review and inspection provided for herein is a specific condition precedent to the obligation of Purchaser to purchase the Property. Purchaser shall have a period in which to review the documents and to make the inspections described below. The period of inspection (the "Inspection Period") shall terminate on the earlier of: (i) Receipt by Seller of notice from Purchaser that the Property is suitable for purchase; or (ii) Midnight, prevailing Eastern Time, **One hundred twenty (120) days following the Effective Date.**
 - 5.1 Documents; Evidence of Title. Not later than **thirty (30) days** after the Effective Date, Seller shall provide, at Seller's expense, to Purchaser: (a) a title commitment issued by the Title Company, together with legible copies of the deed or deeds by which Seller holds title to the Property, legible copies of any instruments listed in the legal description for the Property, and legible copies of all exceptions to title, pursuant to which the Title Company shall issue to Purchaser a standard coverage owner's policy of title insurance at Purchaser's ^{expense}, including "gap" and mechanic's lien coverage, insuring title to the Property, including legal access, as of the Closing Date in the amount of the Purchase Price, (b) a Certificate of Taxes Due evidencing that the current installment of all taxes owing on the Property have been paid in full; and (c) a copy of the current and previous year's Notice of Assessment, or other satisfactory evidence of the current and previous year's assessed value and assessment category for the Property. To the extent in Seller's possession, Seller shall, at Seller's expense, provide to Purchaser copies of any surveys or maps of the Land, plans relating to the building improvements, and studies and reports regarding the soils, water, or environmental condition on or under the Land.

5.2 Due Diligence, Inspection, Right of Entry. Purchaser shall have the right to enter upon the Property at reasonable times for mapping, surveying, physical and environmental inspection, conducting an appraisal and other reasonable purposes related to the transaction contemplated by this Agreement. Purchaser hereby indemnifies and holds the Seller harmless from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Purchaser or Purchaser's employees, agents, or any third party who enters upon the Property or conducts tests related to the Property at the request of or on behalf of Purchaser or its agents, provided that such indemnification and hold harmless shall not apply to claims arising out of the negligent, willful or wanton conduct of Seller. *Purchaser shall not assert any lien*

6. **ELECTION AT THE END OF THE INSPECTION PERIOD.** During the Inspection Period and prior to Closing, Purchaser may review all documents or information described herein or pertaining to the Property, and make the above-described physical and environmental inspections, applications, reviews, studies, appraisals, evaluations or surveys required to satisfy itself as to the acceptability and suitability of the Property for purchase. Should, for any reason or no reason and in its sole discretion, Purchaser not be satisfied that the Property is acceptable or suitable, Purchaser shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time this Agreement shall be considered null and void and of no further force and effect and the Deposit shall be promptly returned to Purchaser; provided, however, if the objections of Purchaser are to title or other defects that Seller can reasonably cure within a twenty (20) day period following the receipt of notice from Purchaser, Seller shall have such period to cure such defects to the reasonable satisfaction of Purchaser. Purchaser shall, at any time, have the right to waive the conditions precedent to its performance under this Agreement before the end of the Inspection Period and if Purchaser elects to waive the conditions precedent to its performance and to terminate the Inspection Period, this Agreement will remain in full force and effect and the Deposit shall become non-refundable except as otherwise provided herein. Failure of Purchaser to notify Seller of its dissatisfaction prior to the expiration of the Inspection Period shall be deemed a waiver of this condition precedent and acceptance of the Property as suitable for purchase. Upon termination of the Agreement, Purchaser agrees to return to Seller all data previously delivered to Purchaser under the terms of this Agreement.

as to any matter for which Purchaser has held Seller harmless
ST/EGE

7. **CLOSING DOCUMENTS.** At Closing, Seller shall execute and deliver to Purchaser or its assigns a good and sufficient limited warranty deed in a form acceptable to Purchaser, conveying good marketable and insurable title to the Property, including access for any and all purposes to the Property, free and clear of all liens, encumbrances and other exceptions, except such easements, restrictions and other exceptions as are of record and are approved by Purchaser during the Inspection Period.
8. **CONDITION OF THE PROPERTY, REPRESENTATIONS.**
- 8.1 Seller is the record owner of the Property to be conveyed hereunder. Upon the Closing Date, Purchaser will have good, marketable and insurable title, including insurable access to all portions of the Property.
- 8.2 There are no actions, suits, proceedings or investigations pending or, to Seller's actual knowledge threatened, against or affecting the Property, or arising out of Seller's conduct on the Property or which would affect the ability of Seller to fulfill its obligations under this Agreement.
- 8.3 To Seller's actual knowledge, without investigation or inquiry, Seller is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.
- 8.4 Seller is not party to nor subject to or bound by any agreement, contract, or lease of any kind relating to the Property.
- 8.5 The Property, to Seller's actual knowledge, is not in violation of any federal, state, or local law, ordinance, or regulation relating to environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions. Neither Seller, nor to the best of Seller's ^{actual} knowledge any third party, has used, generated, manufactured, refined, produced, processed, stored or disposed of on, or under the Property or transported to or from the Property any Hazardous Materials nor does Seller intend to use the Property prior to closing date for the purpose of generating manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials. For the purposes hereof, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants,

contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws. To Seller's actual knowledge, there are no underground storage tanks situated in the Property nor have such tanks been previously situated thereon.

8.6 No representation, warranty, or statement made herein by Seller contains any untrue statement of any material fact or omits to state any material fact necessary in order to make such representation, warranty, or statement not misleading.

8.7 Seller is duly authorized and has taken all necessary actions to execute and perform this Agreement and this Agreement is enforceable against Seller in accordance with its terms.

9. INTENTIONALLY DELETED

10. **TAXES.** Seller shall pay any sales, excise, conveyance or transfer tax, assessment or fee of any type and any recapture, roll-back or deferred tax, assessment or fee, of any type, including, but not limited to, any tax, assessment or fee due as a result of the sale or any potential change of use, for any period prior to Closing. Seller shall pay all general and special taxes, assessments, fees and charges of any type (including without limitation, any for water, sewer, irrigation and special districts), for the Property for the current year and all years prior to Closing. At Closing Real Property, taxes and assessments and other taxes and assessment shall be prorated as of the date of Closing based on the most recent ascertainable tax or other bill or the current assessment of the Property.

