

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, July 14, 2014
City Hall, Council Chambers
Meeting No. 12-14

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Mayor's Address on Protocol:

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

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. Approval of June 23, 2014 City Council Workshop Minutes
2. Approval of June 23, 2014 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

None

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 Transfers to Close Capital Funds
3. Approval of Resolution Certifying Election Judges for the August 12, 2014 Primary State Election
4. Approval of a Fee Waiver for a Temporary Food Sales Permit for Boy Scouts of America Troop #461
5. Approval of a Temporary Lawful Gambling Permit and Waiver of Permit Fee for the St. Paul East Parks Lions Club, 2100 White Bear Avenue
6. Approval to Accept Donation from Macy's "I Heart a Park" Program
7. Approval of Resolution for Final Payment and Acceptance of Project, Joy Park Phase II
8. Approval of Lot Repurchase Request for 1713 Laurie Road East
9. Approval of Lot Repurchase Request for Properties South of 2036 English Street North
10. Approval of Work on Fleet Garage Doors at 1902 County Road B East
11. Approval of Agreement for Professional Services, County Road B Trail and Safety Improvements, City Project 14-02
12. Approval to Donate Lockers to Harmony School
13. Approval of Purchase Agreement for the Century Avenue Fire Station, 1177 North Century Avenue

H. PUBLIC HEARINGS

1. Approval of Amendments to the Ordinance Regulating Tattoo Establishments—First Reading
2. Approval of Warehousing in Business Commercial Districts by Conditional Use Permit Ordinance Amendment—Second Reading

I. UNFINISHED BUSINESS

1. Approve Resolutions Awarding Bond Sale - General Obligation Bonds 2014A and 2014B
2. Approval of Amendments to the City's Health Codes – Second Reading
3. English Street Petition Update

J. NEW BUSINESS

1. Approval of Resolution for a Lawful Gambling Premise Permit for Chops, Inc at McCarron's Pub & Grill, 1986 Rice Street
2. Approval of the Following Requests for the Days Inn Conversion to Senior Housing at 3030 Southlawn Drive:
 - a. A Conditional Use Permit to Allow Multi-Family Housing in a Business Commercial District
 - b. A Parking Reduction for Fewer Parking Spaces than Required
 - c. A Unit-Size Reduction Variance
 - d. Design Plans
3. Approval of the Maekloth Addition Preliminary Plat and Final Plat, Hazelwood Street and County Road D East
4. Approval of the Following at 1081 Highway 36 for Chuck Whitaker:
 - a. A Conditional Use Permit for Used-Car Sales
 - b. A Variance for Used-Car Sales Closer than 350 Feet to a Residential District
5. Approval of Terra General Contracting as Construction Manager, East Metro Public Safety Training Center, City Project 09-09

K. AWARD OF BIDS

None

L. VISITOR PRESENTATIONS – *All presentations have a limit of 3 minutes.*

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update
2. Update on Light It Up Maplewood—July 4th Event

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 651.249.2000 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
6:00 P.M. Monday, June 23, 2014
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 6:02 p.m. by Mayor Slawik.

B. ROLL CALL

Nora Slawik, Mayor	Present
Marylee Abrams, Councilmember	Present
Robert Cardinal, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present

C. APPROVAL OF AGENDA

Councilmember Koppen moved to approve the agenda as submitted.

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS**1. Recreation Programming Overview**

Parks and Recreation Director Konewko introduced Recreation Manager Robbins who gave the specifics of the report.

2. CAPRA Accreditation

Parks and Recreation Director Konewko introduced Bob Bierschied, former Parks & Recreation Director for the City of St. Paul. Mr. Bierschied addressed the council and provided specifics of the report.

3. Presentation on Customer Service Initiatives

Citizen Services Director Guilfoile gave the staff report. Police Chief Schnell gave additional information.

F. ADJOURNMENT

Mayor Slawik adjourned the meeting at 6:55 p.m.

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, June 23, 2014
Council Chambers, City Hall
Meeting No. 11-14

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:05 p.m. by Mayor Slawik.

Public Works Director/City Engineer Thompson gave a report on the recent rain fall and the effect it's having on the City's Sanitary Sewer System.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Nora Slawik, Mayor	Present
Marylee Abrams, Councilmember	Present
Robert Cardinal, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present

D. APPROVAL OF AGENDA

- N3 National Night Out
- N4 Green Team
- N5 League of Minnesota Cities Annual Conference Green Step Recognition
- N6 Planning Commission Report
- N7 Pavement Deterioration
- N8 Cardinal Point Issue
- N9 Tartan Board
- N10 Fireworks

- M2 Letter of Intent from LCS Lawn Service
- M3 4th of July Celebration

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 9, 2014 City Council Workshop Minutes

Councilmember Juenemann moved to approve the June 9, 2014 City Council Workshop Minutes as submitted.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

2. Approval of June 9, 2014 City Council Meeting Minutes

Councilmember Abrams noted a correction to page 2 of the minutes, under Consent Agenda it should state “Councilmember Abrams requested further information for...”

Councilmember Juenemann noted a change to page 21 of the minutes, change agenda item J8 to read “Councilmember Juenemann moved to approve the ...”

Councilmember Juenemann moved to approve the June 9, 2014 City Council Meeting Minutes as amended.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Announcement of Governor Dayton’s Appointment of Police Chief Schnell to the POST (Peace Officers Standards and Training) Board

Mayor Slawik reported on and congratulated Police Chief Schnell for his appointment to the Peace Officers Standards and Training Board. Police Chief Schnell gave additional information.

G. CONSENT AGENDA

Councilmember Juenemann had a question on G7 and G9; and highlighted G12 and G15. Councilmember Cardinal requested G4 be highlighted.

Councilmember Juenemann moved to approve agenda items G1-G15.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Juenemann moved to approve the Approval of Claims.

ACCOUNTS PAYABLE:

\$427,679.61 Checks # 92656 thru # 92702
dated 06/10/14 thru 06/15/14

\$469,475.61 Disbursements via debits to checking account
dated 06/02/14 thru 06/06/14

\$389,404.14	Checks #92703 thru # 92740 dated 06/17/14
\$479,906.06	Disbursements via debits to checking account dated 06/09/14 thru 06/13/14
<u>\$1,766,465.42</u>	Total Accounts Payable

PAYROLL

\$531,066.88	Payroll Checks and Direct Deposits dated 06/06/14
\$640.00	Payroll Deduction check #9990038 thru #9990039 dated 06/06/14
<u>\$531,706.88</u>	Total Payroll
<u><u>\$2,298,172.30</u></u>	GRAND TOTAL

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Approval of Resolution Appointing Anastacia Belladonna-Carrera to the Human Rights Commission

Councilmember Juenemann moved to approve the Resolution Appointing Anastacia Belladonna-Carrera to the Human Rights Commission.

Resolution 14-6-1081

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

Hereby appoints the following individual, who has interviewed with the Maplewood City Council, to serve on the following commission:

Human Rights Commission

Anastacia Belladonna-Carrera, term expires May 1, 2015

Seconded by Councilmember Koppen Ayes – All

The motion passed.

3. Approval of Resolution for a Temporary Lawful Gambling Permit for the White Bear Avenue Business Association, 2020 White Bear Avenue N

Councilmember Juenemann moved to approve the Resolution for a Temporary Lawful Gambling Permit for the White Bear Avenue Business Association, 2020 White Bear Avenue N

Avenue N.

Resolution 14-6-1082

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the temporary gambling permit is approved for White Bear Avenue Business Association to be used at the Ramsey County Fair, 2020 White Bear Avenue, Maplewood, MN from July 9 through July 13, 2014.

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

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

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

Seconded by Councilmember Koppen Ayes – All

The motion passed.

4. Approval to Waive Permit Fees for Ramsey County Fair, 2020 White Bear Avenue N

City Clerk Guilfoile gave the staff report. Joe Fox, organizer of the Ramsey County Fair addressed the council and gave additional information. The council applauded Joe Fox for his involvement with the Ramsey County Fair and his role at the Minnesota State Fair.

Councilmember Juenemann moved to approve the Permit Fees for a Noise Control Waiver, Fireworks Display and Temporary Amusement Rides be waived for Ramsey County Fair, 2020 White Bear Avenue N.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

5. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 3, East Metro Public Safety Training Center Phase I Bid Package 5 Improvements Burn Building and Burn Tower, City Project 09-09

Councilmember Juenemann moved to approve the Resolution Directing Modification of Existing Construction Contract, Change Order No. 3, East Metro Public Safety Training Center Phase I Bid Package 5 Improvements Burn Building and Burn Tower, City Project 09-09.

Resolution 14-6-1083

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

14. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 4 with Jorgenson Construction, Police Department Expansion Project – Phase 3

Councilmember Juenemann moved to approve the Resolution Directing Modification of Existing Construction Contract, Change Order 4 with Jorgenson Construction, Police Department Expansion Project – Phase 3.

Resolution 14-6-1086
Directing Modification of Existing Construction Contract
Police Department Expansion Project – Phase 3, Change Order No. 4

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Police Department Expansion Project – Phase 3, 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 Police Department Expansion Project – Phase 3, Change Order No. 4.

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

1. The Mayor is hereby authorized and directed to modify the existing contract by executing said Change Order No. 4 which is an increase of \$62,142.00.

The revised contract amount is \$2,292,692.00.

Adopted by the Maplewood City Council on this 23rd day of June 2014.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

15. Approve Memorandum of Understanding with St. John's Hospital for Certain Healthcare Services

City Attorney Kantrud gave the staff report.

Councilmember Juenemann moved to approve the Mayor and City Manager execute the Memorandum of Understanding with HealthEast St. John's Hospital supporting their application to participate in the Federal Government's 340B Drug Discount Program.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

H. PUBLIC HEARING**1. Approval of Amendments to the City's Health Codes – First Reading**

Health Officer Wellens gave the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the first reading of amendments to the City's Health Codes (Chapter 12 and 14). The second reading is scheduled for July 14, 2014.

Seconded by Councilmember Cardinal

Councilmember Juenemann moved to table the motion until after the public hearing.

Mayor Slawik opened the public hearing. No one spoke.

Mayor Slawik closed the public hearing.

Councilmember Juenemann moved to approve the first reading of amendments to the City's Health Codes (Chapter 12 and 14). The second reading is scheduled for July 14, 2014.

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

I. UNFINISHED BUSINESS**1. Detachment Hearing Regarding Johnson/Berwald Petition
a. Intent to Close Meeting (§13D.05)**

City Attorney Kantrud gave the justification for closing the meeting.

Mayor Slawik closed the meeting.

Mayor Slawik called the meeting back to order.

City Attorney Kantrud gave a brief overview of the closed session.

J. NEW BUSINESS

None

K. AWARD OF BIDS

None

L. VISITOR PRESENTATION

1. William Diesslin, Maplewood Resident
2. Tim Kinley, Maplewood Resident

4. Green Team

Councilmember Juenemann reported on the Green Team meeting she attended last week.

5. League of Minnesota Cities Annual Conference Green Step Recognition

Councilmember Abrams reported on the League of Minnesota Cities Annual Conference she attended on June 18th, 19th and 20th in St. Cloud where she received a presentation in recognition of the City's participation in the Minnesota's Green Step Cities Program at the Step 3 Level. Councilmember Juenemann noted the City is over halfway to Step 4.

6. Planning Commission Report

Councilmember Cardinal reported on the Planning Commission meeting he attended on Tuesday, June 17th.

7. Pavement Deterioration

Councilmember Cardinal reported on articles in the Star Tribune and Pioneer Press regarding asphalt roads crumbling in Woodbury, MN. Public Works Director/City Engineer Thompson gave additional information.

8. Cardinal Point Issue

Councilmember Cardinal reported on an issue that there are some tree branches approaching Cardinal Point property. The City of Maplewood does not own the property and Ramsey County does want to permit them to cut the branches. Staff will look into the issue.

9. Tartan Board

Councilmember Koppen reported on the Tartan Ice Arena Board Meeting he and councilmember Cardinal attended on Monday, June 9th. Councilmember Cardinal gave additional information.

10. Fireworks

Councilmember Cardinal reported on Maplewood Fireworks that will take place at Hazelwood Park on Friday, July 4th.

O. ADJOURNMENT

Mayor Slawik adjourned the meeting at 10:03 p.m.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Gayle Bauman, Finance Director
DATE: July 3, 2014
SUBJECT: Approval of Claims

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:

\$ 1,496,032.90	Checks #92744 thru # 92784 dated 06/24/14
\$ 161,049.21	Disbursements via debits to checking account dated 06/16/14 thru 06/20/14
\$ 238,111.65	Checks # 92785 thru #92826 dated 06/24/14 thru 07/01/14
\$ 537,356.34	Disbursements via debits to checking account dated 06/23/14 thru 06/27/14
\$ 2,432,550.10	Total Accounts Payable

PAYROLL

\$ 524,064.24	Payroll Checks and Direct Deposits dated 06/20/14
\$ 890.15	Payroll Deduction check # 990054 thru # 990056 dated 06/20/14
\$ 524,954.39	Total Payroll
\$ 2,957,504.49	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.

Attachments

Check Register
City of Maplewood

06/19/2014

Check	Date	Vendor	Description	Amount	
92744	06/24/2014	03067	CRAIG RAPP LLC	CONSULTANT FEE - SENIOR MGMT TEAM	4,950.00
92745	06/24/2014	03516	ANTHONY GABRIEL	SECURITY OFFICER MCC JUNE 7	280.00
92746	06/24/2014	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - MAY	1,213.65
92747	06/24/2014	04206	H A KANTRUD	ATTORNEY SRVS FEES/RENT - JULY	15,766.67
92748	06/24/2014	02196	JORGENSON CONST INC	POLICE DEPT EXPANSION PHASE 3	661,580.00
92749	06/24/2014	00985	METROPOLITAN COUNCIL	WASTEWATER - JULY	230,271.57
92750	06/24/2014	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD LIVING,SEASONS - JUNE	9,433.54
92751	06/24/2014	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - MAY 1 - 15	341.50
92752	06/24/2014	01546	SUBURBAN SPORTSWEAR	DAYCAMP & STAFF SHIRTS	1,324.00
	06/24/2014	01546	SUBURBAN SPORTSWEAR	AQUATIC & BLDG ATTENDANT UNIFORM	182.00
92753	06/24/2014	05352	CHRISTOPHER SWANSON	REIMB MEMBERSHIP DUES & WORKSHOP	35.00
92754	06/24/2014	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	1,936.32
	06/24/2014	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	1,355.49
	06/24/2014	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	179.40
	06/24/2014	01190	XCEL ENERGY	FIRE SIRENS	36.14
92755	06/24/2014	05362	45 NORTH SOLAR	EDUCATIONAL WORKSHOP 4/3/14	200.00
92756	06/24/2014	02947	A A METCALF MOVING STORAGE CO	REIMB FOR IRRIGATION SYS REPAIR	5,300.00
92757	06/24/2014	05363	JOSHUA ANDERSON	REIMB FOR OAR & OAR LOCK 6/13	48.19
92758	06/24/2014	03877	ASSOC OF RECYCLING MANAGERS	MEMBERSHIP DUES & WORKSHOP	35.00
92759	06/24/2014	05361	BARTHE & WAHRMAN	2013A BOND COSTS	1,500.00
92760	06/24/2014	05360	BEACON ATHLETICS	FIELD MARKING PAINT	144.81
92761	06/24/2014	04549	JAN ALICE CAMPBELL	ZUMBA SAT MORNINGS & MALL PROMO	90.00
92762	06/24/2014	05160	JOSE D CARBAJAL	GUITAR INSTRUCTION - JUNE	172.00
92763	06/24/2014	05229	COVERT TRACK GROUP INC.	ANNUAL SRVS FOR GPS TRACKING UNITS	2,340.00
92764	06/24/2014	05330	JENNIFER JEAN ECKES	MCC EVENT JUNE 7 POP UP MUSICAL	265.50
92765	06/24/2014	04461	HAGSTROM BUILDER INC.	ESCROW RELEASE 2390 KELLER PKWY	1,005.70
92766	06/24/2014	00671	HIRSHFIELD'S	ATHLETIC FIELD MARKING PAINT	1,416.00
92767	06/24/2014	03330	HOISINGTON KOEGLER GROUP INC	PARK SYSTEM PLAN PROF SRVS - MAY	6,322.75
92768	06/24/2014	04909	KIDZIBITS	SOLAR ENERGY WALL DISPLAY 1/2 PMT	3,250.00
92769	06/24/2014	00857	LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS CONTROL WORKSHOP	20.00
92770	06/24/2014	04318	MILLER EXCAVATING, INC.	PROJ 09-09 EMPSTC PHASE 1 PMT#1	182,339.20
92771	06/24/2014	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - MAY	3,150.48
	06/24/2014	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHG - JUNE	1,000.00
92772	06/24/2014	04092	NORTHWEST ASPHALT, INC.	ESCROW RELEASE 1885 CO RD D E	5,031.37
92773	06/24/2014	00001	ONE TIME VENDOR	REIMB M LUNA - DIRT & SOD	200.33
92774	06/24/2014	01345	RAMSEY COUNTY	ACTIVITY RECORDER/REG - APRIL	184.00
	06/24/2014	01345	RAMSEY COUNTY	ACTIVITY RECORDER/REG - APRIL	112.00
	06/24/2014	01345	RAMSEY COUNTY	ACTIVITY RECORDER/REG - APRIL	46.00
92775	06/24/2014	01337	RAMSEY COUNTY-PROP REC & REV	PROPERTY TAXES - 1481 HENRY LN S	6,154.92
	06/24/2014	01337	RAMSEY COUNTY-PROP REC & REV	PROPERTY TAXES 2228 MAPLEWOOD DR	5,223.96
	06/24/2014	01337	RAMSEY COUNTY-PROP REC & REV	PROPERTY TAXES - 0 HENRY LN S	1,953.72
	06/24/2014	01337	RAMSEY COUNTY-PROP REC & REV	PROPERTY TAXES - 1501 HENRY LN S	1,953.72
	06/24/2014	01337	RAMSEY COUNTY-PROP REC & REV	PROPERTY TAXES - UNASSIGNED	1,953.72
	06/24/2014	01337	RAMSEY COUNTY-PROP REC & REV	PROPERTY TAXES - 2410 CARVER AVE E	1,598.40
	06/24/2014	01337	RAMSEY COUNTY-PROP REC & REV	PROPERTY TAXES - 1461 HENRY LN S	591.84
92776	06/24/2014	04201	READY WATT	SIREN MAINTENANCE	5,741.00
92777	06/24/2014	01578	T R F SUPPLY CO.	MISC SUPPLIES	789.80
	06/24/2014	01578	T R F SUPPLY CO.	MISC SUPPLIES	462.30
92778	06/24/2014	05342	TERRA GERALD CONTRACTORS	PROJ 12-14 FIRE DEPT SOUTH PMT#4	209,055.10
92779	06/24/2014	01649	TRI-STATE BOBCAT, INC.	S130 BOBCAT SKID LOADER	1,900.00
92780	06/24/2014	04357	UNIVERSAL HOSPITAL SRVS, INC.	BIOMEDICAL SERVICES	630.00
92781	06/24/2014	03606	URBAN COMPANIES	PROJ 11-19 RAINWATER GARDENS FINAL	5,989.49
92782	06/24/2014	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - MAY	325.00