11. **PRESERVATION OF PROPERTY; RISK OF LOSS.** Except as otherwise set forth herein, Seller agrees that the Property shall remain as it now is until Closing, that no timber, crops (except in the normal course of agricultural or ranching operations), sand, gravel, minerals, improvements or any

other part of the Property shall be sold or removed from the Property, and that that Seller shall neither use nor consent to any use of the Property for any purpose or in any manner which would adversely affect Purchaser's intended use of the Property as a conservation area or similar use. This covenant expressly precludes any timber cutting on the Property. In the event Seller shall use or consent to such use of the Property, Purchaser may, without liability, refuse to accept the conveyance of title, in which event the Deposit shall be refunded; or it alternatively may elect to accept the conveyance of title to the Property or any portion thereof, in which case there shall be an equitable adjustment of the Purchase Price based on the change in circumstances and/or maintain an action against Seller for damages.

12. **COSTS AND FEES.** Closing fees and the Property transfer tax(es) shall be split by the parties. The premium for the title insurance policy described herein shall be paid by Purchaser. All other Closing costs shall be borne by the parties in accordance with local custom. Each party shall be responsible for its own attorneys' fees.

13. **LIQUIDATED DAMAGES; DEFAULT.**

13.1 Seller's Remedies. In the event that: (i) all of the conditions to this Agreement for the benefit of Purchaser shall have been satisfied, or waived by Purchaser, (ii) Seller shall have fully performed or tendered performance of its obligations under this Agreement, and (iii) Purchaser shall be unable or shall fail to perform its obligations under this Agreement, then the entire amount of the Deposit shall be retained by Seller as liquidated damages under this Agreement, and Purchaser shall have no further liability to Seller. Purchaser and Seller hereby acknowledge and agree that Seller's damages would be difficult or impossible to determine and that the amount of the Deposit is the parties' best and most accurate estimate of the damages Seller would suffer in the event the transaction provided for in this Agreement fails to close, and is reasonable under the circumstances existing as of the date of this Agreement. Purchaser and Seller agree that Seller's right to retain the Deposit shall be the sole remedy of Seller in the event of a breach of this Agreement by Purchaser.

- 13.2 Purchaser's Remedies. If Seller shall fail to consummate the transaction contemplated hereunder for any reason, or if such transaction shall fail to close for any reason other than default by Purchaser, Purchaser may elect, at Purchaser's sole option: (i) to terminate this

Agreement and be released from its obligations hereunder, in which event the Deposit shall be returned to Purchaser; or (ii) to proceed against Seller for specific performance of this Agreement. In either event, Purchaser shall have the right to seek and recover from Seller all damages suffered by Purchaser as a result of Seller's default in the performance of its obligations hereunder.

14. **NOTICES.** All notices required or permitted hereunder will be deemed to have been delivered upon sending of such notice. All notices required or permitted hereunder shall be given by hand delivery, sent by email followed by U.S. Mail, or sent by Federal Express or other courier, directed as follows, or to such other address as either party may designate by giving notice to the other party as provided herein:

If to Seller:

Lakeland Construction Finance, LLC
13963 West Preserve Boulevard
Burnsville, MN 55337-7733

With a copy to:

Brian Pankratz
CBRE
4400 West 78th Street, Suite 200
Minneapolis, MN, 55435
952-924-4600
Fax 952-831-8023
brian.pankratz@cbre.com

If to Purchaser:

THE CONSERVATION FUND
1655 N. Fort Myer Dr, Ste 1300
Arlington, Virginia 22209
Attn: Lily G. Engle, Esquire
Ph: (703) 525-6300
Email: lengle@conservationfund.org

With a copy to:

Clint Miller
Upper Midwest Field Rep.
The Conservation Fund
807 Rodeo Drive SE
Pine Island, MN 55963
Ph: (507) 356-6301
Email: cmiller@conservationfund.org

15. **MISCELLANEOUS.**

15.1 Broker's Commission. Except as otherwise set forth herein, Seller and Purchaser each represents to the other that they have not contracted with any broker or finder with regard to this transaction except Brian Pankratz, Realtor, CBRE, 4400 West 78th Street, Suite 200, Minneapolis, MN, 55435, who shall be paid by Seller under separate agreement. Each agrees to indemnify, defend and hold harmless the other from and against any and all liability, claims, demands, damages and costs of any kind arising out of or in connection with any broker's or finder's fee, commission or charges claimed to be due any person in

connection with such person's conduct respecting this transaction except as set forth herein.

- 15.2 Affidavit. At or prior to Closing, Seller shall furnish to Purchaser a duly executed Affidavit of Non-Foreign Status (the "Affidavit") in the form attached to this Agreement as Exhibit "B". Seller hereby declares and represents to Purchaser that Seller is not a "foreign person" for purposes of withholding of federal tax as described in such Affidavit.
- 15.3 Assigns. Purchaser may assign this Agreement and its rights as Purchaser hereunder by written assignment in which the assignee assumes the obligations of Purchaser hereunder. Purchaser may only assign to a non-profit organization or government or municipal entity or any division or subsidiary thereof.
- 15.4 Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Seller's heirs, executors, administrators, successors, and assigns.
- 15.5 Exhibits. The exhibit(s) hereto constitute an integral part of this Agreement and are incorporated herein by reference.
- 15.6 Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one agreement, which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart. Signatures may be evidenced by facsimile transmission and at the request of any party documents with original signatures shall be provided to the other party.
- 15.7 Severability. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
- 15.8 Entire Agreement. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party thereto.
- 15.9 Authority. Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.
- 15.10 Merger. The obligations, covenants, representations, warranties, and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect during the period of the ownership of the Property by Purchaser.

- 15.11 Further Actions. Each party shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to Purchaser and to vest in each party all rights, interests, and benefits intended to be conferred by this Agreement.
- 15.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.
- 15.13 Labor and Material; Existing Leases. Seller will execute and deliver to the Title Company at Closing a Mechanic's Lien Affidavit and Indemnity and such other documents and information as may be required by the Title Company to obtain deletion of the standard preprinted exception pertaining to mechanic's liens from Purchaser's policy of title insurance.
- 15.14 1099 Reporting. The Title Company is designated as the party responsible for filing a Form 1099 with the Internal Revenue Service promptly after Closing, to the extent required by the Internal Revenue Code and Treasury Regulations.
- 15.15 Improvements; Delivery of Property. All improvements, including, but not limited to, dwellings, outbuildings, barns, sheds, etc., shall be vacant and broom clean. Seller shall be responsible for the removal of all items left on the Property, which Purchaser does not want or which the Purchaser wishes to have removed. The improvements shall be subject to an inspection by Purchaser and/or its contractors or representatives prior to Closing. Purchaser shall advise Seller of all defects, which will require repair by Seller. Seller shall have the repairs completed prior to the time of Closing.
16. **SATURDAYS, SUNDAYS, HOLIDAYS.** If the final date of any time period of limitation set out in any provision of this Agreement falls on a Saturday, Sunday or a legal holiday under the laws of the state of Minnesota, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.
17. **WAIVERS OF APPLICATION OF TITLE 42 U.S.C.A. SECTION 4601 AND/OR JUST COMPENSATION UNDER APPLICABLE STATE STATUTES.** Purchaser may assign this Agreement and its rights as Purchaser hereunder including the Deposit by written assignment to a governmental agency or entity, which assumes the obligations of Purchaser hereunder. Seller hereby waives any right to demand fair market value for the Property. In addition, recognizing that this Agreement is made in order to procure lands for public ownership and that condemnation will not be