92783	06/24/2014	05220	WEBER, INC.	PROJ 09-09 EMPSTC PMT#6	80,042.72
92784	06/24/2014	05349	WHP TRAININGTOWERS	PROJ 09-09 EMPSTC PMT#2	21,212.00
	06/24/2014	05349	WHP TRAININGTOWERS	PROJ 09-09 EMPSTC FINAL PMT	7,396.60
					<u>1,496,032.90</u>

41 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
6/16/2014	MN State Treasurer	Drivers License/Deputy Registrar	40,440.52
6/16/2014	VANCO	Billing fee	120.75
6/17/2014	MN State Treasurer	Drivers License/Deputy Registrar	16,463.08
6/18/2014	MN State Treasurer	Drivers License/Deputy Registrar	23,563.12
6/19/2014	MN State Treasurer	Drivers License/Deputy Registrar	34,542.87
6/20/2014	MN State Treasurer	Drivers License/Deputy Registrar	29,864.00
6/20/2014	MN Dept of Natural Resources	DNR electronic licenses	1,222.18
6/20/2014	MN Dept of Revenue	Sales Tax	7,531.00
6/20/2014	MN Dept of Revenue	Fuel Tax	342.29
6/20/2014	ICMA (Vantagepointe)	Deferred Compensation	4,308.00
6/20/2014	Optum Health	DCRP & Flex plan payments	2,651.40
			161,049.21

*Detailed listing of VISA purchases is attached.

Check Register
City of Maplewood

06/26/2014

Check	Date	Vendor	Description	Amount	
92785	06/24/2014	02464	US BANK	FUNDS FOR MCC ATM	10,000.00
92786	07/01/2014	02149	HEIDI CAREY	MARKETING & ADVERTISING - JUNE	4,000.00
92787	07/01/2014	04137	THE EDGE MARTIAL ARTS	KARATE INSTRUCTION DEC2013-MAY2014	1,575.81
92788	07/01/2014	05028	ENERGY ALTERNATIVES SOLAR, LLC	CITY HALL SOLAR SYSTEM LEASE-JUNE	397.00
	07/01/2014	05028	ENERGY ALTERNATIVES SOLAR, LLC	MCC SOLAR SYSTEM LEASE - JUNE	369.00
92789	07/01/2014	04572	ETTEL & FRANZ ROOFING CO.	ROOF REPAIRS - PUBLIC WORKS	1,673.00
	07/01/2014	04572	ETTEL & FRANZ ROOFING CO.	ROOF REPAIRS - NATURE CENTER	609.00
92790	07/01/2014	01949	GARY L FISCHLER & ASSOC PA	CANDIDATE SCREENING	375.00
92791	07/01/2014	03875	JASON KREGER	REIMB FOR TUITION 1/1 - 6/1	409.53
92792	07/01/2014	00932	MAPLEWOOD BAKERY	MDSE FOR RESALE	402.00
92793	07/01/2014	02043	OVERHEAD DOOR COMPANY	REPLACE FIRE DROP DOOR/PW GARAGE	20,905.00
	07/01/2014	02043	OVERHEAD DOOR COMPANY	REPAIR DOOR #3 IN PW GARAGE	1,463.00
92794	07/01/2014	01337	RAMSEY COUNTY-PROP REC & REV	PLANTS	108.00
92795	07/01/2014	02930	DEB SCHMIDT	REIMB FOR MILEAGE 1/1 - 6/30	103.21
92796	06/27/2014	05215	CORESTRONG FITNESS LLC	SOCCER CLINIC INSTRUCTION	1,600.00
92797	07/01/2014	05339	CHRIS MASTELL TRAILER RENTALS	STORAGE TRAILER RENTAL FOR PDEP	1,012.50
92798	07/01/2014	03874	COMMERCIAL FURNITURE SERVICES	PANEL CLEANING - P&R - CD	2,109.75
92799	07/01/2014	02929	GLTC PREMIUM PAYMENTS	LTC MONTHLY PREMIUM - JULY	366.84
92800	07/01/2014	03339	GRAFFIC TRAFFIC LLC	SHIRTS FOR MW MELTDOWN PROG	187.50
92801	07/01/2014	03218	KLINE NISSAN	1ST TIME DENIED CVR INCORRECT VIN	1,871.62
	07/01/2014	03218	KLINE NISSAN	2ND TIME DENIED CVR INCORRECT VIN	1,871.62
92802	07/01/2014	01897	KRAUS-ANDERSON CONSTRUCTION CO	ESCROW REL 2985 MAPLEWOOD DR N	534.03
92803	07/01/2014	00857	LEAGUE OF MINNESOTA CITIES	LOSS CONTROL WORKSHOP	20.00
92804	07/01/2014	03818	MEDICA	MONTHLY PREMIUM - JULY	169,707.12
92805	07/01/2014	01126	NCPERS MINNESOTA	MONTHLY PREMIUM - JULY (JUNE DED)	496.00
92806	07/01/2014	00001	ONE TIME VENDOR	REFUND L KOENIG MERSC DISCOUNT	219.07
92807	07/01/2014	00001	ONE TIME VENDOR	REFUND G SOBANIA LIFE GUARD TRAIN	200.00
92808	07/01/2014	00001	ONE TIME VENDOR	REFUND C SPRAGGINS B-DAY PARTY	112.48
92809	07/01/2014	00001	ONE TIME VENDOR	REFUND M BOHANNAN ROOM RENTAL	85.70
92810	07/01/2014	00001	ONE TIME VENDOR	REFUND K FREUND SOFTBALL	70.00
92811	07/01/2014	00001	ONE TIME VENDOR	REFUND AYD HP BENEFIT	60.00
92812	07/01/2014	00001	ONE TIME VENDOR	REFUND L BURFIEND HP BENEFIT	60.00
92813	07/01/2014	00001	ONE TIME VENDOR	REFUND K ALBERT HP BENEFIT	40.00
92814	07/01/2014	00001	ONE TIME VENDOR	REFUND D HARDEN BCBS BENEFIT	40.00
92815	07/01/2014	00001	ONE TIME VENDOR	REFUND C BRYNGELSON HP BENEFIT	20.00
92816	07/01/2014	00001	ONE TIME VENDOR	REFUND J STUTSMAN HP BENEFIT	20.00
92817	07/01/2014	00001	ONE TIME VENDOR	REFUND J FITZPATRICK BCBS BENEFIT	20.00
92818	07/01/2014	00001	ONE TIME VENDOR	REFUND J KORMANN BCBS BENEFIT	20.00
92819	07/01/2014	03897	RAMSEY C0 LEAGUE OF LOCAL GOV	2014 VOTING SYSTEM	6,818.18
92820	07/01/2014	04054	STEVEN REED	DJ SERVICES MCC & CARVER	400.00
92821	07/01/2014	05338	REPUBLIC SERVICES #923	DUMPSTER & TRASH REMOVAL	1,141.69
92822	07/01/2014	01418	SAM'S CLUB DIRECT	DAY CAMP SNACKS	204.58
	07/01/2014	01418	SAM'S CLUB DIRECT	CAKE/CUP CAKES FOR RETIREMENT	46.59
92823	07/01/2014	00006	SILVER FIT	REFUND P MCCARTHY HP BENEFIT	180.00
92824	07/01/2014	00006	SILVER FIT	REFUND TETZLAFF HP BENEFIT	40.00
92825	07/01/2014	01836	ST PAUL, CITY OF	STREET LIGHT REPAIR LYDIA & MARY	1,838.70
	07/01/2014	01836	ST PAUL, CITY OF	PRINTING FEES FOR MARKETING	390.38
	07/01/2014	01836	ST PAUL, CITY OF	PRINTING FEES FOR MARKETING	284.23
	07/01/2014	01836	ST PAUL, CITY OF	STREET LIGHT REPAIR LYDIA & MARY	218.76
	07/01/2014	01836	ST PAUL, CITY OF	RADIO MAINT CHGS APRIL - MAY	122.23
	07/01/2014	01836	ST PAUL, CITY OF	PRINTING FEES FOR MARKETING	111.50
	07/01/2014	01836	ST PAUL, CITY OF	PRINTING FEES FOR MARKETING	81.31
	07/01/2014	01836	ST PAUL, CITY OF	PRINTING FEES FOR MARKETING	60.72

92825	07/01/2014	01836	ST PAUL, CITY OF	PRINTING FEES FOR MARKETING	39.00
92826	07/01/2014	05323	THOMAS R. ZAHN & ASSOC.	COMPLETION OF DRAFT CONTEXT STUDY	3,000.00
					<u>238,111.65</u>

42 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
6/23/2014	MN State Treasurer	Drivers License/Deputy Registrar	51,637.20
6/23/2014	U.S. Treasurer	Federal Payroll Tax	99,832.57
6/23/2014	P.E.R.A.	P.E.R.A.	92,967.97
6/23/2014	US Bank VISA One Card*	Purchasing card items	45,189.28
6/23/2014	ING - State Plan	Deferred Compensation	30,367.00
6/24/2014	MidAmerica - ING	HRA Flex plan	13,640.74
6/24/2014	Labor Unions	Union Dues	3,551.62
6/24/2014	MN State Treasurer	Drivers License/Deputy Registrar	31,781.36
6/24/2014	MN State Treasurer	State Payroll Tax	20,608.23
6/25/2014	MN State Treasurer	Drivers License/Deputy Registrar	43,694.53
6/26/2014	MN State Treasurer	Drivers License/Deputy Registrar	57,079.09
6/27/2014	MN State Treasurer	Drivers License/Deputy Registrar	43,271.65
6/27/2014	MN Dept of Natural Resources	DNR electronic licenses	1,005.50
6/27/2014	Optum Health	DCRP & Flex plan payments	2,729.60
			537,356.34

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
06/09/2014	06/13/2014	GOVERNMENT FINANCE OFFIC	(\$100.00)	GAYLE BAUMAN
06/10/2014	06/12/2014	GOVERNMENT FINANCE OFFIC	\$505.00	GAYLE BAUMAN
05/30/2014	06/02/2014	OFFICE DEPOT #1090	\$56.04	REGAN BEGGS
06/04/2014	06/06/2014	ST PAUL STAMP WORKS INC	\$77.55	REGAN BEGGS
06/04/2014	06/06/2014	ASPEN MILLS INC.	\$111.30	MARKESE BENJAMIN
05/29/2014	06/02/2014	THE HOME DEPOT 2801	(\$21.40)	CHAD BERGO
05/31/2014	06/02/2014	TM *PEARL JAM	\$174.42	CHAD BERGO
06/04/2014	06/06/2014	CALHOUN SQUARE	\$10.00	CHAD BERGO
06/02/2014	06/03/2014	RAY ALLEN MANUFACTURING,	\$57.88	BRIAN BIERDEMAN
06/02/2014	06/04/2014	COMO PARK ANIMAL HOSPITAL	\$133.66	BRIAN BIERDEMAN
06/02/2014	06/04/2014	THE HOME DEPOT 2801	\$55.37	OAKLEY BIESANZ
06/05/2014	06/09/2014	INTERNATIONAL ASSOCIAT	\$209.00	RON BOURQUIN
06/04/2014	06/05/2014	TARGET 00011858	\$33.71	NEIL BRENEMAN
06/04/2014	06/05/2014	MICHAELS STORES 2744	\$27.64	NEIL BRENEMAN
06/11/2014	06/12/2014	CUB FOODS #1599	\$12.57	NEIL BRENEMAN
06/11/2014	06/12/2014	OAKDALE RENTAL CENTER	\$194.00	TROY BRINK
06/09/2014	06/10/2014	JOHN'S PIZZA CAFE	\$30.18	DAN BUSACK
06/10/2014	06/12/2014	THE NOOK	\$37.00	DAN BUSACK
06/11/2014	06/12/2014	CULVERS OF ST. PAU	\$27.09	DAN BUSACK
06/10/2014	06/10/2014	INT'L CODE COUNCIL INC	\$125.00	NICHOLAS CARVER
05/30/2014	06/02/2014	MILLS FLEET FARM #2,700	\$154.99	SCOTT CHRISTENSON
06/02/2014	06/04/2014	THE HOME DEPOT 2801	\$51.25	SCOTT CHRISTENSON
06/03/2014	06/05/2014	THE HOME DEPOT 2801	\$33.80	SCOTT CHRISTENSON
06/04/2014	06/05/2014	BEARING DIST*	\$20.80	SCOTT CHRISTENSON
06/04/2014	06/06/2014	THE HOME DEPOT 2801	\$67.60	SCOTT CHRISTENSON
06/11/2014	06/13/2014	WW GRAINGER	\$323.85	SCOTT CHRISTENSON
06/06/2014	06/09/2014	TWIN CITIES TRANS & REC	\$1,020.00	KERRY CROTTY
05/30/2014	06/02/2014	ADAM S PEST CONTROL INC	\$73.81	CHARLES DEAVER
06/03/2014	06/05/2014	DEGE GARDEN CENTER	\$56.77	CHARLES DEAVER
06/04/2014	06/05/2014	DALCO ENTERPRISES, INC	\$24.80	CHARLES DEAVER
06/04/2014	06/05/2014	WW GRAINGER	\$45.57	CHARLES DEAVER
06/06/2014	06/09/2014	DALCO ENTERPRISES, INC	\$102.77	CHARLES DEAVER
06/06/2014	06/09/2014	MENARDS 3022	\$11.39	CHARLES DEAVER
06/07/2014	06/09/2014	MENARDS 3022	\$2.02	CHARLES DEAVER
06/02/2014	06/03/2014	UNIFORMS UNLIMITED INC.	\$214.20	JOSEPH DEMULLING
06/07/2014	06/09/2014	KWIK TRIP 41500004150	\$20.00	JOSEPH DEMULLING
06/02/2014	06/03/2014	UNIFORMS UNLIMITED INC.	\$46.50	RICHARD DOBLAR
05/30/2014	06/02/2014	CONTINENTAL RESEARCH COR	\$305.91	TOM DOUGLASS
06/02/2014	06/03/2014	CONTINENTAL RESEARCH COR	\$35.77	TOM DOUGLASS
06/03/2014	06/04/2014	THERMO DYNE INC	\$694.67	TOM DOUGLASS
06/03/2014	06/04/2014	STATE SUPPLY	\$138.12	TOM DOUGLASS
06/04/2014	06/06/2014	THE HOME DEPOT 2801	\$71.92	TOM DOUGLASS
06/05/2014	06/06/2014	AMERICAN FLAGPOLE & FLAG	\$289.92	TOM DOUGLASS
06/06/2014	06/09/2014	SCHELENGRAYAUTOELECTRI	\$457.41	TOM DOUGLASS
06/06/2014	06/09/2014	NUCO2	\$154.97	TOM DOUGLASS
06/06/2014	06/09/2014	NUCO2	\$230.40	TOM DOUGLASS
06/06/2014	06/09/2014	NUCO2	\$234.08	TOM DOUGLASS
06/09/2014	06/11/2014	THE HOME DEPOT 2801	\$64.17	TOM DOUGLASS
06/11/2014	06/12/2014	THE TRANE COMPANY	\$398.00	TOM DOUGLASS
06/12/2014	06/13/2014	CONTINENTAL RESEARCH COR	(\$257.93)	TOM DOUGLASS
06/12/2014	06/13/2014	BURKERT FLUID CONTROL SYS	\$280.32	TOM DOUGLASS
06/12/2014	06/13/2014	WW GRAINGER	\$280.18	TOM DOUGLASS
04/26/2014	06/10/2014	ST JOSEPH'S HOSPITAL	(\$34.10)	MICHAEL DUGAS
06/03/2014	06/05/2014	GARY CARLSON EQUIPMENT	\$40.40	DOUG EDGE
06/04/2014	06/05/2014	OAKDALE RENTAL CENTER	\$184.00	DOUG EDGE
06/04/2014	06/05/2014	MENARDS 3059	\$23.94	DOUG EDGE