used in any way as part of this transaction or in securing the Property, Seller hereby knowingly waives any potential right to receive compensation for the Property consistent with the requirements of either (i) Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601, et seq. (Public Law 91-646, as amended) including those provisions relating to incidental expenses incurred by Seller and/or (ii) applicable state statutes and regulations. Seller makes this waiver knowing that a governmental agency or entity will ultimately own the Property and/or that a governmental agency or entity may be an assignee of this Agreement.

18. **COMPLIANCE WITH FEDERAL LAW.** Each party hereby represents and warrants to the other that (A) neither the party making the representation, nor any persons or entities holding any legal or beneficial interest whatsoever in the party making the representation, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" (September 23, 2001) or any executive order of the President issued pursuant to such statutes; or (iii) persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224) or other governmental action; and (B) the activities of the party making the representation do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder. Each party further covenants and agrees to promptly deliver to the other any documentation that the other party, may reasonably request in order to confirm the accuracy of the representations and warranties made in this paragraph.
19. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the last date signed by either party.
20. **CONDITIONS PRECEDENT.** Specific conditions precedent to Purchaser's obligation to perform under the terms of this Agreement are:
- 20.1 This Agreement shall be terminated with no further obligation to the parties and the Deposit returned to Purchaser unless Purchaser, the City of Maplewood, Ramsey County, and any other funding

sources approve the title report, Phase I Environmental Report, and appraisal by prior to the end of the Inspection Period; and

20.2 This Agreement shall be terminated with no further obligation to the parties and the Deposit returned to Purchaser unless Purchaser receives funding for this Purchase prior to the end of the Inspection Period;

20.3 This Agreement shall be terminated with no further obligation to the parties and the Deposit returned to Purchaser unless, prior to Closing, Purchaser's Board of Directors approves the transactions contemplated herein.

Unless all contingencies are timely met or waived by the Purchaser, this Contract shall be null and void, the Deposit returned to Purchaser, and neither party shall have further obligations under this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER

LAKELAND CONSTRUCTION FINANCE, LLC

BY: Scott D. Thorson
Its: Sr. Vice President

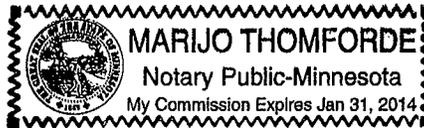
Date: 5/11/11

STATE OF Minnesota)
COUNTY OF Dakota) Ss:

On this 11th day of May, 2011, before me, the undersigned, a Notary Public in and for the Jurisdiction aforesaid, personally appeared Scott D. Thorson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was his/her act and deed for the purposes therein expressed.

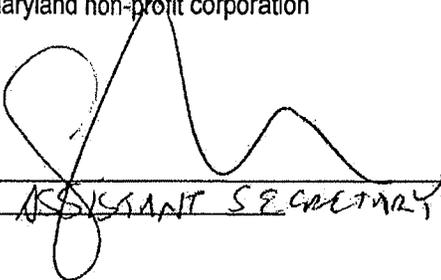
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Marijo Thomforde
Notary Public
Name: Marijo Thomforde
Notary Registration Number: _____



PURCHASER

THE CONSERVATION FUND,
a Maryland non-profit corporation

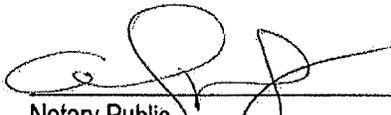
By: 
Its: ASSISTANT SECRETARY

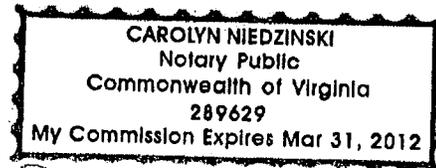
Date: 5/10/11

COMMONWEALTH OF VIRGINIA)
COUNTY OF ARLINGTON) Ss:

On this 10th day of May, 2011, before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared ELIZABETH G. ENGLE, ASSISTANT SECRETARY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was his/her act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public
Name: Carolyn McCoy
Notary Registration Number: _____



I was commissioned
a Notary Public as
Carolyn Niedzinski

Exhibit "A"

Description of Property

~~CONFIDENTIAL - ATTORNEY WORK PRODUCT~~

~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

EXHIBIT A

PARCEL A:

The West One-half (1/2) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Twenty-four (24), Township Twenty-eight (28), Range Twenty-two (22), lying Westerly of the Westerly right-of-way line of State Trunk Highway 494, Ramsey County, Minnesota;

Except the North 150 feet of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Twenty-four (24), Township Twenty-eight (28), Range Twenty-two (22) lying Westerly of the Westerly right-of-way line of State Trunk Highway 494;

And also except that part of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4), Section 24, Township 28 North, Range 22 West, Ramsey County, Minnesota, described as follows: Commencing at the intersection point of the North line of the Southwest Quarter (SW 1/4); Section 24 and the Westerly Right-of-Way line of T.H. #393; thence Southwesterly along the Westerly Right-of-Way line of T.H. #393, a distance of 223.75 feet to the actual point of beginning of the tract to be herein described; thence continuing Southwesterly along said Westerly Right-of-Way line of T.H. #393 a distance of 200 feet, to an angle point in said Right-of-Way line; thence deflecting Southwesterly 59 degrees 14 minutes, to the right, continuing along the Right-of-Way line of said T.H. #393, a distance of 195.51 feet, to another angle point in the said Right-of-Way line; thence Northeasterly, along a line drawn parallel to and 168 feet Northwesterly of the said Westerly Right-of-Way line, as measured at right angles, a distance of 246.49 feet, more or less, to its intersection with a line drawn parallel to the North line of said SW 1/4, Section 24 and Westerly from the actual point of beginning; thence East along said parallel line, a distance of 176.32 feet, more or less, to the actual point of beginning.

And the West 974.9 feet of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-four (24), Township Twenty-Eight (28), Range Twenty-two (22), except the North Five Hundred feet (500 ft.) thereof, all lying Westerly of the Westerly Right-of-Way line of State Trunk Highway 494, Ramsey County, Minnesota.

And the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-four (24), Township Twenty-eight (28), Range Twenty-two (22), Ramsey County, Minnesota; except that part taken by County of Ramsey in Final Certificates filed as Document No.'s 2254933 and 2256730.

~~This Policy is in full compliance with the requirements of the Public Access to Information Act.~~

~~CONFIDENTIAL - ATTORNEY WORK PRODUCT~~

~~CONFIDENTIAL~~
~~CONFIDENTIAL~~
~~CONFIDENTIAL~~

PARCEL B:

That part of the Northeast 1/4 of the Southwest 1/4, Section 24, Township 28, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the intersection point of the North line of the Southwest 1/4, Section 24 and the Westerly Right-of-Way line of Trunk Highway #393; thence Southwesterly along the Westerly Right-of-Way line of Trunk Highway #393, a distance of 223.75 feet to the actual point of beginning of the tract to be herein described; thence continuing Southwesterly along said Westerly Right-of-Way line of Trunk Highway #393, a distance of 200 feet, to an angle point in said Right-of-Way line; thence deflecting Southwesterly 59 degrees 14 minutes to the right, continuing along the Right-of-Way line of said Trunk Highway #393, a distance of 195.51 feet, to another angle point in the said Right-of-Way line; thence Northeasterly, along a line drawn parallel to and 168 feet Northwesterly of the said Westerly Right-of-Way line, as measured at right angles, a distance of 246.49 feet, more or less, to its intersection with a line drawn parallel to the North line of said Southwest 1/4, Section 24 and Westerly from the actual point of beginning; thence East along said parallel line, a distance of 176.32 feet, more or less, to the actual point of beginning.

PARCEL C:

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-four (24), Township Twenty-eight (28), Range Twenty-two (22), Ramsey County, Minnesota.

PARCEL D:

That part of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section 24, Township 28, Range 22, described as follows:

Beginning at a point on the North line of the Southeast Quarter of the Northwest Quarter (N. line SE 1/4 of NW 1/4) of Section Twenty four (24), Township Twenty eight (28), Range Twenty two (22), a distance of 325.3 feet West of the Northeast corner thereof; thence West along said North line a distance of 975.93 feet to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24 (NW corner SE 1/4 of NW 1/4); thence Southerly, along the West line of said Quarter-Quarter section line, a distance of Five Hundred (500) feet; thence East, and parallel with the North line, a distance of 974.93 feet; thence Northerly Five Hundred (500) feet to the point of beginning; except the East 150 feet of the North 290.4 feet and except the West 110 feet of the North 396 feet, Ramsey County, Minnesota.

PARCEL E:

That certain real property situate in the County of Ramsey, Minnesota, described as follows:

~~This Policy is invalid unless the cover sheet and Schedule B are attached.~~

~~Schedule A consists of 4 page(s)~~

~~_____~~
~~_____~~
~~_____~~

The Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 28, Range 22, Ramsey County, Minnesota, together with an easement over that part of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 24 and the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 24; being 33.00 feet either side of the following described centerline: Commencing at the Northeast corner of said Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 24; thence South 89 degrees 58 minutes 49 seconds West (assumed bearing) along the North line thereof a distance of 33.00 feet to the point of beginning of said centerline; thence Northeasterly on a non-tangential curve concave to the Southeast having a chord bearing of North 33 degrees 43 minutes 49 seconds East with a radius of 120.00 feet, central angle of 67 degrees, 28 minutes 00 seconds, a distance of 141.37 feet; thence North 67 degrees, 28 minutes 49 seconds East; tangent to last described curve a distance of 217.69 feet, more or less, to the Right of Way of Inter-State Highway No. 494 and there terminating

PARCEL F:

The Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, according to the government survey thereof, Ramsey County, Minnesota.

~~Which is hereby acknowledged in witness whereof the above signed and sealed instruments have been executed.~~

~~Subscribed and sworn to before me this _____ day of _____, 2006.~~

Exhibit "B"

AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 and Section 6045 of the Internal Revenue Code provide that the Transferee of a real property interest must withhold tax if the Transferor is a foreign person and must provide certain sales related information to the Internal Revenue Service. To inform THE CONSERVATION FUND (the "Transferee") that withholding of tax is not required upon its disposition of a U.S. real property interest, more particularly described in the Agreement annexed hereto LAKELAND CONSTRUCTION FINANCE, LLC (the "Transferor"), hereby certifies that:

1. Transferor is not a non-resident alien for purposes of U.S. income taxation as defined in the Internal Revenue Code and Income Tax Regulations.
2. Transferor's tax identification/ social security number is/are:
_____.
3. Transferor's principal address is:
_____.
4. The gross sales price of this transfer is:
_____.

Transferor understands that this affidavit and information contained herein will be disclosed to the Internal Revenue Service by the Transferee and, that any false statement made herein by Transferor could be punished by fine, imprisonment, or both.

Under penalties of perjury, Transferor declares that Transferor has examined this affidavit and, to the best of Transferor's knowledge and belief, it is true, correct, and complete and further declares that he/she is duly authorized to execute this affidavit or has the authority to execute on behalf of Transferor.

TRANSFEROR:

LAKELAND CONSTRUCTION FINANCE, LLC

By: Scott L
Its: Sr. Vice President

Date: 5/11/11

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

TITLE INSURANCE COMMITMENT
Issued by



AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions on Page 2.

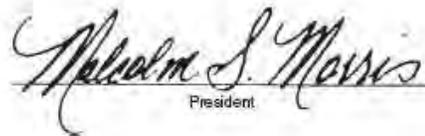
This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

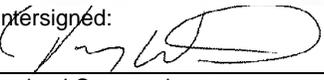
This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.