06/05/2014	06/06/2014	OAKDALE RENTAL CENTER	\$194.00	DOUG EDGE
06/04/2014	06/05/2014	BLUE RIBBON BAIT & TACKLE	\$19.00	PAUL E EVERSON
06/10/2014	06/11/2014	HEJNY RENTAL INC	\$18.00	PAUL E EVERSON
05/30/2014	06/02/2014	SCOTT MACHINE& E-BADGE	\$1,068.97	LARRY FARR
05/30/2014	06/02/2014	ELECTRO WATCHMAN INC	\$377.50	LARRY FARR
05/30/2014	06/02/2014	CINTAS 470	\$83.76	LARRY FARR
05/31/2014	06/02/2014	THE TRANE COMPANY	\$3,176.00	LARRY FARR
06/03/2014	06/04/2014	CERTIFIED LABORATORIES	\$265.75	LARRY FARR
06/03/2014	06/05/2014	WM EZPAY	\$798.60	LARRY FARR
06/03/2014	06/05/2014	WM EZPAY	\$798.60	LARRY FARR
06/03/2014	06/10/2014	CINTAS 470	(\$100.00)	LARRY FARR
06/04/2014	06/05/2014	CINTAS 470	\$334.12	LARRY FARR
06/05/2014	06/06/2014	WM EZPAY	\$497.31	LARRY FARR
06/05/2014	06/09/2014	WM EZPAY	\$226.14	LARRY FARR
06/06/2014	06/09/2014	G&K SERVICES AR	\$1,374.40	LARRY FARR
06/06/2014	06/09/2014	G&K SERVICES AR	\$903.82	LARRY FARR
06/06/2014	06/09/2014	CINTAS 470	\$137.76	LARRY FARR
06/06/2014	06/09/2014	CINTAS 470	\$50.16	LARRY FARR
05/29/2014	06/02/2014	B & H PHOTO-VIDEO.COM	\$1,438.78	MYCHAL FOWLDS
06/02/2014	06/04/2014	PAYFLOW/PAYPAL	\$59.95	MYCHAL FOWLDS
06/04/2014	06/06/2014	CALHOUN SQUARE	\$9.00	NICK FRANZEN
06/05/2014	06/06/2014	AMAZON.COM	\$69.99	NICK FRANZEN
06/09/2014	06/10/2014	AMAZON MKTPLACE PMTS	\$59.98	NICK FRANZEN
06/11/2014	06/12/2014	IDU*INSIGHT PUBLIC SEC	\$82.47	NICK FRANZEN
06/12/2014	06/13/2014	BEST BUY MHT 00000109	\$107.10	NICK FRANZEN
05/30/2014	06/02/2014	OFFICE DEPOT #1090	\$79.06	JEAN GLASS
05/30/2014	06/02/2014	AMAZON.COM	\$39.08	JAN GREW HAYMAN
06/05/2014	06/06/2014	AMAZON.COM	\$31.72	JAN GREW HAYMAN
06/12/2014	06/13/2014	DAIRY QUEEN #11239	\$29.98	JAN GREW HAYMAN
05/29/2014	06/02/2014	THINGS REMEMBERED 0956	\$109.26	KAREN GUILFOILE
05/30/2014	06/02/2014	VERIZON WRLS N8044-01	\$75.07	KAREN GUILFOILE
06/07/2014	06/09/2014	VZWRLSS*APOCC VISN	\$97.31	KAREN GUILFOILE
06/02/2014	06/04/2014	THE HOME DEPOT 2801	\$43.31	MARK HAAG
06/09/2014	06/10/2014	CONTINENTAL SAFETY EQUI	\$306.84	MARK HAAG
06/09/2014	06/10/2014	VIKING INDUSTRIAL CENTER	\$219.37	MARK HAAG
06/11/2014	06/12/2014	HENRIKSEN ACE HARDWARE	\$27.82	MARK HAAG
05/30/2014	06/02/2014	AMAZON MKTPLACE PMTS	\$16.95	TIMOTHY HAWKINSON JR.
06/12/2014	06/13/2014	STREICHER'S MO	\$125.40	TIMOTHY HAWKINSON JR.
05/29/2014	06/02/2014	THE HOME DEPOT 2801	\$15.94	TAMARA HAYS
06/05/2014	06/09/2014	GRUBERS POWER EQUIPMENT	\$72.90	TAMARA HAYS
06/06/2014	06/09/2014	FIST INC.	\$44.95	STEVEN HIEBERT
06/10/2014	06/11/2014	HEJNY RENTAL INC	\$67.93	GARY HINNENKAMP
06/10/2014	06/12/2014	THE HOME DEPOT 2801	\$29.97	GARY HINNENKAMP
06/01/2014	06/03/2014	OFFICE MAX	\$43.91	TIMOTHY HOFMEISTER
05/29/2014	06/02/2014	OFFICE MAX	\$19.29	RON HORWATH
05/30/2014	06/02/2014	DISPLAYS2GOCOM	\$323.40	RON HORWATH
06/01/2014	06/03/2014	WEDDINGPAGES INC	\$319.50	RON HORWATH
06/03/2014	06/05/2014	KRAMES STAYWELL	\$147.35	RON HORWATH
06/04/2014	06/05/2014	TARGET 00011858	\$33.59	RON HORWATH
06/04/2014	06/05/2014	MILLS FLEET FARM #2,700	\$30.87	RON HORWATH
06/05/2014	06/06/2014	AMERICAN RED CROSS	\$805.00	RON HORWATH
06/06/2014	06/09/2014	HENRIKSEN ACE HARDWARE	\$21.32	RON HORWATH
06/10/2014	06/12/2014	OFFICE MAX	\$63.15	RON HORWATH
06/11/2014	06/13/2014	KRAMES STAYWELL	\$449.19	RON HORWATH
06/12/2014	06/13/2014	ELIFEGUARD INC.	\$96.11	RON HORWATH
06/02/2014	06/04/2014	THE HOME DEPOT 2801	\$69.00	ANN HUTCHINSON
06/06/2014	06/09/2014	KNOWLAN'S MARKET #2	\$7.33	ANN HUTCHINSON

06/12/2014	06/13/2014	BLUE RIBBON BAIT & TACKLE	\$3.16	ANN HUTCHINSON
06/04/2014	06/05/2014	SHERWIN WILLIAMS #3127	\$47.28	DAVID JAHN
06/04/2014	06/06/2014	THE HOME DEPOT 2801	\$13.25	DAVID JAHN
06/11/2014	06/12/2014	MENARDS 3059	\$247.72	DAVID JAHN
06/08/2014	06/10/2014	ADVANCE AUTO PARTS #7152	\$10.59	KEVIN JOHNSON
06/05/2014	06/06/2014	FIRST SHRED	\$45.10	LOIS KNUTSON
06/09/2014	06/10/2014	PANERA BREAD #601305	\$53.55	LOIS KNUTSON
06/09/2014	06/11/2014	KOWALSKI'S WHT	\$24.86	LOIS KNUTSON
06/10/2014	06/10/2014	PANERA BREAD #601305	\$8.56	LOIS KNUTSON
05/29/2014	06/02/2014	ADOBE SYSTEMS, INC.	\$107.12	JASON KREGER
06/03/2014	06/04/2014	SYX*TIGERDIRECT.COM	\$109.15	JASON KREGER
06/11/2014	06/12/2014	AMAZON MKTPLACE PMTS	\$31.28	JASON KREGER
05/30/2014	06/02/2014	HENRIKSEN ACE HARDWARE	\$12.45	DAVID KVAM
06/02/2014	06/03/2014	HE MEDICAL TRANSPORT	\$41.97	DAVID KVAM
06/04/2014	06/05/2014	AIRGASS NORTH	\$16.19	STEVE LUKIN
06/05/2014	06/06/2014	AMERICAN FLAGPOLE & FLAG	\$53.70	STEVE LUKIN
06/06/2014	06/06/2014	AIRGASS NORTH	\$302.74	STEVE LUKIN
06/06/2014	06/06/2014	AIRGASS NORTH	\$453.97	STEVE LUKIN
06/10/2014	06/11/2014	ASPEN MILLS INC.	\$3,596.40	STEVE LUKIN
06/12/2014	06/13/2014	MENARDS 3059	\$197.99	STEVE LUKIN
06/01/2014	06/02/2014	WELCOME WAGON	\$138.00	SASHA MEYER
06/12/2014	06/13/2014	LILLIE SUBURBAN NEWSPAPE	\$75.00	SASHA MEYER
06/02/2014	06/02/2014	AMAZON MKTPLACE PMTS	\$49.98	MICHAEL NYE
06/06/2014	06/09/2014	J. MARCEL ENTERPRISE/OLY	\$40.50	MICHAEL NYE
06/06/2014	06/09/2014	UNIFORMS UNLIMITED INC.	\$74.25	MICHAEL NYE
06/04/2014	06/06/2014	OFFICE DEPOT #1090	\$53.67	MARY KAY PALANK
05/29/2014	06/02/2014	TRI-STATE BOBCAT	\$220.14	STEVEN PRIEM
05/30/2014	06/02/2014	POMP'S TIRE #021	\$601.58	STEVEN PRIEM
05/30/2014	06/02/2014	TURFWERKS EAGAN	\$675.02	STEVEN PRIEM
05/30/2014	06/02/2014	FACTORY MTR PTS #1	\$148.54	STEVEN PRIEM
05/30/2014	06/02/2014	AN FORD WHITE BEAR LAK	\$132.72	STEVEN PRIEM
06/02/2014	06/03/2014	DELEGARD TOOL COMPANY	\$158.27	STEVEN PRIEM
06/02/2014	06/03/2014	AUTO PLUS LITTLE CANADA	\$37.69	STEVEN PRIEM
06/02/2014	06/03/2014	AUTO PLUS LITTLE CANADA	\$417.68	STEVEN PRIEM
06/02/2014	06/03/2014	INTERSTATE PWR SYS 1S	\$1,289.79	STEVEN PRIEM
06/02/2014	06/03/2014	AN FORD WHITE BEAR LAK	\$19.74	STEVEN PRIEM
06/02/2014	06/04/2014	FRONTIER INC	\$561.21	STEVEN PRIEM
06/03/2014	06/04/2014	AUTO PLUS LITTLE CANADA	(\$15.25)	STEVEN PRIEM
06/03/2014	06/04/2014	AUTO PLUS LITTLE CANADA	\$172.03	STEVEN PRIEM
06/03/2014	06/04/2014	METRO PRODUCTS INC	\$36.29	STEVEN PRIEM
06/03/2014	06/05/2014	ZARNOTH BRUSH WORKS INC	\$856.00	STEVEN PRIEM
06/04/2014	06/05/2014	AUTO PLUS LITTLE CANADA	\$53.43	STEVEN PRIEM
06/04/2014	06/05/2014	AUTO PLUS LITTLE CANADA	\$222.35	STEVEN PRIEM
06/04/2014	06/05/2014	AUTO PLUS LITTLE CANADA	\$37.95	STEVEN PRIEM
06/04/2014	06/05/2014	FORCE AMERICA DISTRIB LLC	\$158.55	STEVEN PRIEM
06/05/2014	06/06/2014	EMERGENCY AUTOMOTIVE	\$69.30	STEVEN PRIEM
06/05/2014	06/06/2014	AN FORD WHITE BEAR LAK	\$44.90	STEVEN PRIEM
06/06/2014	06/09/2014	UNLIMITED SUPPLIES INC	\$175.96	STEVEN PRIEM
06/09/2014	06/10/2014	ROSEVILLE MIDWAY FORD	\$109.14	STEVEN PRIEM
06/09/2014	06/10/2014	AUTOMOTIVE TRAINING GROUP	\$597.00	STEVEN PRIEM
06/09/2014	06/10/2014	AN FORD WHITE BEAR LAK	\$330.66	STEVEN PRIEM
06/09/2014	06/10/2014	FORCE AMERICA DISTRIB LLC	\$25.37	STEVEN PRIEM
06/09/2014	06/11/2014	ZIEGLER INC COLUMBUS	\$79.74	STEVEN PRIEM
06/10/2014	06/11/2014	AUTO PLUS LITTLE CANADA	\$87.58	STEVEN PRIEM
06/10/2014	06/11/2014	AN FORD WHITE BEAR LAK	\$52.73	STEVEN PRIEM
06/10/2014	06/11/2014	TRUCK UTILITIES INC ST PA	\$92.56	STEVEN PRIEM
06/11/2014	06/12/2014	AUTO PLUS LITTLE CANADA	(\$15.00)	STEVEN PRIEM

06/11/2014	06/12/2014	AUTO PLUS LITTLE CANADA	\$64.55	STEVEN PRIEM
06/11/2014	06/12/2014	AUTO PLUS LITTLE CANADA	\$144.95	STEVEN PRIEM
06/12/2014	06/13/2014	AUTO PLUS LITTLE CANADA	\$197.62	STEVEN PRIEM
06/12/2014	06/13/2014	BEARING DIST*	\$39.83	STEVEN PRIEM
06/12/2014	06/13/2014	MACQUEEN EQUIPMENT INC	\$22.35	STEVEN PRIEM
06/10/2014	06/11/2014	PIONEER PRESS ADVERTISING	\$1,127.50	TERRIE RAMEAUX
06/11/2014	06/12/2014	DALCO ENTERPRISES, INC	\$372.46	MICHAEL REILLY
06/02/2014	06/04/2014	SCW FITNESS EDUCATION	\$270.00	LORI RESENDIZ
06/03/2014	06/04/2014	PUMP IT UP OAKDALE	\$100.00	AUDRA ROBBINS
06/06/2014	06/09/2014	OFFICE DEPOT #1090	(\$47.19)	AUDRA ROBBINS
06/09/2014	06/10/2014	CUB FOODS #1599	\$99.19	AUDRA ROBBINS
06/09/2014	06/11/2014	CVS PHARMACY #1751 Q03	\$22.32	AUDRA ROBBINS
06/11/2014	06/12/2014	PUMP IT UP OAKDALE	\$137.50	AUDRA ROBBINS
06/11/2014	06/12/2014	WALGREENS #7388	\$27.60	AUDRA ROBBINS
06/11/2014	06/13/2014	LITTLE CAESARS 1456 0006	\$69.63	AUDRA ROBBINS
05/30/2014	06/02/2014	CUB FOODS #1599	\$11.43	DEB SCHMIDT
06/10/2014	06/11/2014	MINNESOTA STATE BAR ASSOC	\$20.00	DEB SCHMIDT
06/12/2014	06/13/2014	LILLIE SUBURBAN NEWSPAPE	\$146.63	DEB SCHMIDT
06/06/2014	06/09/2014	IN *ENCOMPASS TELEMATICS,	\$442.00	PAUL SCHNELL
05/30/2014	06/02/2014	ON SITE SANITATION INC	\$1,410.00	SCOTT SCHULTZ
05/30/2014	06/02/2014	INT*REHBEINS BLACK DIRT	\$220.00	SCOTT SCHULTZ
06/06/2014	06/09/2014	G&K SERVICES AR	\$1,934.27	SCOTT SCHULTZ
06/07/2014	06/09/2014	CINTAS 60A SAP	\$70.75	SCOTT SCHULTZ
06/07/2014	06/09/2014	CINTAS 60A SAP	\$43.45	SCOTT SCHULTZ
06/12/2014	06/13/2014	AMAZON MKTPLACE PMTS	\$70.58	CAITLIN SHERRILL
06/13/2014	06/13/2014	AMAZON.COM	\$33.10	CAITLIN SHERRILL
06/02/2014	06/02/2014	COMCAST CABLE COMM	\$70.60	MICHAEL SHORTREED
06/02/2014	06/03/2014	THOMSON WEST*TCD	\$321.41	MICHAEL SHORTREED
06/02/2014	06/03/2014	TARGET 00011858	\$69.59	JAMES TAYLOR
06/02/2014	06/03/2014	DICK'S CLOTHING&SPORTING	\$132.73	JAMES TAYLOR
06/04/2014	06/05/2014	TARGET 00011858	\$53.54	JAMES TAYLOR
06/11/2014	06/12/2014	OAKDALE RENTAL CENTER	\$184.00	JEFF WILBER
06/11/2014	06/13/2014	OFFICE DEPOT #1090	\$91.30	TAMMY YOUNG
06/03/2014	06/05/2014	SEARS ROEBUCK 1122	\$96.37	SUSAN ZWIEG
06/06/2014	06/09/2014	CDW GOVERNMENT	\$197.99	SUSAN ZWIEG
06/10/2014	06/12/2014	OFFICE DEPOT #1090	\$147.82	SUSAN ZWIEG

\$45,189.28

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	06/20/14	ABRAMS, MARYLEE	448.23
	06/20/14	CARDINAL, ROBERT	448.23
	06/20/14	JUENEMANN, KATHLEEN	448.23
	06/20/14	KOPPEN, MARVIN	448.23
	06/20/14	SLAWIK, NORA	509.26
	06/20/14	AHL, R. CHARLES	5,459.42
	06/20/14	COLEMAN, MELINDA	5,295.68
	06/20/14	KNUTSON, LOIS	2,397.06
	06/20/14	KANTRUD, HUGH	184.62
	06/20/14	CHRISTENSON, SCOTT	2,020.19
	06/20/14	FARR, LARRY	1,729.56
	06/20/14	JAHN, DAVID	1,990.13
	06/20/14	BURLINGAME, SARAH	244.66
	06/20/14	RAMEAUX, THERESE	3,192.51
	06/20/14	BAUMAN, GAYLE	4,852.91
	06/20/14	ANDERSON, CAROLE	1,311.00
	06/20/14	DEBILZAN, JUDY	1,441.04
	06/20/14	JACKSON, MARY	2,219.29
	06/20/14	KELSEY, CONNIE	2,705.98
	06/20/14	RUEB, JOSEPH	2,999.40
	06/20/14	ARNOLD, AJLA	907.23
	06/20/14	BEGGS, REGAN	1,640.21
	06/20/14	GUILFOILE, KAREN	4,542.41
	06/20/14	SCHMIDT, DEBORAH	3,158.62
	06/20/14	SPANGLER, EDNA	1,190.51
	06/20/14	LARSON, MICHELLE	1,833.51
	06/20/14	MECHELKE, SHERRIE	997.63
	06/20/14	MOY, PAMELA	1,587.35
	06/20/14	OSTER, ANDREA	1,991.12
	06/20/14	RICHTER, CHARLENE	1,082.03
	06/20/14	SCHOENECKER, LEIGH	1,803.39
	06/20/14	VITT, SANDRA	1,032.11
	06/20/14	WEAVER, KRISTINE	2,459.40
	06/20/14	CORCORAN, THERESA	1,984.19
	06/20/14	KVAM, DAVID	4,390.72
	06/20/14	PALANK, MARY	1,988.80
	06/20/14	SCHNELL, PAUL	4,840.36
	06/20/14	SHORTREED, MICHAEL	4,266.70
	06/20/14	SVENDSEN, JOANNE	2,194.22
	06/20/14	THOMFORDE, FAITH	1,720.19
	06/20/14	ABEL, CLINT	3,109.04
	06/20/14	ALDRIDGE, MARK	3,295.34
	06/20/14	BAKKE, LONN	3,411.43

06/20/14	BARTZ, PAUL	1,698.26
06/20/14	BELDE, STANLEY	3,122.54
06/20/14	BENJAMIN, MARKESE	3,025.25
06/20/14	BIERDEMAN, BRIAN	3,747.25
06/20/14	BUSACK, DANIEL	3,672.81
06/20/14	CARNES, JOHN	2,562.02
06/20/14	CROTTY, KERRY	3,757.61
06/20/14	DEMULLING, JOSEPH	3,432.05
06/20/14	DOBLAR, RICHARD	4,177.09
06/20/14	DUGAS, MICHAEL	4,165.90
06/20/14	ERICKSON, VIRGINIA	3,318.01
06/20/14	FORSYTHE, MARCUS	2,841.05
06/20/14	FRITZE, DEREK	3,111.30
06/20/14	GABRIEL, ANTHONY	3,628.44
06/20/14	HAWKINSON JR, TIMOTHY	3,079.49
06/20/14	HER, PHENG	3,052.37
06/20/14	HIEBERT, STEVEN	3,223.53
06/20/14	HOEMKE, MICHAEL	2,013.25
06/20/14	HOFMEISTER, TIMOTHY	496.00
06/20/14	JASKOWIAK, AMANDA	480.00
06/20/14	JOHNSON, KEVIN	4,084.79
06/20/14	KALKA, THOMAS	2,939.53
06/20/14	KONG, TOMMY	3,094.72
06/20/14	KREKELER, NICHOLAS	974.58
06/20/14	KROLL, BRETT	3,109.04
06/20/14	LANGNER, SCOTT	3,228.28
06/20/14	LANGNER, TODD	3,172.48
06/20/14	LU, JOHNNIE	3,066.44
06/20/14	LYNCH, KATHERINE	3,054.70
06/20/14	MARINO, JASON	3,193.87
06/20/14	MARTIN, JERROLD	3,385.61
06/20/14	MCCARTY, GLEN	3,645.74
06/20/14	METRY, ALESIA	3,472.59
06/20/14	MICHELETTI, BRIAN	2,022.29
06/20/14	MULVIHILL, MARIA	2,003.97
06/20/14	NYE, MICHAEL	3,604.14
06/20/14	OLDING, PARKER	2,058.92
06/20/14	OLSON, JULIE	3,080.77
06/20/14	PARKER, JAMES	2,841.05
06/20/14	REZNY, BRADLEY	3,359.44
06/20/14	RHUDE, MATTHEW	3,102.19
06/20/14	SCHOEN, ZACHARY	2,003.97
06/20/14	SLATER, BENJAMIN	2,278.94
06/20/14	STEINER, JOSEPH	3,115.85
06/20/14	SYPNIEWSKI, WILLIAM	3,005.06
06/20/14	TAUZELL, BRIAN	2,943.89
06/20/14	THEISEN, PAUL	3,172.48
06/20/14	THIENES, PAUL	3,914.69
06/20/14	WENZEL, JAY	3,165.59
06/20/14	XIONG, KAO	3,066.44
06/20/14	ANDERSON, BRIAN	151.32
06/20/14	BAHL, DAVID	371.43
06/20/14	BASSETT, BRENT	151.32
06/20/14	BAUMAN, ANDREW	2,769.01

06/20/14	BEITLER, NATHAN	428.76
06/20/14	BOURQUIN, RON	1,109.52
06/20/14	CAPISTRANT, JOHN	926.75
06/20/14	CONCHA, DANIEL	507.56
06/20/14	COREY, ROBERT	271.13
06/20/14	CRAWFORD - JR, RAYMOND	2,338.71
06/20/14	CRUMMY, CHARLES	381.46
06/20/14	DABRUZZI, THOMAS	2,510.99
06/20/14	DAWSON, RICHARD	3,735.16
06/20/14	EVERSON, PAUL	3,420.45
06/20/14	FASULO, WALTER	307.35
06/20/14	HAGEN, MICHAEL	605.30
06/20/14	HALE, JOSEPH	239.04
06/20/14	HALWEG, JODI	2,917.63
06/20/14	HAWTHORNE, ROCHELLE	2,562.27
06/20/14	HUTCHINSON, JAMES	636.22
06/20/14	IMM, TRACY	28.37
06/20/14	JANSEN, CHAD	504.42
06/20/14	KANE, ROBERT	1,029.71
06/20/14	KARRAS, JAMIE	504.40
06/20/14	KERSKA, JOSEPH	781.82
06/20/14	KONDER, RONALD	485.49
06/20/14	KUBAT, ERIC	2,874.72
06/20/14	LINDER, TIMOTHY	2,926.98
06/20/14	LOCHEN, MICHAEL	516.92
06/20/14	MILLER, LADD	606.80
06/20/14	MILLER, NICHOLAS	718.81
06/20/14	MILLER, RACHEL	28.37
06/20/14	MONDOR, MICHAEL	3,731.87
06/20/14	MONSON, PETER	510.72
06/20/14	MORGAN, JEFFERY	409.81
06/20/14	NIELSEN, KENNETH	378.78
06/20/14	NOVAK, JEROME	2,843.32
06/20/14	NOWICKI, PAUL	816.53
06/20/14	OLSON, JAMES	3,029.11
06/20/14	O'NEILL, KEVIN	453.96
06/20/14	OPHEIM, JOHN	478.08
06/20/14	PACHECO, ALPHONSE	453.96
06/20/14	PARROW, JOSHUA	151.32
06/20/14	PETERSON, MARK	650.95
06/20/14	PETERSON, ROBERT	3,081.67
06/20/14	POWERS, KENNETH	494.96
06/20/14	RAINEY, JAMES	1,103.44
06/20/14	RANK, PAUL	907.94
06/20/14	RICE, CHRISTOPHER	1,059.14
06/20/14	RODRIGUEZ, ROBERTO	340.47
06/20/14	SEDLACEK, JEFFREY	2,843.32
06/20/14	STREFF, MICHAEL	3,003.48
06/20/14	SVENDSEN, RONALD	4,069.66
06/20/14	TRACY, DANIEL	302.64
06/20/14	GERVAIS-JR, CLARENCE	4,157.26
06/20/14	LUKIN, STEVEN	4,815.66
06/20/14	ZWIEG, SUSAN	1,780.44
06/20/14	CORTESI, LUANNE	1,835.32

06/20/14	SINDT, ANDREA	2,480.20
06/20/14	BRINK, TROY	2,459.39
06/20/14	BUCKLEY, BRENT	2,248.99
06/20/14	DEBILZAN, THOMAS	2,250.99
06/20/14	EDGE, DOUGLAS	2,210.60
06/20/14	JONES, DONALD	2,251.29
06/20/14	MEISSNER, BRENT	2,206.59
06/20/14	NAGEL, BRYAN	3,702.80
06/20/14	OSWALD, ERICK	2,468.79
06/20/14	RUIZ, RICARDO	1,795.79
06/20/14	RUNNING, ROBERT	2,459.39
06/20/14	TEVLIN, TODD	2,240.99
06/20/14	BUI, EVAN	1,095.50
06/20/14	BURLINGAME, NATHAN	2,299.20
06/20/14	DUCHARME, JOHN	2,859.20
06/20/14	ENGSTROM, ANDREW	3,828.40
06/20/14	JAROSCH, JONATHAN	3,173.08
06/20/14	LINDBLOM, RANDAL	2,861.51
06/20/14	LOVE, STEVEN	3,852.46
06/20/14	THOMPSON, MICHAEL	4,752.17
06/20/14	ZIEMAN, SCOTT	1,216.00
06/20/14	JANASZAK, MEGHAN	1,720.20
06/20/14	KONEWKO, DUWAYNE	4,603.18
06/20/14	DELISLE JR, JACQUES	840.00
06/20/14	HAMRE, MILES	1,730.40
06/20/14	HAYS, TAMARA	1,765.79
06/20/14	HINNENKAMP, GARY	2,599.24
06/20/14	NAUGHTON, JOHN	2,258.27
06/20/14	NORDQUIST, RICHARD	788.52
06/20/14	PURVES, JUSTIN	1,697.24
06/20/14	RANWEILER, GABRIEL	880.00
06/20/14	SALCHOW, CONNOR	741.60
06/20/14	BIESANZ, OAKLEY	1,985.77
06/20/14	DEAVER, CHARLES	786.66
06/20/14	GERNES, CAROLE	671.50
06/20/14	HAYMAN, JANET	1,218.77
06/20/14	HUTCHINSON, ANN	2,762.97
06/20/14	SOUTTER, CHRISTINE	701.25
06/20/14	WACHAL, KAREN	642.59
06/20/14	GAYNOR, VIRGINIA	3,383.30
06/20/14	KROLL, LISA	1,992.19
06/20/14	YOUNG, TAMELA	2,144.99
06/20/14	EKSTRAND, THOMAS	3,984.62
06/20/14	FINWALL, SHANN	3,744.47
06/20/14	MARTIN, MICHAEL	2,939.39
06/20/14	BRASH, JASON	2,696.99
06/20/14	CARVER, NICHOLAS	3,628.62
06/20/14	SWAN, DAVID	2,884.99
06/20/14	SWANSON, CHRIS	1,827.40
06/20/14	WEIDNER, JAMES	1,440.00
06/20/14	WELLENS, MOLLY	1,783.04
06/20/14	BRENEMAN, NEIL	2,483.78
06/20/14	COLE, BENJAMIN	340.00
06/20/14	GORACKI, GERALD	73.63