Chairman of the Board




President

Countersigned:

Authorized Countersignature

Stewart Title of Minnesota, Inc.
Company

Bloomington, Minnesota
City, State

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



ESTABLISHED 1893
INCORPORATED 1908

A NAME
RECOGNIZED NATIONALLY
AS BEING
SYNONYMOUS WITH
QUALITY



TABLE OF CONTENTS

Page

AGREEMENT TO ISSUE POLICY

1

SCHEDULE A

1. Commitment date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I – REQUIREMENTS

SCHEDULE B-II – EXCEPTIONS

CONDITIONS

2



P.O. Box 2029
Houston, Texas 77252

SCHEDULE A

Order Number: 149698

1. Effective Date: April 10, 2011 at 7:00 A.M.
2. Policy or Policies to be issued: Amount of Insurance
 - (a) ALTA Owner's 2006 \$1,900,000.00
Proposed Insured: The Conservation Fund
 - (b) ALTA Loan 2006
Proposed Insured: NONE
3. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and is at the effective date hereof vested in:

[Lakeland Construction Finance, LLC](#)

4. The land referred to in this Commitment is located in the County of Ramsey, State of Minnesota, and described as follows:

PARCEL A:

The West One-half of the Northeast Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, lying Westerly of the Westerly right-of-way line of State Trunk Highway 494, Ramsey County, Minnesota;

EXCEPT the North 150 feet of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, lying Westerly of the Westerly right-of-way line of State Trunk Highway 494;

AND ALSO EXCEPT that part of the Northeast Quarter of the Southwest Quarter 24, Township 28, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the intersection point of the North line of the Southwest Quarter; Section 24 and the Westerly Right-of-Way line of T.H. #393; thence Southwesterly along the Westerly Right-of-Way line of T.H. #393, a distance of 223.75 feet to the actual point of beginning of the tract to be described; thence continuing Southwesterly along Westerly Right-of-Way line of T.H. #393 a distance of 200 feet, to an angle point in said Right-of-Way line; thence deflecting Southwesterly 59 degrees 14 minutes, to the right, continuing along the Right-of-Way line of said T.H. #393, a distance of 195.51 feet, to another angle point in the said Right-of-Way line; thence Northeasterly, along a line drawn parallel to and 168 feet Northwesterly of said Westerly Right-of-Way line, as measured at right angles, a distance of 246.49 feet, more or less, to its intersection with a line drawn parallel to

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE A

the North line of said Southwest Quarter, Section 24 and Westerly from the actual point of beginning; thence East along said parallel line, a distance of 176.32 feet, more or less, to the actual point of beginning.

AND the West 974.9 feet of the Southeast Quarter of the Northwest Quarter of Section 24, Township 28, Range 22, except the North 500 feet thereof, all lying Westerly of the Westerly Right-of-Way line of State Trunk Highway 494, Ramsey County, Minnesota.

AND the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, Ramsey County, Minnesota; except that part taken by County of Ramsey in Final Certificate filed as Document No.'s 2254933 and 2256730.

PARCEL B:

That part of the Northeast Quarter of the Southwest Quarter, Section 24, Township 28, Range 22, Ramsey County, Minnesota described as follows:

Commencing at the intersection point of the North line of the Southwest Quarter, Section 24 and the Westerly Right-of-Way line of Trunk Highway #393; thence Southwesterly along the Westerly Right-of-Way line of Trunk Highway #393, a distance of 223.75 feet to the actual point of beginning of the tract to be herein described; thence continuing Southwesterly along said Westerly Right-of-Way line of Trunk Highway #393, a distance of 200 feet, to an angle point in said Right-of-Way line; thence deflecting Southwesterly 59 degrees 14 minutes to the right, continuing along the Right-of-Way line of said Trunk Highway #393, a distance of 195.51 feet, to another angle point in the said Right-of-Way line; thence Northeasterly, along a line drawn parallel to and 168 feet Northwesterly of said Westerly Right-of-Way line, a measured as right angles, a distance of 246.49 feet, more or less, to its intersection with a line drawn parallel to the North line of said Southwest Quarter, Section 24 and Westerly from the actual point of beginning; thence East along said parallel line, a distance of 176.32 feet, more or less, to the actual point of beginning.

PARCEL C:

The Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, Ramsey County, Minnesota.

PARCEL D:

That part of the Southeast Quarter of the Northwest Quarter of Section 24, Township 28, Range 22, described as follows:

Beginning at a point on the North line of the Southwest Quarter of the Northwest Quarter of Section 24, Township 28, Range 22, a distance of 325.3 feet West of the Northeast corner thereof; thence West along said North line a distance of 975.93 feet to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence Southerly, along the West line of said Quarter-Quarter section line, a distance of 500 feet; thence East, and parallel with the North line, a distance of 974.93 feet; thence Northerly 500 feet to the point of beginning; except the East 150 feet of the North 290.4 feet and except the West 110 feet of the North 396 feet, Ramsey County, Minnesota.

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE A

PARCEL E:

That certain real property situate in the County of Ramsey, Minnesota, described as follows:
The Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, Ramsey County, Minnesota, together with an easement over that part of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 24 and the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 24; begin 33.00 feet either side of the following described centerline: Commencing at the Northeast corner of said Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 24; thence South 89 degrees 58 minutes 49 seconds West (assumed bearing) along the North line thereof a distance of 33.00 feet to the point of beginning of said centerline; thence Northeasterly on a non-tangential curve concave to the Southeast having a chord bearing of North 33 degrees 43 minutes 49 seconds East with a radius of 120.00 feet, center angle of 67 degrees, 28 minutes 00 seconds, a distance of 141.37 feet; thence North 67 degrees, 28 minutes 49 seconds East, tangent to last described curve a distance of 217.69 feet, more or less, to the Right-of-Way of Inter-State Highway No. 494 and there terminating.

PARCEL F:

The Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, according to the government survey thereof, Ramsey County, Minnesota.

Abstract

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE B – Section I

Requirements

Order Number: 149698

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY PARAGRAPH THREE (3) OF THE CONDITIONS.

The following are the requirements to be complied with:

1. A properly executed and recordable deed from **Lakeland Construction Finance, LLC** to **The Conservation Fund, a Maryland non-profit corporation**.
2. Affidavit Regarding Seller(s) executed by **Lakeland Construction Finance, LLC**.
3. Affidavit Regarding Purchaser(s) executed by **The Conservation Fund, a Maryland non-profit corporation**.
4. The company requires the following to be satisfied, subordinated or partially released:
Collateral, Assignment of Sheriff's Certificate, Mortgage, Security Agreement and Fixture Financing Statement in the original principal amount of \$10,112,452.63, dated 3-4-2009, filed 3-23-2009, as [Document No. 4146806](#), between Lakeland Construction Finance, LLC, a Minnesota corporation, mortgagor, and Bank of Scotland PLC (f/k/a Bank of Scotland), acting through its New York Branch, a public limited company registered in Scotland, United Kingdom, as administrative agent for the ratable benefit of the Lenders, mortgagee.
5. The company requires the following to be satisfied, subordinated or partially released:
Collateral Assignment of Sheriff's Certificate, Mortgage, Security Agreement and Fixture Financing Statement in the original principal amount of \$10,112,452.63, dated 3-4-2009, filed 3-23-2009, as [Document No. 4146807](#), between Lakeland Construction Finance, LLC, a Minnesota corporation, mortgagor, and BOS (USA) Inc., as administrative agent for the ratable benefit of the Lenders, mortgagee.
6. The company requires the following to be satisfied, subordinated or partially released:
Mortgage in the original principal amount of \$1,550,000.00, dated 9-15-2004, filed 9-16-2004, as [Document No. 3792276](#), between CoPar Development, LLC, a Wisconsin corporation, mortgagor, and Lakeland Construction Finance, LLC, a Minnesota limited liability company, mortgagee. (As to Parcel F)
7. The company requires the following to be satisfied, subordinated or partially released:
Mortgage in the original principal amount of \$1,025,000.00, dated 8-20-2004, filed 8-27-2004, as

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE B – Section I

Requirements

[Document No. 3787082](#), between CoPar Development, LLC, a Minnesota limited liability company, mortgagor, and Lakeland Construction Finance, LLC, a Minnesota limited liability company, mortgagee. (As to Parcel E)

8. The company requires the following to be satisfied, subordinated or partially released:
Mortgage in the original principal amount of \$650,000.00, dated 7-27-2005, filed 8-15-2005, as [Document No. 3880188](#), between CoPar Development, LLC, a Minnesota limited liability company, mortgagor, and Lakeland Construction Finance, LLC, a Minnesota limited liability company, mortgagee. (As to Parcel D)
9. The company requires the following to be satisfied, subordinated or partially released:
Mortgage in the original principal amount of \$4,750,000.00, dated 5-5-2005, filed 5-12-2005, as [Document No. 3855048](#), between CoPar Development, LLC, a Minnesota limited liability company, mortgagor, and Lakeland Construction Finance, LLC, a Minnesota limited liability company, mortgagee. (As to Parcels A, B and C)
10. The company requires the following to be satisfied, subordinated or partially released:
Mortgage in the original principal amount of \$700,000.00, dated 11-2-2004, filed 12-1-2004, as [Document No. 3812239](#), between Gary G. Schlomka, a single individual, mortgagor, and Lakeland Construction Finance, LLC, a Minnesota limited liability company, mortgagee. (As to Parcels A, B and C)

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE B – Section II

Exceptions

Order Number: 149698

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Rights or claims of tenants, as tenants only, in possession under unrecorded leases.
7. Taxes for the year 2011 in the amount of \$36,114.00. They are half paid. Base Tax amount \$36,114.00.
PIN: 24-28-22-31-0017. Non-Homestead
There are no delinquent taxes of record.

Taxes for the year 2011 in the amount of \$1,610.00. They are half paid. Base Tax amount \$1,610.00.
PIN: 24-28-22-31-0002. Non-Homestead
There are no delinquent taxes of record.

Taxes for the year 2011 in the amount of \$10,834.00. They are half paid. Base Tax amount \$10,834.00.
PIN: 24-28-22-32-0001. Non-Homestead
There are no delinquent taxes of record.

Taxes for the year 2011 in the amount of \$7,758.00. They are half paid. Base Tax amount \$7,758.00.
PIN: 24-28-22-24-0010. Non-Homestead
There are no delinquent taxes of record.

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE B – Section II

Exceptions

Taxes for the year 2011 in the amount of \$10,834.00. They are half paid. Base Tax amount \$10,834.00.

PIN: 24-28-22-32-0003. Non-Homestead

There are no delinquent taxes of record.

Taxes for the year 2011 in the amount of \$9,714.00. They are half paid. Base Tax amount \$9,714.00.

PIN: 24-28-22-32-0002. Non-Homestead

There are no delinquent taxes of record.

8. There are no levied or pending special assessments.
9. Subject to the rights of Carver Avenue; Henry Lane Right of Way as laid out and traveled.
10. Terms and conditions of Easement for roadway and utility purposes as set forth in documents filed 10-30-1979, as [Document No. 2060364](#) and [Document No. 2060365](#).
11. Terms and conditions of Easement in favor of Great Lakes Pipe Line Company, a Delaware corporation dated 3-21-1931, filed 5-15-1931, in Book 892 Deeds, page 350, as [Document No. 817152](#).
Assigned to Williams Brothers Pipe Line Company, a Delaware corporation, by Minnesota Special Warranty Deed, dated 3-15-1966, filed 4-5-1966, as [Document No. 1672978](#).
(Note: Easement appears to be unconfined)
12. Terms and conditions of controlled access as set forth in Final Certificate dated 5-7-1962, filed 6-21-1962, in Book 1795, page 365, as [Document No. 1565350](#).
Also shown in Quit Claim Deed dated 9-14-1972, filed 12-1-1972, as [Document No. 1843272](#), and as shown on Minnesota Department of Transportation Right-of-Way Plat No. 62-19, dated 7-30-2002, filed 8-6-2002, as [Document No. 3523549](#).
13. Terms and conditions of Easement for storm sewer and drainage purposes in favor of Ramsey Washington Metro Watershed District as set forth in Surface Water Drainage Easement dated 6-20-1989, filed 7-7-1989, as Document No. [2499330](#) and [2499331](#).
14. Rights of the State of Minnesota as set forth in Final Certificate dated 5-7-1962, filed 6-21-1962, as [Document No. 1565350](#).
15. Terms and conditions of Easement for roadway purposes dated 10-4-1947, filed 10-6-1947, in Book 1261 of Deeds, page 28, as [Document No. 1160446](#).