06/20/14	KONG, KATELYNE	180.00
06/20/14	LARSON, KATELYN	413.76
06/20/14	LARSON, TRISTA	242.07
06/20/14	ROBBINS, AUDRA	3,473.33
06/20/14	ROBBINS, CAMDEN	475.00
06/20/14	RUSS, KAYLA	119.50
06/20/14	RYCHLICKI, NICHOLE	360.00
06/20/14	SLAWIK, VICTORIA	125.38
06/20/14	TAYLOR, JAMES	3,149.54
06/20/14	VUKICH, CANDACE	445.50
06/20/14	ADAMS, DAVID	2,100.00
06/20/14	HAAG, MARK	2,732.61
06/20/14	ORE, JORDAN	1,765.79
06/20/14	SCHULTZ, SCOTT	3,487.37
06/20/14	WILBER, JEFFREY	1,943.54
06/20/14	AKEY, SHELLEY	81.00
06/20/14	EVANS, CHRISTINE	1,525.56
06/20/14	GLASS, JEAN	2,216.16
06/20/14	HAUBLE, AMANDA	148.75
06/20/14	HOFMEISTER, MARY	1,176.92
06/20/14	KELLEY, CAITLIN	921.45
06/20/14	KULHANEK-DIONNE, ANN	506.00
06/20/14	MEYER, SASHA	1,799.98
06/20/14	PELOQUIN, PENNYE	680.29
06/20/14	SKRYPEK, JOSHUA	264.00
06/20/14	SMITH, CORTNEY	147.88
06/20/14	ST SAUVER, CRAIG	342.01
06/20/14	STAHLMANN, ELLEN	174.25
06/20/14	VUE, LOR PAO	155.13
06/20/14	AICHELE, MEGAN	212.01
06/20/14	ANDERSON, JOSHUA	684.87
06/20/14	BAETZOLD, CLAIRE	62.48
06/20/14	BAETZOLD, SETH	278.77
06/20/14	BAUDE, JANE	32.85
06/20/14	BAUDE, SARAH	69.38
06/20/14	BEAR, AMANDA	115.50
06/20/14	BERGLUND, ERIK	50.75
06/20/14	BESTER, MICHAEL	149.50
06/20/14	BUCKLEY, BRITTANY	621.25
06/20/14	BUTLER, ANGELA	54.00
06/20/14	CRANDALL, ALYSSA	25.19
06/20/14	CRANDALL, KRISTA	448.94
06/20/14	DEMPSEY, BETH	239.87
06/20/14	DUNN, RYAN	484.75
06/20/14	EKSTRAND, DANIEL	36.75
06/20/14	EPLAND, PETER	56.00
06/20/14	ERICKSON-CLARK, CAROL	37.12
06/20/14	ERICSON, RACHEL	60.45
06/20/14	FARRELL, DANIEL	47.13
06/20/14	FONTAINE, KIM	723.43
06/20/14	GADOW, VERONIKA	170.88
06/20/14	GRAY, MEGAN	110.00
06/20/14	GRUENHAGEN, LINDA	279.40
06/20/14	HAGSTROM, EMILY	65.80

06/20/14	HANSEN, HANNAH	443.51
06/20/14	HEINRICH, SHEILA	385.26
06/20/14	HOLMBERG, LADONNA	253.14
06/20/14	HORWATH, RONALD	3,000.03
06/20/14	HUNTLEY, NATALIE	101.25
06/20/14	JOHNSON, BARBARA	439.25
06/20/14	KEEFE, ANDEE	58.52
06/20/14	KOHLER, ROCHELLE	32.38
06/20/14	KOZDROJ, GABRIELLA	75.00
06/20/14	LAMEYER, BRENT	141.39
06/20/14	LAMEYER, ZACHARY	181.66
06/20/14	LAMSON, ELIANA	27.00
06/20/14	MCCOMAS, LEAH	356.25
06/20/14	MCCORMACK, MELISSA	134.14
06/20/14	MUSKAT, JULIE	105.00
06/20/14	NADEAU, TAYLOR	40.16
06/20/14	NITZ, CARA	328.00
06/20/14	NORTHOUSE, KATHERINE	475.20
06/20/14	OHS, CYNTHIA	138.00
06/20/14	PROESCH, ANDY	119.00
06/20/14	RANEY, COURTNEY	792.00
06/20/14	RAU, COLE	65.26
06/20/14	REHLING-ANDERSON, LORIE	218.00
06/20/14	RENSTROM, KEVIN	170.50
06/20/14	RESENDIZ, LORI	2,474.70
06/20/14	RICHTER, DANIEL	56.70
06/20/14	ROLLERSON, TERRANCE	75.00
06/20/14	SCHERER, KATHLENE	50.00
06/20/14	SCHREIER, ABIGAIL	292.68
06/20/14	SCHREIER, ROSEMARIE	270.75
06/20/14	SCHREIER, ZACHARY	107.63
06/20/14	SKUNES, KELLY	405.25
06/20/14	SMITH, ANN	159.26
06/20/14	SMITH, JEROME	213.00
06/20/14	SMITLEY, SHARON	356.15
06/20/14	SYME, ABBEY	270.14
06/20/14	SYME, LAUREN	25.73
06/20/14	TREPANIER, TODD	241.50
06/20/14	TRUONG, CHAU	102.00
06/20/14	TUPY, HEIDE	45.80
06/20/14	TUPY, MARCUS	95.00
06/20/14	WALES, ABIGAIL	294.66
06/20/14	WARNER, CAROLYN	79.20
06/20/14	WEINHAGEN, SHELBY	334.00
06/20/14	YUNKER, JOSEPH	46.00
06/20/14	BOSLEY, CAROL	94.50
06/20/14	LANGER, CHELSEA	181.88
06/20/14	LANGER, KAYLYN	29.75
06/20/14	RANGEL, SAMANTHA	110.00
06/20/14	WISTL, MOLLY	289.50
06/20/14	BORCHERT, JONATHAN	59.50
06/20/14	BOWMAN, CHRIS	56.00
06/20/14	CRAWFORD, SHAWN	480.00
06/20/14	CUSICK, JESSICA	191.25

	06/20/14	DOUGLASS, TOM	1,989.77
	06/20/14	INDA, ANTHONY	152.00
	06/20/14	KRECH, ELAINE	605.23
	06/20/14	LEYVA LUNDBERG, DANTE	107.20
	06/20/14	LOONEY, RAYJEANIA	124.00
	06/20/14	MAIDMENT, COLIN	617.25
	06/20/14	MALONEY, SHAUNA	204.00
	06/20/14	NESVACIL, BRENNAN	120.00
	06/20/14	PRINS, KELLY	1,835.40
	06/20/14	REILLY, MICHAEL	2,022.49
	06/20/14	STEFFEN, MICHAEL	102.00
	06/20/14	THOMPSON, BENJAMIN	110.50
	06/20/14	COUNTRYMAN, BRENDA	1,320.00
	06/20/14	JACOBSON, AMANDA	640.00
	06/20/14	PRIEM, STEVEN	2,520.89
	06/20/14	WOEHRLE, MATTHEW	2,520.69
	06/20/14	XIONG, BOON	1,553.63
	06/20/14	BERGO, CHAD	2,824.09
	06/20/14	FOWLDS, MYCHAL	3,989.58
	06/20/14	FRANZEN, NICHOLAS	2,988.47
	06/20/14	KREGER, JASON	2,353.80
9990050	06/20/14	CHRISTOPHER, KYLE	159.38
9990051	06/20/14	HANNIGAN, RACHEL	98.00
9990052	06/20/14	EKSTRAND, RYAN	31.00
9990053	06/20/14	MILLER, MELISSA	192.50
			524,064.24

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Gayle Bauman, Finance Director
DATE: July 2, 2014
SUBJECT: Approval of Transfers to Close Capital Funds

Introduction

Financial transfers and budget adjustments are needed to close one capital project fund and four funds for public improvement projects that have been completed.

Background

Project 11-22, City Dump Site Improvements, has been completed. There is a surplus balance in the project fund due to project expenditures being under budget. Surplus funds of \$7,543.88 need to be transferred back to the Environmental Utility Fund (fund 604) which financed the project.

Project 03-15, Century Ave (I-94 to Lower Afton), has been completed. There is a surplus balance in the project fund (due to project revenues being over budget). It is proposed to move State Aid revenue previously recognized for this project to project 09-04, Stillwater Road Improvements, which currently has a deficit, and to debt service fund 365 (2012A) which helped finance the project. Surplus funds of \$251,417.63 need to be transferred as follows:

- \$59,547.58 to project 09-04 (fund 507) which was also financed with State Aid and currently has a deficit balance.
- \$191,870.05 to debt service fund 365 (2012A) for project 04-21, which was financed with the same bond issue, to offset future debt service levies.

Project 08-13, White Bear Ave (Radatz to County Rd D), has been completed. There is a surplus balance in the project fund (due to project revenues being over budget). It is proposed to move State Aid revenue previously recognized for this project to project 09-04, Stillwater Road Improvements, which currently has a deficit. Surplus funds of \$194,975.71 need to be transferred to project 09-04 (fund 507) which was also financed with State Aid and currently has a deficit balance.

Project 09-04, Stillwater Road Improvements, has been completed. There is a deficit balance in the project fund (due to project revenues being under budget). It is proposed to move State Aid revenue previously recognized in projects 03-15 and 08-13, as noted above, to this project to close the fund.

Project 11-14, Bartelmy-Meyer Area Streets, has been completed. There is a surplus balance in the project fund (due to expenditures being under budget). Surplus funds of \$185,615.06 need to be transferred to debt service fund 365 (2012A) for project 11-15, which was financed with the same bond issue, to offset future debt service levies.

Budget Impact

There is no financial impact to the city as the proposal is to transfer money between funds.

Recommendation

It is recommended that the Council authorize the following:

- (1) A transfer of \$7,543.88 from fund 446 (11-22) to fund 604 (EUF),
- (2) A transfer of \$191,870.05 from fund 547 (03-15) to fund 365 (Series 2012A),
- (3) A transfer of \$59,547.58 from fund 547 (03-15) to fund 507 (09-04),
- (4) A transfer of \$194,975.71 from fund 504 (08-13) to fund 507 (09-04),
- (5) A transfer of \$185,615.06 from fund 527 (11-14) to fund 365 (Series 2012A),
- (6) The appropriate budget changes.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Karen Guilfoile, City Clerk

DATE: July 7, 2014

SUBJECT: Approval of Resolution Certifying Election Judges for the August 12, 2014
Primary State Election

RESOLUTION ACCEPTING ELECTION JUDGES

RESOLVED, that the City Council of Maplewood, Minnesota, accepts the following list of Election Judges for the 2014 Primary Election to be held on Tuesday, August 12, 2014.

Achmeier, Kevin	Connelly, Thomas	Gebauer, Victor
Aikens, Meridith	Connolly, Colleen	Gerlach, Barbara
Allen, Jim	Conover, Florence	Gerten, John
Anderson, Beverly	Coyle, Jim	Glaeser, Mary
Anderson, Nancy	Coyle, Rose	Golaski, Diane
Anderson, Suzanne	Crist, Ann	Gravink, Barb
Anderson, Carole	Dahl, Bonnie	Gudknecht, Jamie
Anderson, Sam	DeBernardi, Nancy	Gustafson, Dianne
Ansari, Ahsan	Delveaux, Jay	Guthrie, Rosie
Arnold, Ajla	Delveaux, Jay	Haddad, Joyce
Babin, Paul	Desai, Kalpana	Hafner, Michael
Bartelt, Joan	DeZelar, Phil	Hahn, Sandra
Bedor, David	Dickerson, Charlene	Hahn, Vonna
Beggs, Regan	Dickerson, Glendell	Hale, Linda
Behr, Jeanette	Dickson, Helen Jean	Hanson, Joan
Belland, Jaime	Diebel, Steve	Harder, Mary
Bierbaum, Al	Dittli, Albin	Hart, Barbara
Bierwerth, Sharon	Dittli, Albin	Hart, Robert
Bjorklund, Diane	Domeier, Kathy	Herber, Darlene
Bolden, Donita	Dougherty, Tom	Hervig, Cindy
Booher, Michele	Dougherty, Tom	Hervig, Cindy
Bortz, Albert	Droeger, Diane	Hervig, Cindy
Bortz, Jeanne	Duellman, Audrey	Hinnenkamp, Gary
Brandon, Richard	Dunham, Bob	Hulet, Robert
Brandon, Ginny	Duscher, Marilyn	Hulet, Jeanette
Bricher, Denise	Eickhoff, Carolyn	Huth, Patricia
Brunotte, Jessica	Ek, John	Huth, Raymond
Bunkowske, Bernice	Ek, Susan	Ingersoll, Carol
Bunkowske, Eugene	Elliott, Michael	Inhofer, Mary Claire
Campbell, Lyla	Evans, Carol	Jago, Carol
Carle, Jeanette	Ewald, Jeanne	Jahn, David
Carson, Helen	Fitzgerald, Delores	Jefferson, Gwendolyn
Carson, Justin	Fowler, Cynthia	Jensen, Robert
Carson, Fannie	Franzen, Nick	Johannessen, Judith
Casserly, Debra	Freer, Mary Jo	Johansen, Kathleen
Cermak, Kiley	Fuller, Mary Katherine	Johnson, Warren
Cleland, Ann	Gaboury, Shirley	Johnson, Cheryl
Clothier, Barb	Gardner, Gary	Jones, Shirley
Combe, Edward	Garvey, Terrence	Jurmu, Joyce

Kane, Myrna
 Kapfer, Deb
 Kaul, Shirley
 Kearn, Barbara
 Kipka, Judy
 Knauss, Carol
 Knutson, Lois
 Kramer, Dennis
 Krebsbach, John
 Kreger, Jason
 Kroll, Judith
 Kwapick, Jackie
 Labarre, Thomas
 Labossiere, Donna
 LaCasse, Annette
 Lackner, Marvella
 Laibson-Brown, Cameo
 Lampe, Charlotte
 Lauren, Lorraine
 Layer, Stephanie
 Layer, Tom
 Leach, Joanne
 Leonard, Claudette
 Letourneau, Sandra
 Limon, Rosella
 Lincowski, Steve
 Liptak, Marianne
 Loipersbeck, Darlene
 Loipersbeck, Jules
 Lonetti, Claudia
 Lowery, Jr., Paul
 Mahowald, Valerie
 Mahre, Jeri
 Malecki, Edward
 Manke, Clarence
 Manthey, John
 Maskrey, Thomas
 McCain, Shance
 McCann, John
 McCarthy, Peggy
 McCarthy, Larry
 McCarthy, Ryan
 McCauley, Judy
 McDonough, Carol
 McDonough, Joan
 McNea, Rosemary
 Meyer, Kayleen
 Mielke, Karen

Millette, James
 Mireau, Michael
 Moreno, Marlene
 Motz, Betty
 Mudek, Dolores
 Muenchow, Mike
 Nelson, Percy
 Nelson, Clare
 Newcomb, Mary
 Nichol, Jane
 Nichols, Miranda
 Nissen, Helen
 Norberg, Ann
 O'Brien, D. William (Bill)
 Olson, Anita
 Pai, Shantal
 Parent, Dian
 Pedersen, Bernard
 Peper, Marilyn
 Perzichilli, Devrie
 Petrie, Linda
 Plaster, Rae
 Plath, Orlin
 Plumbo, Joseph
 Posch, Roger
 Putz, Steve
 Putz, Shelly
 Reeve, Claudia
 Renslow, Rita
 Roadfeldt, Rita
 Rodriguez, Vincent
 Rossbach, Teresa
 Rubbert, Shirley
 Rudeen, Elaine
 Rygg, Crystal
 Sagert, Chris
 Sandberg, Janet
 Sands, Warren
 Saniti, Laurie
 Sauer, Kathleen
 Sawyer, Sharon
 Scharnott, Thomas
 Scharnott, Thomas
 Schiff, Marge
 Schluender, Cynthia
 Schmidt, William
 Schneider, Mary Ann
 Schramel, Betty

Schramel, Jim
 Seelen, Sarah
 Seidel, Gloria
 Seitz, James
 Seyfer, Deborah
 Shankar, Ananth
 Sheppard, Maryjean
 Shores, Teresa
 Skaar, Steven
 Skaar, Delaney
 Skaar, Susan
 Sorenson, Kathy
 Spangler, Bob
 Stafki, Tim
 Steenberg, Judith
 Steenberg, Richard
 Storm, Mary
 Tarnowski, Joseph
 Taylor, Lori
 Thomalla, Carol
 Thomas, Jeff
 Thomas, Jeff
 Thompson, Jerrilyn
 Tietel, Lynn
 Tourville, Michael
 Tourville, Michael
 Trippler, Dale
 Tschida, Micki
 Urbanski, Carolyn
 Urbanski, Holly
 Urbanski, William
 Vanek, Mary
 Vereide, Jim
 Wagner, Joanne
 Wasmundt, Gayle
 Webb, Paulette
 Weinberg, Vicki
 Wessel, Warren
 White, Greg
 Wiesner, Robert
 Witschen, Delores
 Wolfe-Haider, Mary Jo
 Wolfgram, Dorothy
 Wolfgram, Dorothy
 Yorkovich, Cindy
 Zian, Helen
 Zipko, Leroy

Recommendation

Approval of the list of election judges is requested. Approval of this Resolution does not qualify individuals to serve as election judges. Appointments will be made from this list to fill the needed positions but not everyone on this list may be appointed. Additionally, individuals that have not completed the required election judge training and completed the paperwork required by the city will not be permitted to work unless they have met these requirements.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: July 7, 2014
SUBJECT: Approval of a Fee Waiver for a Temporary Food Sales Permit for Boy Scouts of America Troop #461

Introduction

On Thursday, June 19, 2014, Thomas Zimitsch submitted an application for a Temporary Food Sales permit on behalf of the Boy Scouts of America Troop #461. This permit will be used at the Cops & Rodders car show held at the Aldrich Arena on July 26, 2014. Upon application, Mr. Zimitsch requested that the Food Sales permit fee of \$55.00 be waived.

Budget Impact

None

Recommendation

Staff recommends the approval to waive the \$55.00 fee associated with the Temporary Food Sales permit for the Boy Scouts of America Troop #461's participation in the Cops & Rodders car show on July 26, 2014.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: July 16, 2014
SUBJECT: Approval of a Temporary Lawful Gambling Permit and Waiver of Permit Fee for the St. Paul East Parks Lions Club, 2100 White Bear Avenue

Introduction

An application for a Temporary Lawful Gambling permit has been submitted by Thomas O’Ryan, on behalf of the St. Paul East Parks Lions for a Bingo Event to be held at the Maplewood Community Center, 2100 White Bear Avenue on Thursday, July 24, 2014 from 6:00 p.m. to 8:30 p.m. The funds raised will be used to support the Maplewood Community Center.

The applicant has also requested the fee of \$58.00 for the Temporary Lawful Gambling Permit be waived.

In order for the State of Minnesota to authorize the association’s off-site gambling for this event, approval of the attached Resolution from the City is required.

Recommendation

It is recommended that the City Council approve the Resolution for a Temporary Lawful Gambling Permit and waive the fee of \$58.00 for the St. Paul East Parks Lions.

Attachments

1. Resolution

RESOLUTION

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the temporary lawful gambling permit is approved for the St. Paul East Parks Lions to be used at the Maplewood Community Center, 2100 White Bear Avenue, Maplewood, MN on July 24, 2014.

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

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

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

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: DuWayne Konewko, Parks and Recreation Director
James Taylor, Parks Manager

DATE: July 9, 2014

SUBJECT: Approval to Accept Donation from Macy's "I Heart a Park" Program

Introduction

A donation of two-hundred and fifty dollars (\$250.00) was donated to Maplewood Park's as part of Macy's I Heart Your Park campaign. Macy's asked customers to add a dollar to support their local parks.

Minnesota State Statute 465.03 states that gifts to municipalities shall be accepted by the governing body in the form of a resolution by a two-thirds vote.

Budget Impact

None

Recommendation

Approve the Resolution accepting the donation of two-hundred and fifty dollars (\$250.00) from Macy's I Heart Your Park Campaign.

Attachments

1. Resolution Accepting Donation

**RESOLUTION
ACCEPTANCE OF DONATION**

WHEREAS the City of Maplewood and the Parks and Recreation Department has received a donation of \$250.00 from Macy's I Heart Your Park Campaign.

NOW, THEREFORE, BE IT RESOLVED that the Maplewood City Council authorizes the City of Maplewood Parks and Recreation Department to accept this donation.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: DuWayne Konewko, Parks and Recreation Director
Ginny Gaynor, Natural Resources Coordinator

DATE: July 14, 2014

SUBJECT: Approval of Resolution for Final Payment and Acceptance of Project, Joy Park Phase II

Introduction

The contractor, Hardrives, Inc., has completed Joy Park Phase II Improvements, which is funded out of the Park Development Fund. The council will consider approving the attached resolution approving final payment to the contractor and acceptance of project.

Background

On August 8, 2011, the council awarded Hardrives, Inc. a construction contract of park improvements at Joy Park in the amount of \$250,401.88. There were no change orders on this project.

The final construction cost is \$243,535.22, which is \$6,866.66 below the approved contract amount.

Budget Impact

The current approved budget for the project is \$325,000. The current expenses incurred to date fall within the allocated budget.

Recommendation

Staff recommends that the city council approve the attached resolution Approving Final Payment and Acceptance of Project for Joy Park Phase II Improvements.

Attachments

1. Resolution Approving Final Payment and Acceptance of Project
2. Final Payment Application

**RESOLUTION
APPROVING FINAL PAYMENT AND ACCEPTANCE OF PROJECT
JOY PARK PHASE II IMPROVEMENTS**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered Joy Park Phase II Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 471; and

WHEREAS, the Director of Parks and Recreation for the City of Maplewood has determined that Joy Park Phase II Improvements, is complete and recommends acceptance of the project;

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

1. Joy Park Phase II Improvements is complete and maintenance of these improvements is accepted by the city; and the final construction cost is \$243,535.22. Final payment to Hardrives, Inc., and the release of any retainage or escrow is hereby authorized.

Approved this 14th day of July 2014.



Application for Payment

(Unit Price Contract)

No. 4 _____

Eng. Project No.: MAPLE 103885

Location: City of Maplewood, MN

Contractor <u>Hardrives, Inc.</u>	Contract Date _____
14475 Quiram Drive	
Rogers, MN 55374-9461	Contract Amount \$ <u>250,401.88</u>

Contract for Joy Park Phase 2 Improvements

Application Date <u>9/30/11</u>	For Period Ending <u>12/30/13</u>
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Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
1	MOBILIZATION (5% MAX.)	LS	1	<u>1</u>	\$12,000.00	<u>\$12,000.00</u>
2	CLEARING	ACRE	0.2	<u>0.139</u>	\$13,200.00	<u>\$1,834.80</u>
3	CLEARING	TREE	3	<u>3</u>	\$880.00	<u>\$2,640.00</u>
4	GRUBBING	ACRE	0.2	<u>0.092</u>	\$8,800.00	<u>\$809.60</u>
5	GRUBBING	TREE	3	<u>3</u>	\$110.00	<u>\$330.00</u>
6						
7	REMOVE CONCRETE PARKING LOT STOPS	EACH	36	<u>36</u>	\$25.00	<u>\$900.00</u>
8	REMOVE BITUMINIOUS PAVEMENT	SQ YD	1475	<u>1025</u>	\$2.00	<u>\$2,050.00</u>
9	SAWING BITUMINIOUS PAVEMENT (FULL DEPTH)	LIN FT	142	<u>110</u>	\$3.00	<u>\$330.00</u>
10	SALVAGE AND REINSTALL SIGN	EACH	3	<u>1</u>	\$100.00	<u>\$100.00</u>
11	COMMON EXCAVATION (EV)	CU YD	914	<u>914</u>	\$11.00	<u>\$10,054.00</u>
12	GRANULAR BORROW (CV)	CU YD	590	<u>590</u>	\$15.00	<u>\$8,850.00</u>
13	SALVAGED TOPSOIL (EV)	CU YD	540	<u>540</u>	\$15.00	<u>\$8,100.00</u>
14						
15	AGGREGATE BASE CL. 6 - 100% CRUSHED	TON	1667	<u>1425</u>	\$13.00	<u>\$18,525.00</u>
16	BITUMINIOUS PATCHING MIXTURE	SQ YD	18	<u>0</u>	\$43.75	<u></u>
17						
18	TYPE MV 3 WEARING COURSE MIXTURE	TON	227	<u>217.66</u>	\$86.00	<u>\$18,718.76</u>
19						
20	TYPE LV 3 WEARING COURSE MIXTURE	TON	140	<u>144.65</u>	\$86.00	<u>\$12,439.90</u>
21						
22	TYPE LV 3 NON WEARING COURSE MIXTURE	TON	189	<u>183.93</u>	\$86.00	<u>\$15,817.98</u>
23						
24	BITUMINIOUS MATERIAL FOR TACK COAT	GAL	80	<u>80</u>	\$3.40	<u>\$272.00</u>
25						
26	GEOTEXTILE FABRIC, TYPE IV	SQ YD	20	<u>20</u>	\$10.00	<u>\$200.00</u>

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
20	CONCRETE C & G, DESIGN B-612	LIN FT	682	682	\$16.34	\$11,143.88
21	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES	EACH	5	5	\$1,072.50	\$5,362.50
22	CONCRETE (60 LF ROCK/CONCRETE CHANNEL)	EACH	1	0.7	\$2,035.00	\$1,424.50
23	4" CONCRETE PAD (BENCH TYPE A, LITTER RECPT)	SQ FT	200	171.6	\$6.44	\$1,105.10
24	RAIN GARDEN - WITH UNDERDRAIN	EACH	1	1	\$15,000.00	\$15,000.00
25	LAKE SEDGE (CAREX LACUSTRIS), (4" POT)	EACH	85	85	\$6.50	\$552.50
26	BOTTLEBRUSH SEDGE (CAREX COMOSA), (4" POT)	EACH	85	85	\$6.50	\$552.50
27	PRAIRIE CORD GRASS (SPARTINA PECTINATA), (4" POT)	EACH	85	80	\$6.50	\$520.00
28	RESTORATION MAINTENANCE - 2012	LS	1		\$1,500.00	
29	RESTORATION MAINTENANCE - 2013	LS	1	1	\$1,500.00	\$1,500.00
30	SILT FENCE, PREASSEMBLED - TYPE HEAVY DUTY	LIN FT	520	520	\$1.95	\$1,014.00
31	SEEDING	ACRE	1	1	\$500.00	\$500.00
32	SEED MIXTURE 34-181 EMERGENT WETLAND	LBS	1	1	\$240.00	\$240.00
33	SEED MIXTURE 34-262 WET PRAIRIE	LBS	1	1	\$75.00	\$75.00
34	SEED MIXTURE 35-221 DRY PRAIRIE	LBS	1	1	\$20.00	\$20.00
35	SEED MIXTURE 35-241 MESIC PRAIRIE GENERAL	LBS	3	3	\$16.00	\$48.00
36	SEED MIXTURE 36-711 WOODLAND EDGE	LBS	4	4	\$20.00	\$80.00
37	SODDING	SQ YD	380	380	\$7.00	\$2,660.00
38	MULCH MATERIAL, TYPE 1	TON	2	2	\$350.00	\$700.00
39	MULCH MATERIAL, TYPE 6	CU YD	50	85	\$65.00	\$5,525.00
40	EROSION CONTROL BLANKET, CAT 1 (STRAW RD 1S)	SQ YD	85	0	\$3.00	
41	EROSION CONTROL BLANKET, CAT 4 (STRAW 2S)	SQ YD	900	500	\$1.50	\$750.00
42	PAVEMENT MSG - HANDICAP PARKING SYMBOL - PAINT	EACH	3	3	\$22.00	\$66.00
43	4" SOLID LINE WHITE - PAINT	LIN FT	760	760	\$0.44	\$334.40
44	4 FOOT WIDE TURF TRAIL	LIN FT	1183	1078	\$3.50	\$3,773.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
45	4 FOOT WIDE AGGREGATE TRAIL	LIN FT	570	410	\$1.68	\$688.80
46	LITTER RECEPTACLE (SURFACE MOUNT) - DUMOR	EACH	5	5	\$1,237.00	\$6,185.00
47	BENCH TYPE A - WITH BACKREST	EACH	1	1	\$1,420.00	\$1,420.00
48	BENCH TYPE A - WITHOUT BACKREST	EACH	1	1	\$1,273.00	\$1,273.00
49	BENCH TYPE B	EACH	1	3	\$2,426.00	\$7,278.00
50	BENCH TYPE C	EACH	10	8	\$2,426.00	\$19,408.00
51	LAKE ACCESS TYPE A	EACH	1	1	\$1,175.00	\$1,175.00
52	LAKE ACCESS TYPE B	EACH	2	2	\$2,575.00	\$5,150.00
53	LAKE ACCESS TYPE C	EACH	1	1	\$775.00	\$775.00
54	CHILTON OUTCROPPING STEPS 36" X 48"	EACH	3	3	\$400.00	\$1,200.00
55	FLAGSTONE PATH	SQ FT	300	300	\$16.98	\$5,094.00
56	BOARDWALK (4' WIDE X 40' LENGTH)	LS	1	1	\$7,920.00	\$7,920.00
57	FLAT TOP LIMESTONE BOULDERS 24" X 36" X 18"	TON	5	5	\$200.00	\$1,000.00
58	ROUND BOULDERS 18" - 24"	TON	5	5	\$250.00	\$1,250.00
59	TIMBER STEP TYPE A	LS	1	1	\$3,000.00	\$3,000.00
60	TIMBER STEP TYPE B	LS	1	2	\$2,400.00	\$4,800.00
61	SHORELINE PROTECTION	LIN FT	150	150	\$60.00	\$9,000.00
TOTAL BASE BID AMOUNT						\$243,535.22

ALTERNATE 1 - PICNIC SHELTER AND ACCESSORIES

1	4" CONCRETE SHELTER PAD AND APRON	SQ FT	1020		\$4.57	
2	CONCRETE FOOTINGS FOR SHELTER	LS	1		\$2,640.00	
3	PICNIC SHELTER	LS	1		\$30,565.70	
4	PICNIC SHELTER - FULL STONE COLUMNS (4)	LS	1		\$7,150.00	
5	PICNIC SHELTER - T&G SUBROOF AND STANDING SEAM	LS	1		\$10,450.00	
6	GAME TABLE - DUMOR	EACH	1		\$3,161.00	
7	PICNIC TABLE - DUMOR	EACH	4		\$2,191.00	
8	PICNIC TABLE ACCESSIBLE - DUMOR	EACH	2		\$2,511.00	
9	GRILL (DOUBLE) - DUMOR	EACH	1		\$983.00	
10	COAL BIN (SURFACE MOUNT) - WAUSAU-TILE	EACH	1		\$896.00	
11	LITTER RECEPTACLE (SURFACE MOUNT) - DUMOR	EACH	1		\$1,237.00	

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
TOTAL ALTERNATE 1 BID AMOUNT						\$0.00
TOTAL BASE BID PLUS ALTERNATE 1 AMOUNT						<u>\$243,535.22</u>

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Andy Welti, Intern
Michael Martin, AICP, Planner

DATE: July 7, 2014

SUBJECT: Approval of Lot Repurchase Request for 1713 Laurie Road East.

Introduction

Kristine Kujala, of the Tax-Forfeited Lands division with Ramsey County Property Records and Revenue, has notified the city of a request by Bruce R. Roman to repurchase property located at 1713 Laurie Road E. The owners at the time of the forfeiture to the State of Minnesota were Edward P. & Pamela P. Roman, who are now deceased. Their adult son, Bruce Roman, occupies the property. Ms. Kujala's office, which regulates tax forfeitures, has advised staff the city must forward a resolution of support to the county for Mr. Roman to repurchase his property. Please refer to the letter from Ms. Kujala.

Request

Approve the attached resolution recommending that the Ramsey County Board of Commissioners approve the repurchase application submitted for property located at 1713 Laurie Road E.

Discussion

As stated in Ms. Kujala's letter, the Maplewood City Council must forward a resolution to approve or deny the request by Mr. Roman to repurchase his property. The city must consider whether the property is a municipal problem based on documented police violations, building code violations or health violations in the past five years.

Staff has inquired with the city's police, building code, zoning code and health divisions. Each department responded that there has been no illegal activity, code violations or health/safety violations in the past five years.

Staff feels that the city should support the repurchase of this property by Mr. Roman.

Budget Impact

None.