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE B – Section II

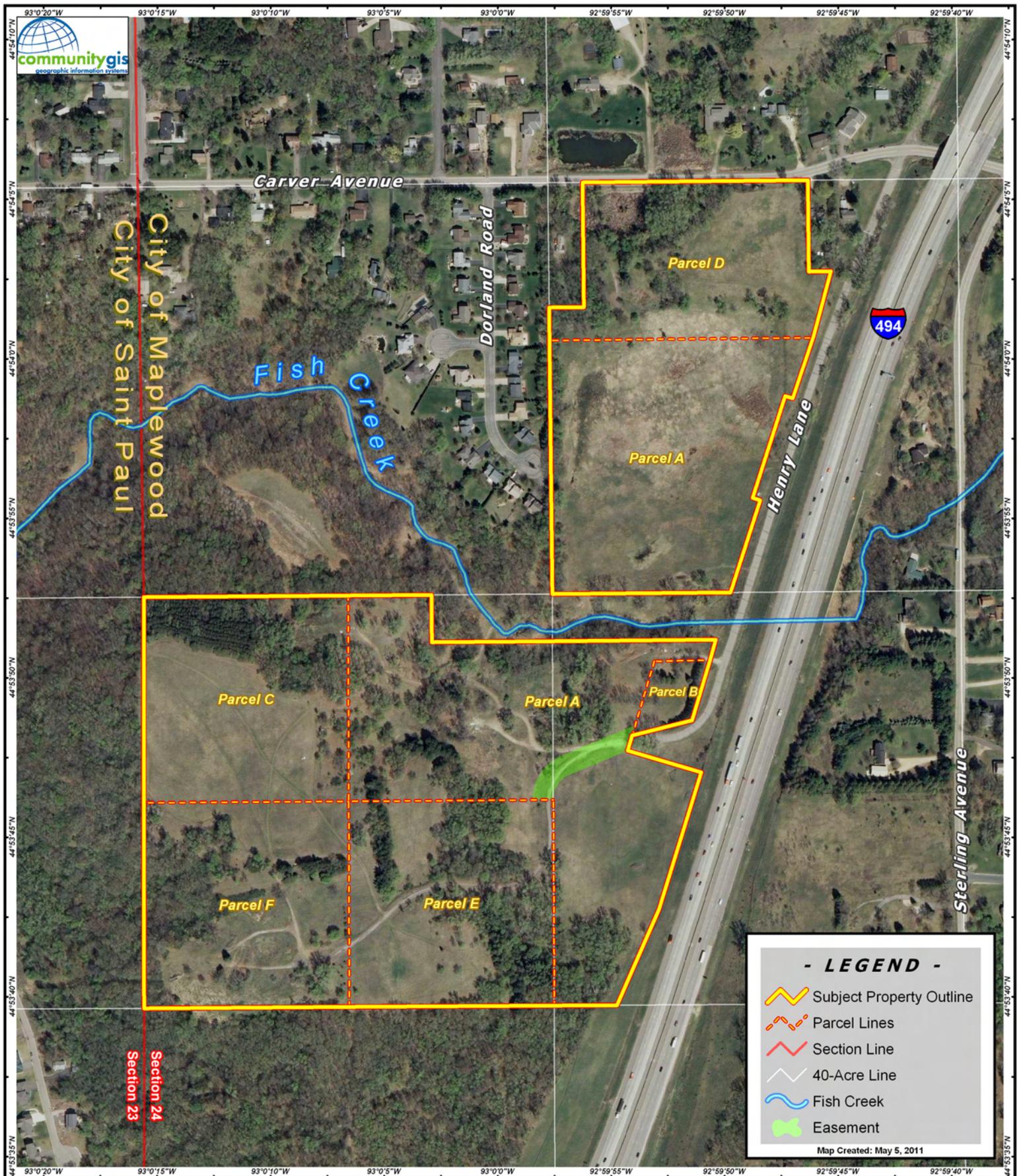
Exceptions

16. Terms and conditions of Right of Way Agreement dated 11-19-1959, filed 12-21-1959, as [Document No. 15010190](#).
(Note: easement appears to be partially defined)
17. Terms and conditions of Memorandum of Option Agreement dated 3-1-2005, filed 3-31-2005, as [Document No. 3844715](#), between CoPar Development, LLC, a Minnesota limited liability company, and The Rottlund Company, Inc., a Minnesota corporation. (As to Parcel E)
18. Terms and conditions of Memorandum of Option Agreement dated 3-1-2005, filed 3-31-2005, as [Document No. 3844716](#), between CoPar Development, LLC, a Minnesota limited liability company, and The Rottlund Company, Inc., a Minnesota corporation. (As to Parcel F)
19. Terms and conditions of Developer’s Agreement dated 9-17-2008, filed 10-16-2008, as [Document No. 4122071](#).
20. Subject to the following matters as disclosed on the survey prepared by McCombs Frank Roos Associates, Inc., dated 5-6-2005:
 - a) Fence and buildings (As to Parcel D)

Note: Stewart Title is not in possession of the above mentioned survey. This exception was carried forward from a prior policy.
21. Intentionally moved to Schedule B-1.
22. Intentionally moved to Schedule B-1.
23. Intentionally moved to Schedule B-1.
24. Intentionally moved to Schedule B-1.
25. Intentionally moved to Schedule B-1.

Note: Revised 5-27-2011:Schedule B-2, Item 21-25 moved to Schedule B-1

**STEWART TITLE
GUARANTY COMPANY**



Map Resource Information

Protected Property created by Community GIS Services Inc.
 All data overlaid 2010 MN DNR true color aerial photograph.
 Map & labeled coordinates use projection of: Latitude/Longitude
 (Degrees, Minutes, Decimal Seconds) Datum NAD83

Users of this map agree and acknowledge that Community GIS Services Inc.,
 The Conservation Fund, and The City Of Maplewood cannot be held liable
 for accuracy of GIS material provided. GIS materials should not be relied upon
 to establish legal title, boundary lines, or locations of improvements.

Twp. 28 N Rng. 22 W Sec. 24 - Ramsey County, MN

THE CONSERVATION FUND
 America's Partner in Conservation



Scale:
 1" = 400'



Protecting Fish Creek Natural Area Greenway

Project:	Acquire 70 acres adjacent to Fish Creek Open Space
Intended Use:	Protect natural resources and provide public access for hiking and enjoyment of nature
Location:	Maplewood, MN, Ramsey County
Partners:	City of Maplewood, Ramsey County, Ramsey-Washington Metro Watershed District, The Conservation Fund, 3M Foundation
Project Cost:	\$2,100,000
Unmet Need:	\$975,000

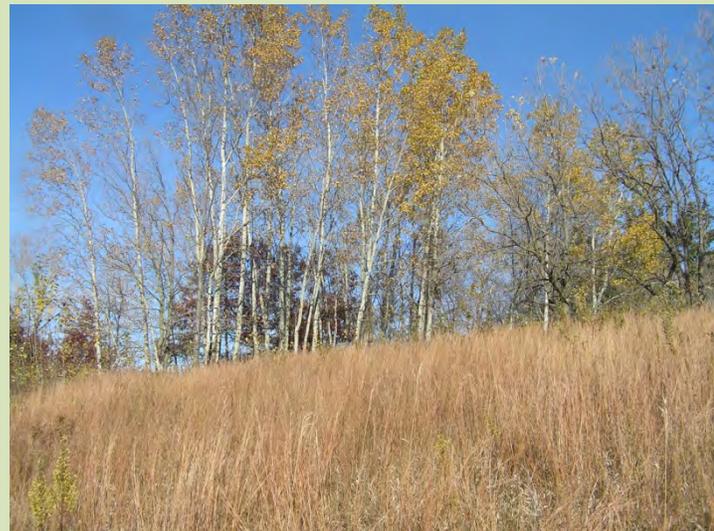


The Fish Creek Natural Area Greenway stretches from the Mississippi River in St. Paul, through Maplewood, to Carver Park in Woodbury. The heart of the greenway is Fish Creek and Ramsey County's 142-acre Fish Creek Open Space. In 2010, project partners adopted a vision for the greenway and plans for protection, stewardship, and access to nature.