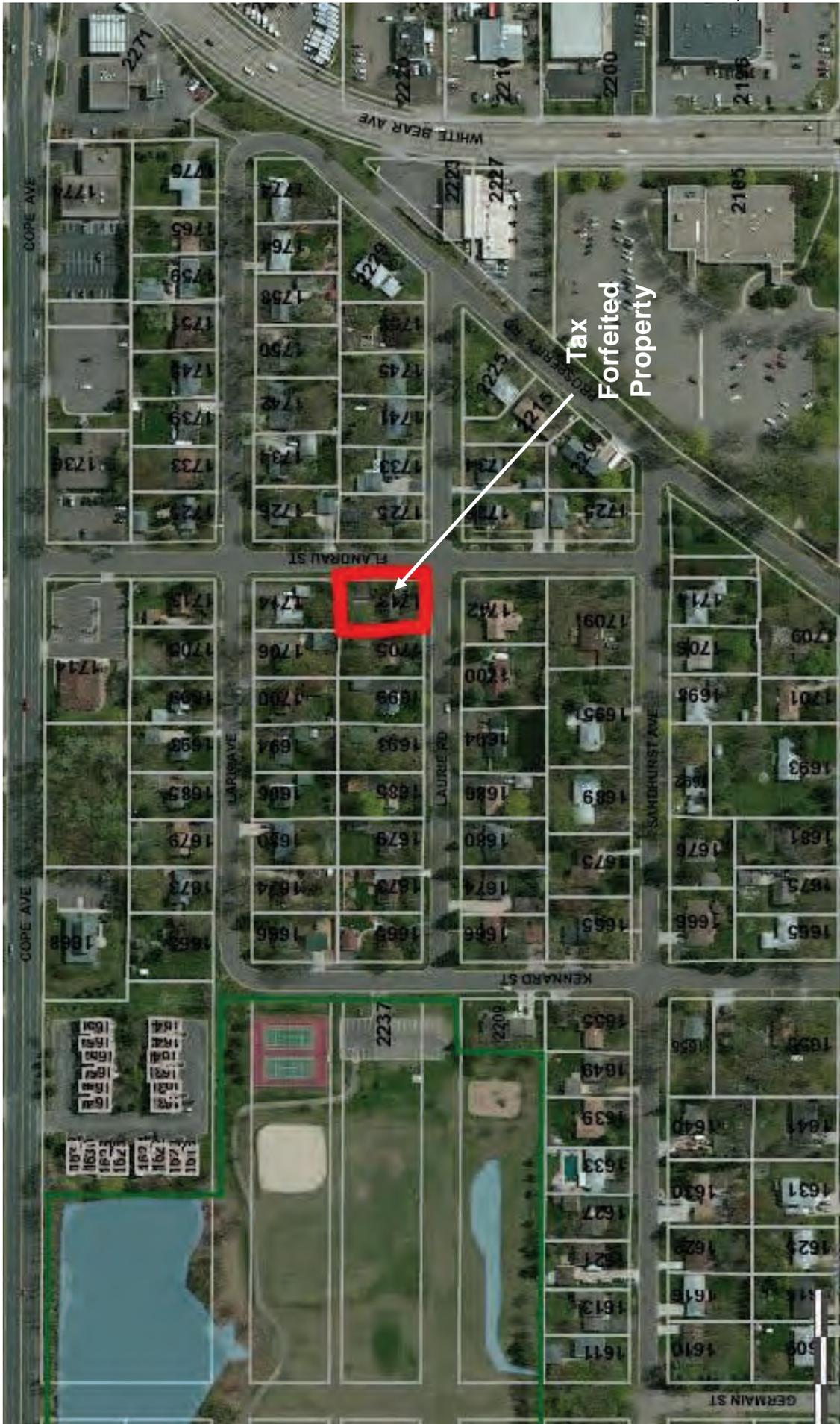
Recommendation

Adopt the attached resolution recommending that the Ramsey County Board of Commissioners approve the repurchase application submitted for property located at 1713 Laurie Road E.

Attachments

1. Location Map
2. Property Line Map
3. Letter from Kristine Kujala dated June 4, 2014
4. Application Materials for Lot Repurchase
5. Resolution of Support

Location Map — 1713 Laurie Road East





Ramsey County

Property Records and Revenue

Taxpayer Services – Tax Forfeited Lands · PO Box 64097 · Saint Paul, MN 55164-0097

June 4, 2014

City of Maplewood
Attn: Tom Ekstrand
1830 County Road B East
Maplewood, MN 55109

Re: Repurchase application relating to a tax-forfeited property at 1713 Laurie Road E.

Dear Tom Ekstrand:

Enclosed please find a repurchase application received from Bruce R. Roman for the property located at 1713 Laurie Road E. The property forfeited to the State of Minnesota on August 1, 2013 and is an occupied single family dwelling. The owners at the time of forfeiture, Edward P. & Pamela P. Roman, are deceased and their adult son Bruce Roman occupies the property. The applicant has explained the circumstances that led to the forfeiture on the attached application. The amount of delinquent taxes owed on the property at the time of forfeiture was approx. \$17,600.00.

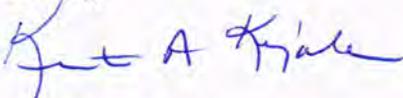
County Board policy, No. 99-507, adopted on December 21, 1999, allows for “each repurchase application to be referred to the municipality in which the property is located. The municipality will document whether the property is considered a municipal problem based on documented police, building code, illegal activity, or health violations within the past five years. The municipality, by resolution, shall recommend that the County Board approve or deny the repurchase application and return the repurchase application to Ramsey County along with the resolution and documentation of any violations.”

The following documents are enclosed to assist you:

- Copy of Application to Repurchase after Forfeiture
- Map of the parcel

Please send a certified copy of the city council resolution and all relevant documents to the Tax Forfeited Land office for final processing. If you have any questions regarding the enclosed documents or require further information, please do not hesitate to contact me at (651) 266-2081.

Sincerely,



Kristine A. Kujala, Supervisor
Tax Forfeited Lands

Application to Repurchase after Forfeiture

Pin: 10-29-22-44-0066
Legal Description: Smith and Taylor's Addition to North St. Paul, the South 1/2 of vacated alley adjacent and except the West 525 feet of Lot 2, Block 11
Address: 1713 Laurie Road E, Maplewood, MN
Forfeiture Date: August 1, 2013

I hereby make application to repurchase the above described parcel of land, located in Ramsey County, from the State of Minnesota, and understand that pursuant to Minnesota Statutes, section 282.241:

- The owner at the time of forfeiture, or the owner's heirs, devisees, or representatives, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, may file an application to repurchase any parcel of land claimed by the state to be forfeited to the state for unpaid property taxes, unless sold or conveyed to a third party.
- The property may be repurchased for the sum of all:
 - Cancelled taxes, including all delinquent real property taxes, plus penalties, accrued interest and costs attributable to the taxes.
 - All property taxes plus penalties, interest and costs on those taxes for the taxes payable year following the year of the forfeiture and all subsequent years through the year of repurchase.
 - All delinquent special assessments cancelled at the time of forfeiture, plus penalties, accrued interest and costs attributable to those assessments.
 - Special assessments not levied between the date of forfeiture and the date of repurchase.
 - Any additional costs and interest relating to taxes or assessments accrued between the date of forfeiture and the date of repurchase.
 - Extra costs related to repurchase and recording of deed.
- Ⓐ A \$250.00 administrative service (repurchase) fee, in certified funds, is due at the time the application is submitted.
- Ⓐ All maintenance costs accrued on the property while under the management of Ramsey County, Tax Forfeited Land, from the date of forfeiture until the adoption of a resolution by the Ramsey County Board of Commissioners, are to be paid by the applicant.
- Ⓐ Applicant will take possession of the property and be responsible for its maintenance and security upon approval of the repurchase by the Ramsey County Board of Commissioners.

The reason or circumstances that led to the forfeiture of the property is (describe hardship):

X See attached sheet

Return application to: Department of Property Records and Revenue, Attn: Tax Forfeited Lands Section,
PO Box 64097, St. Paul, MN 55164-0097

I would like to thank you for giving me this opportunity to give you information about the delinquent taxes on this PROPERTY.

Since the death of my mother in November of 2004, I had been on disability with a fractured knee which took me over nine months to recover which put me in a poor financial position.

And it sort of had a steamroller effect on all my financial positions. Including the payment of taxes on this property. And not having the income to pay my responsibility things and my bills just lapsed. Part of this is my responsibility and I am sorry to give you more and better communications in the past years. What I would like to do is repurchase the property so that I can sell it and pay back my responsibilities.

**RESOLUTION SUPPORTING THE REPURCHASE APPLICATION SUBMITTED TO
RAMSEY COUNTY FOR PROPERTY LOCATED AT 1713 LAURIE ROAD E.**

WHEREAS, the property located at 1713 Laurie Road E. was forfeited to the State of Minnesota for non-payment of taxes on August 1, 2013;

WHEREAS, the prior owner's son has filed a repurchase application with Ramsey County;

WHEREAS, it is the Ramsey County Board's policy that repurchase applications be reviewed by the municipality in which the property is located who shall adopt a resolution recommending approval or denial of said application;

WHEREAS, the municipality shall consider in its recommendation whether the property is considered a municipal problem based on illegal activity, code violations or health and safety violations;

WHEREAS, the city's police, building code, zoning code and health personnel have all confirmed that their records show no violations of any sort at this property in the evaluation period of the previous five years;

NOW, THEREFORE, BE IT RESOLVED that the Maplewood City Council hereby recommends to the Ramsey County Board of Commissioners approval of the repurchase application submitted by the prior owner's son of property located at 1713 Laurie Road E.

The Maplewood City Council approved this resolution on _____, 2014.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Andy Welti, Intern
Michael Martin, AICP, Planner

DATE: July 7, 2014

SUBJECT: Approval of Lot Repurchase Request for Properties South of 2036 English Street North

Introduction

Kristine Kujala, of the Tax-Forfeited Lands division with Ramsey County Property Records and Revenue, has notified the city of a request by James M. Sobota to repurchase properties located south of 2036 English Street N. Mr. Sobota was the owner of these properties when they reverted to the State of Minnesota for tax forfeiture. Ms. Kujala's office, which regulates tax forfeitures, has advised staff the city must forward a resolution of support to the county for Mr. Sobota to repurchase his property. Please refer to the letter from Ms. Kujala.

Request

Approve the attached resolution recommending that the Ramsey County Board of Commissioners approve the repurchase application submitted for two vacant properties located south of 2036 English Street N.

Discussion

As stated in Ms. Kujala's letter, the Maplewood City Council must forward a resolution to approve or deny the request by Mr. Sobota to repurchase his properties. The city must consider whether the properties are a municipal problem based on documented police violations, building code violations or health violations in the past five years.

Staff has inquired with the city's police, building code, zoning code and health divisions. Each department responded that there has been no illegal activity, code violations or health/safety violations in the past five years.

Staff feels that the city should support the repurchase of these properties by Mr. Sobota.

Budget Impact

None,

Recommendation

Adopt the attached resolution recommending that the Ramsey County Board of Commissioners approve the repurchase application submitted for properties south of 2036 English Street N., (PIN: 15-29-22-23-0061) and (PIN: 15-29-22-23-0089).

Attachments

1. Location Map
2. Property Line Map
3. Letter from Kristine Kujala dated June 4, 2014
4. Application Materials for Lot Repurchase
5. Resolution of Support

Location Map — Properties south of 2036 English St. N.





**CD 7 15-29-22-23-0061 Behind 2022 English Street
N (Landlocked) (English Street N)**



353.7 0 176.87 353.7 Feet

NAD_1983_HARN_Adl_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Schools
- Recreational Centers
- Trail
- Parcel Points
- Parcel Boundaries
- Parcel Lines
- Land Ties

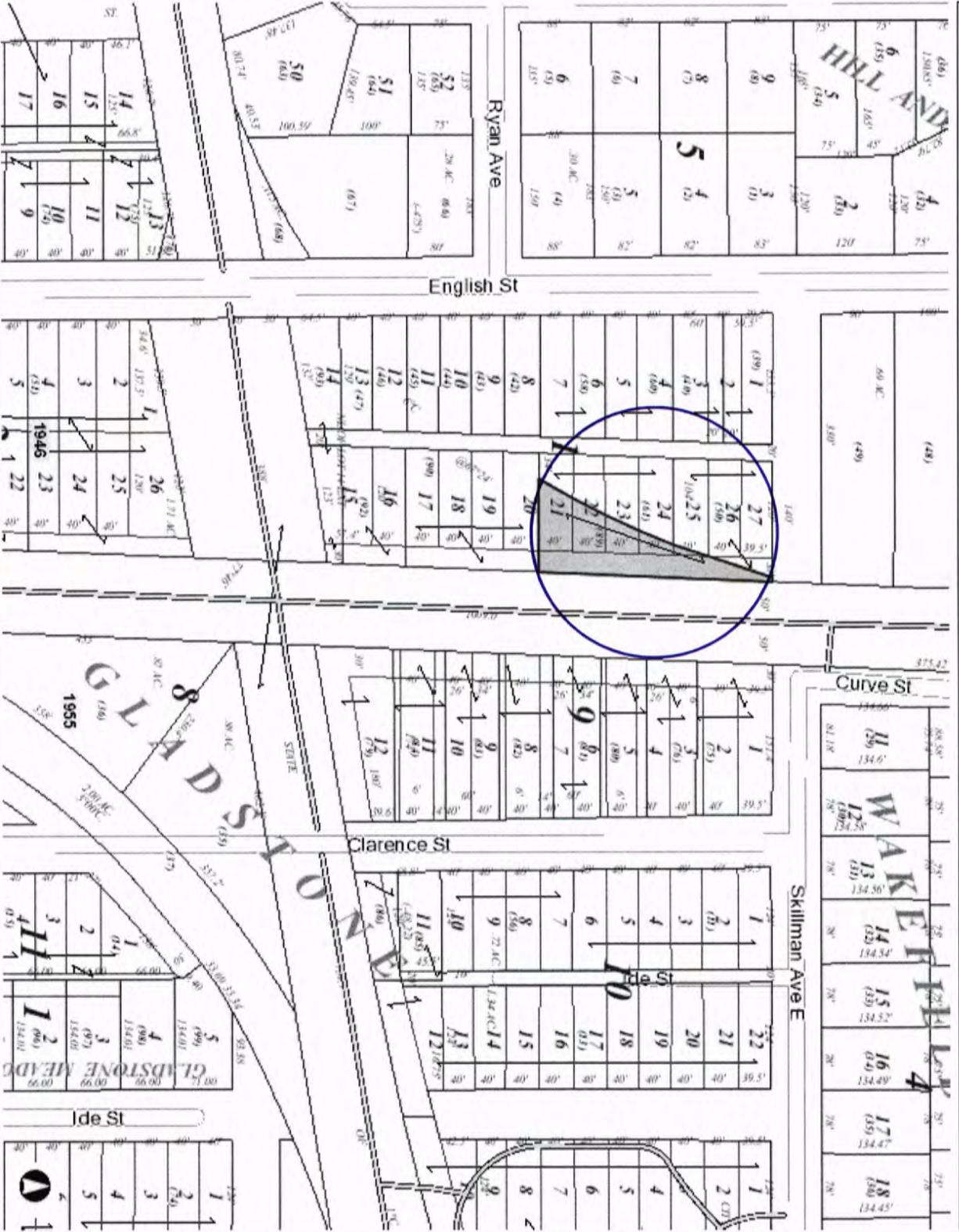


Notes

Enter Map Description



**CD 7 15-29-22-23-0089 Behind 2022 English Street
N (Landlocked) (English Street N)**



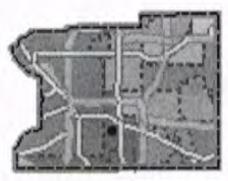
NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

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Legend

- Schools
- Recreational Centers
- Trail
- Parcel Points
- Parcel Boundaries
- Parcel Lines
- Land Ties



Notes

Enter Map Description



Ramsey County

Property Records and Revenue

Taxpayer Services – Tax Forfeited Lands · PO Box 64097 · Saint Paul, MN 55164-0097

June 4, 2014

City of Maplewood
Attn: Tom Ekstrand
1830 County Road B E
Maplewood, MN 55109

Re: Repurchase application relating to a tax-forfeited property south of 2036 English Street N. (PIN: 15-29-22-23-0061)

Dear Tom Ekstrand:

Enclosed please find a repurchase application received from James M. Sobota for a property located south of 2036 English Street N. in Maplewood. The property forfeited to the State of Minnesota on August 1, 2013 and is a vacant lot previously used in conjunction with a commercial landscape business. The prior owner at the time of forfeiture James M. Sobota is the repurchase applicant. The applicant has explained the circumstances that led to the forfeiture on the attached application. The amount of delinquent taxes owed on the property at the time of forfeiture was approx. \$12,700.00.

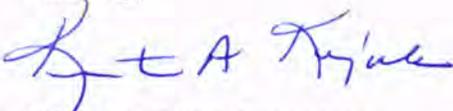
County Board policy, No. 99-507, adopted on December 21, 1999, allows for “each repurchase application to be referred to the municipality in which the property is located. The municipality will document whether the property is considered a municipal problem based on documented police, building code, illegal activity, or health violations within the past five years. The municipality, by resolution, shall recommend that the County Board approve or deny the repurchase application and return the repurchase application to Ramsey County along with the resolution and documentation of any violations.”