Now is the time! A top priority parcel is for sale. Surrounded on three sides by county open space, this site is a key link in the greenway. Once pasture land, today this land is open rolling hills with wide views, a prairie remnant, oak and aspen woodlands, and a pine plantation. The southwest corner of the site is Mississippi River bluff land with a dramatic vista across the river valley. Part of the Mississippi River flyway, the site is frequented by raptors, songbirds, and wildlife species such as fox, coyote, deer, and opossum.



Views of Fish Creek from Ramsey County Open Space.



Prairie remnant and aspen grove on the site.

Help Preserve This Link In The Greenway

Preserving this site will protect:

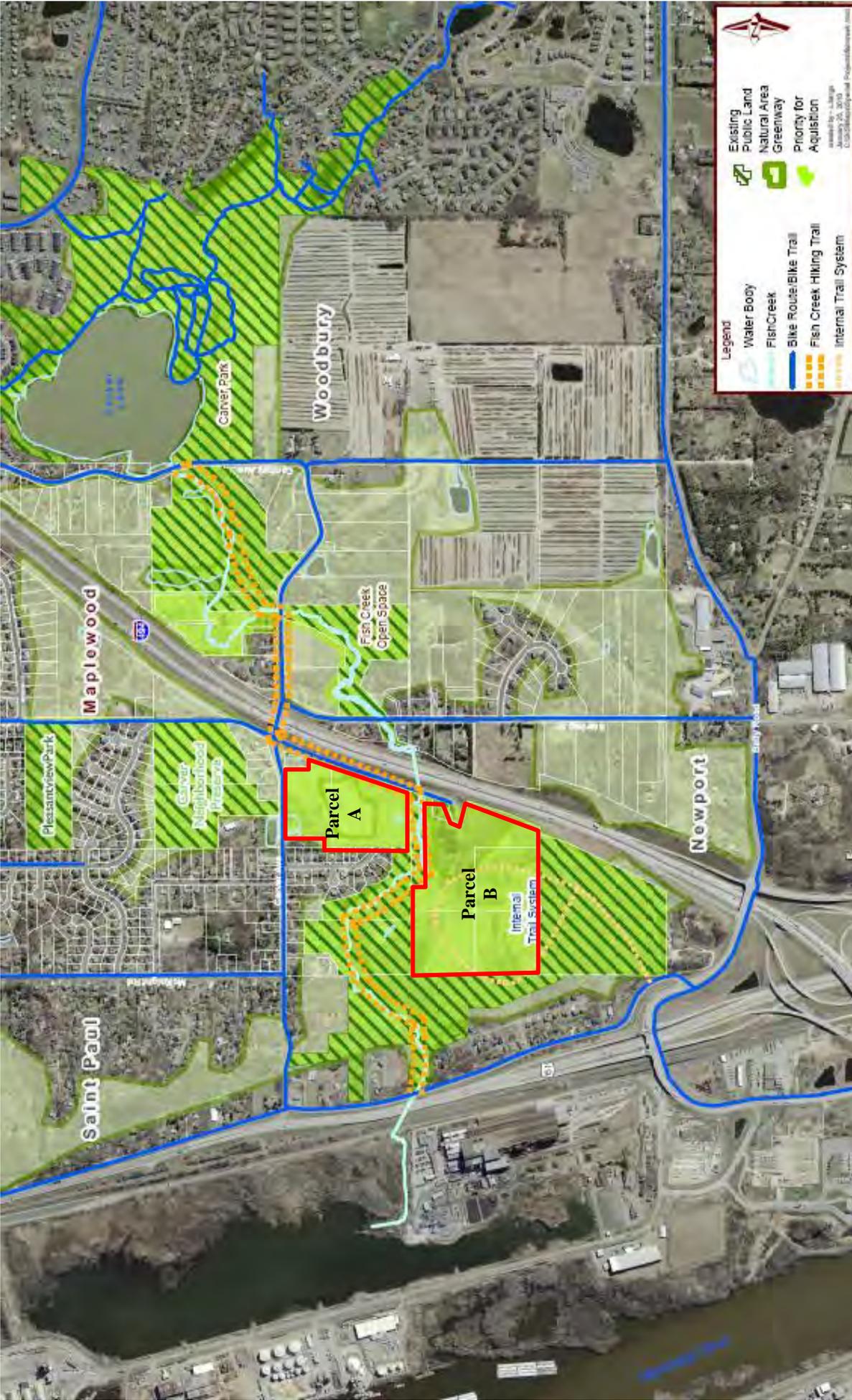
- Wildlife habitat including woodlands and grasslands.
- Fish Creek and its upland buffer.
- Mississippi River bluff lands.
- Scenic views.

Preserving this site will create opportunities for hiking and nature exploration:

- Public access to the bluff top and its incredible views over the Mississippi River Valley.
- Future hiking trail winding through the rolling hills.
- Access point needed to create the Fish Creek Hiking Trail, a 1-1/2 mile trail from Point Douglas Road in St. Paul to Carver Lake Park in Woodbury.
- Significantly improved access to existing county lands.
- Connections to local and regional bike trails, including the Mississippi River Trail.

Contact: DuWayne Konewko, Director Parks and Recreation, City of Maplewood, 651-249-2330
duwayne.konewko@ci.maplewood.mn.us

This site lies within the Mississippi National River and Recreation Area, The Mississippi River Corridor Critical Area, and the Metro Conservation Corridor.



Welcome to the Fish Creek Natural Area Greenway. Natural areas are shaded green on this map. The crosshatch indicates land in public ownership. Parcels A and B make up the 70-acre site that is for sale. The proposed Fish Creek Hiking Trail (orange dotted line) would follow the creek for much of its route.