The following documents are enclosed to assist you:

- Copy of Application to Repurchase after Forfeiture
- Map of the parcel

Please send a certified copy of the city council resolution and all relevant documents to the Tax Forfeited Land office for final processing. If you have any questions regarding the enclosed documents or require further information, please do not hesitate to contact me at (651) 266-2081.

Sincerely,



Kristine A. Kujala, Supervisor
Tax Forfeited Lands

**Ramsey County**
Property Records and Revenue

Taxpayer Services – Tax Forfeited Lands · PO Box 64097 · Saint Paul, MN 55164-0097

June 4, 2014

City of Maplewood
Attn: Tom Ekstrand
1830 County Road B E
Maplewood, MN 55109

Re: Repurchase application relating to a tax-forfeited property located south of 2036 English St. N. (PIN: 15-29-22-23-0089)

Dear Tom Ekstrand:

Enclosed please find a repurchase application received from James M. Sobota for the property located south of 2036 English Street N. in Maplewood The property forfeited to the State of Minnesota on August 1, 2013 and is a vacant lot previously used in conjunction with a commercial landscape business. The prior owner at the time of forfeiture James M. Sobota is the repurchase applicant. The applicant has explained the circumstances that led to the forfeiture on the attached application. The amount of delinquent taxes owed on the property at the time of forfeiture was approx. \$24,300.00.

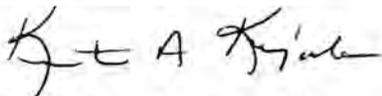
County Board policy, No. 99-507, adopted on December 21, 1999, allows for “each repurchase application to be referred to the municipality in which the property is located. The municipality will document whether the property is considered a municipal problem based on documented police, building code, illegal activity, or health violations within the past five years. The municipality, by resolution, shall recommend that the County Board approve or deny the repurchase application and return the repurchase application to Ramsey County along with the resolution and documentation of any violations.”

The following documents are enclosed to assist you:

- Copy of Application to Repurchase after Forfeiture
- Map of the parcel

Please send a certified copy of the city council resolution and all relevant documents to the Tax Forfeited Land office for final processing. If you have any questions regarding the enclosed documents or require further information, please do not hesitate to contact me at (651) 266-2081.

Sincerely,



Kristine A. Kujala, Supervisor
Tax Forfeited Lands

Application to Repurchase after Forfeiture

Pin: 15-29-22-23-0061
 Legal Description: Gladstone, Ramsey Co., Minn., that part lying Northwesterly of a line 30 feet Northwesterly from and parallel with Railroad Tracks of Lots 21, 22, 23 & 24, Block 1
 Address: 0 English Street N, Maplewood
 Forfeiture Date: August 1, 2013

I hereby make application to repurchase the above described parcel of land, located in Ramsey County, from the State of Minnesota, and understand that pursuant to Minnesota Statutes, section 282.241:

- The owner at the time of forfeiture, or the owner's heirs, devisees, or representatives, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, may file an application to repurchase any parcel of land claimed by the state to be forfeited to the state for unpaid property taxes, unless sold or conveyed to a third party.
- The property may be repurchased for the sum of all:
 - Cancelled taxes, including all delinquent real property taxes, plus penalties, accrued interest and costs attributable to the taxes.
 - All property taxes plus penalties, interest and costs on those taxes for the taxes payable year following the year of the forfeiture and all subsequent years through the year of repurchase.
 - All delinquent special assessments cancelled at the time of forfeiture, plus penalties, accrued interest and costs attributable to those assessments.
 - Special assessments not levied between the date of forfeiture and the date of repurchase.
 - Any additional costs and interest relating to taxes or assessments accrued between the date of forfeiture and the date of repurchase.
 - Extra costs related to repurchase and recording of deed.
- A \$250.00 administrative service (repurchase) fee, in certified funds, is due at the time the application is submitted.
- All maintenance costs accrued on the property while under the management of Ramsey County, Tax Forfeited Land, from the date of forfeiture until the adoption of a resolution by the Ramsey County Board of Commissioners, are to be paid by the applicant.
- Applicant will take possession of the property and be responsible for its maintenance and security upon approval of the repurchase by the Ramsey County Board of Commissioners.

The reason or circumstances that led to the forfeiture of the property is (describe hardship):

I carried on a landscape business for 50 years. I built the building on the property in 1977. Starting in 2002, my business deteriorated, together with the economy in general, to the point where my expenses were greater than revenue. I could not financially cope with all of the costs associated with trying to operate a business, which was my only livelihood. I made efforts to sell the business which were not successful. There are three contiguous parcels involved and two of them became tax delinquent and forfeited to the State. I have been able to find a buyer at a greatly reduced sale price, but sufficient to pay the taxes upon the closing of the sale, providing I am able to conclude a Repurchase Agreement. The property is worth only \$209,000 which is the best offer I could obtain even though serious efforts were made to sell including MLS listing with a licensed broker.

Return application to: Department of Property Records and Revenue, Attn: Tax Forfeited Lands Section,
 PO Box 64097, St. Paul, MN 55164-0097

Application to Repurchase after Forfeiture

Pin: 15-29-22-23-0089
 Legal Description: Gladstone, Ramsey Co., Minn., Lots 21, 22, 23, 24, 25 & 26 & that part of vacated street lying North of the South line of Lot 21 & South of North line of Lot 27, all lying Southeasterly of a line 30 feet Northwesterly of Burlington Northern Railroad Company Railway Connecting Tract all Being In Block 1
 Address: 0 English Street N, Maplewood
 Forfeiture Date: August 1, 2013

I hereby make application to repurchase the above described parcel of land, located in Ramsey County, from the State of Minnesota, and understand that pursuant to Minnesota Statutes, section 282.241:

- The owner at the time of forfeiture, or the owner's heirs, devisees, or representatives, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, may file an application to repurchase any parcel of land claimed by the state to be forfeited to the state for unpaid property taxes, unless sold or conveyed to a third party.
- The property may be repurchased for the sum of all:
 - Cancelled taxes, including all delinquent real property taxes, plus penalties, accrued interest and costs attributable to the taxes.
 - All property taxes plus penalties, interest and costs on those taxes for the taxes payable year following the year of the forfeiture and all subsequent years through the year of repurchase.
 - All delinquent special assessments cancelled at the time of forfeiture, plus penalties, accrued interest and costs attributable to those assessments.
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- A \$250.00 administrative service (repurchase) fee, in certified funds, is due at the time the application is submitted.
- All maintenance costs accrued on the property while under the management of Ramsey County, Tax Forfeited Land, from the date of forfeiture until the adoption of a resolution by the Ramsey County Board of Commissioners, are to be paid by the applicant.
- Applicant will take possession of the property and be responsible for its maintenance and security upon approval of the repurchase by the Ramsey County Board of Commissioners.

The reason or circumstances that led to the forfeiture of the property is (describe hardship):

I carried on a landscape business for 50 years. I built the building on the property in 1977. Starting in 2002, my business deteriorated, together with the economy in general, to the point where my expenses were greater than revenue. I could not financially cope with all of the costs associated with trying to operate a business, which was my only livelihood. I made efforts to sell the business which were not successful. There are three contiguous parcels involved and two of them became tax delinquent and forfeited to the State. I have been able to find a buyer at a greatly reduced sale price, but sufficient to pay the taxes upon the closing of the sale, providing I am able to conclude a Repurchase Agreement. The property is worth only \$209,000 which is the best offer I could obtain even though serious efforts were made to sell including MLS listing with a licensed broker.

**RESOLUTION SUPPORTING THE REPURCHASE APPLICATION SUBMITTED TO
RAMSEY COUNTY FOR PROPERTIES SOUTH OF 2036 ENGLISH ST. NORTH**

WHEREAS, the properties located south of 2036 English St. N., (PIN: 15-29-22-23-0061) and (PIN: 15-29-22-23-0089) were forfeited to the State of Minnesota for non-payment of taxes on August 1, 2013;

WHEREAS, the prior owner of this property has filed a repurchase application with Ramsey County;

WHEREAS, it is the Ramsey County Board's policy that repurchase applications be reviewed by the municipality in which the property is located who shall adopt a resolution recommending approval or denial of said application;

WHEREAS, the municipality shall consider in its recommendation whether the property is considered a municipal problem based on illegal activity, code violations or health and safety violations;

WHEREAS, the city's police, building code, zoning code and health personnel have all confirmed that their records show no violations of any sort at these properties in the evaluation period of the previous five years;

NOW, THEREFORE, BE IT RESOLVED that the Maplewood City Council hereby recommends to the Ramsey County Board of Commissioners approval of the repurchase application submitted by the prior owners of property located south of 2036 English St. N., (PIN: 15-29-22-23-0061) and (PIN: 15-29-22-23-0089)

The Maplewood City Council approved this resolution on _____, 2014.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Michael Thompson, Director of Public Works/City Engineer
Bryan Nagel, Street/Storm Superintendent

DATE: June 24, 2014

SUBJECT: Approval of Work on Fleet Garage Doors at 1902 County Road B East

Introduction

The council will consider garage door replacements and repair work required in the Public Works Fleet Garage located at 1902 County Road B East.

Discussion

Two overhead doors require replacement. One door is a safety fire drop door that services the mechanics bay while the second is the main overhead door at the front entrance into the fleet garage.

In addition, repair work is required on the rear exit door of the fleet garage. The cost for the replacement and repair work \$22,368.00.

Budget Impact

These expenditures will be paid out of the existing 2014 Building Operations program.

Recommendation

It is recommended that council approve the replacement of the garage doors and repair work for the Public Works Fleet Garage doors by Overhead Door Company in the amount of \$22,368.00.

Attachments

1. Overhead Door Co of the Northland Invoices dated 5/27/14 and 6/10/14



PW
**OVERHEAD DOOR CO.
 OF THE NORTHLAND**

3195 Terminal Dr.
 EAGAN, MN 55121

(651) 683-0307
Fax (651) 683-0625

INVOICE

G10, Attachment 1

INVOICE NO.	INVOICE DATE
84075	5/27/14

Page: 1

SOLD TO:

MAPLEWOOD, CITY OF
 1830 E COUNTY ROAD B
 MAPLEWOOD, MN 55109

Ship To
 CITY OF MAPLEWOOD
 1902 CTY RD "B" EAST
 MAPLEWOOD, MN 55109

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	SALESPERSON
		6/11/14	KENT SEVERSON
TERMS		NOTES	
Net 15 Days			

REFERENCE	DESCRIPTION	MAPLEWOOD	AMOUNT
1.00	RSX-H		
1.00	205.61		
2.00	147.25		
6.00	121.00		
	POC: SCOTT 651-755-3099, DOOR #3 IN SHOP IS GRINDING		
	RSX COMM. HOIST OPER.	1,463.00	1,463.00
	VEHICLE LOOP DETECTOR 24 VOLT		
	LUMBER - 2 X 6 X 2' (OP. PADS)		
	LAG SCREW 5/16" X 1-3/4"		
	REPLACED OPERATOR AND LOOP DETECTOR AS PER QUOTE.		

MESSAGE:

Check/Credit Memo No:

SUBTOTAL	
SALES TAX	1,463.00
SHIPPING	
TOTAL	\$1,463.00



**OVERHEAD DOOR CO.
OF THE NORTHLAND**

3195 Terminal Dr.
EAGAN, MN 55121

(651) 683-0307
Fax (651) 683-0625

INVOICE \$10, Attachment 1

INVOICE NO.	INVOICE DATE
83846	6/10/14

Page: 1

SOLD TO:

MAPLEWOOD, CITY OF
1830 E COUNTY ROAD B
MAPLEWOOD, MN 55109

Ship To
CITY OF MAPLEWOOD
1830 E COUNTY ROAD B
MAPLEWOOD, MN 55109

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	SALESPERSON
		6/25/14	KENT SEVERSON

TERMS	NOTES
-------	-------

REFERENCE	Net 15 Days	DESCRIPTION	MAPLEWOOD	AMOUNT
1.00	630-1412	LARRY (CELL) 651-755-3098 - 630 14-0 X 13-0 ROLLING FIREKING DOOR		
1.00	RHX-H	- RHX HEAVY DUTY HOIST JACKSHAFT OP		
1.00	625-1514	625 16-0 X 13-0 ROLLING STORMTITE		
1.00	RHX-H	- RHX HEAVY DUTY HOIST JACKSHAFT OP		
1.00	100.24	LIFT RENTAL		
1.00		FURNISHED AND INSTALLED DOORS AND OPERATORS AS PER QUOTE	20,905.00	20,905.00

MESSAGE:

Check/Credit Memo No:

SUBTOTAL	
SALES TAX	20,905.00
SHIPPING	
TOTAL	\$20,905.00

MEMORANDUM

TO: Melinda Coleman, Interim City Manger

FROM: Michael Thompson, City Engineer/Public Works Director
DuWayne Konewko, Parks and Recreation Director
Steven Love, Assistant City Engineer
Jim Taylor, Parks Manager

DATE: July 7, 2014

SUBJECT: Approval of Agreement for Professional Services, County Road B Trail and Safety Improvements, City Project 14-02

Introduction

The City Council will consider approval of agreement for professional services for preliminary and final design for the County Road B Trail and Safety Improvements, City Project 14-02.

Background

On January 27, 2014 the City Council passed a resolution supporting the 2014 Safe Routes to School Infrastructure Grant Application. The Public Works Department, the Parks and Recreation Department; along with the City's consultant Bolton & Menk, Inc. worked together to prepare and submit a Safe Routes to School (SRTS) Infrastructure Grant application to MnDOT. The SRTS Infrastructure Grant included the construction of safety and trail improvements along County Road B from the existing trail at Birmingham Street to the existing trail at Van Dyke Street. Additionally, the proposal included extending a sidewalk from the proposed trail at the southeast corner of White Bear Avenue and County Road B to the existing sidewalk along the east side of White Bear Avenue south of County Road B.

On April 4, 2014, the City received notification that the City was selected for the SRTS Infrastructure Grant. On May 12, 2014, the City Council authorized the County Road B Trail and Safety Improvements, City Project 14-02 to proceed and utilize the services of Bolton and Menk, Inc. as project engineer. An initial budget of \$50,000 was previously approved.

Discussion

The proposed SRTS Infrastructure project will complete an important link of the County Road B corridor trail. This segment will connect the existing trail that leads to the Maplewood Community Center (MCC) at Van Dyke Street to the existing trail at Birmingham Street that was constructed as part of the 36 and English interchange project. Construction is anticipated in 2015 and will help provide a safe route for students walking or biking to John Glenn Middle School and Weaver Elementary School. Additionally, residents will be provided a safe route to walk or bike to the MCC, Keller Lake Regional Park, and the new boardwalk recently constructed along Keller Lake.

City staff is working with members of MnDOT's State Aid staff on completing the necessary steps to deliver the project and to receive the federal funding. The next phase of the project work includes preliminary design, neighborhood meetings, feasibility study, preparation of final design plans and project specification, and submittal of required federal documents. Assisting the city with the feasibility study, project design, specifications, and federal documents will be Bolton and Menk, Inc.

Bolton and Menk, Inc. has submitted a proposed scope of services, Work Order No. 12, for the next phase of the project. This scope of services is for project management throughout the design process and includes topographic survey of the project area, neighborhood meetings, preliminary design, geotechnical study, management of property acquisition (i.e. temporary and permanent easements), final design, and project bidding. The following is a summary of the proposed work and associated costs:

Proposed Scope of Services	
Bolton & Menk, Inc.	
Project Management and Design	\$105,645
Property Acquisition	\$98,480
Geotechnical Study	\$6,032
Total	\$210,157

In the future there will be additional expenditures for necessary temporary and permanent easement acquisitions (payments to property owners). These costs are not eligible to be covered by the awarded federal grant. The final costs of the easements will be determined during the property acquisition process through appraisals.

Budget Impact

The SRTS Infrastructure grant is a federal grant that provides funding to implement SRTS infrastructure projects. The funding provided is an 80% federal / 20% local match grant. The initial construction cost estimate for the County Road B Trail and Safety Improvements was \$491,030. The federal grant share totals \$392,800 (construction costs) with a minimum local match of \$98,230 (construction costs).

Costs associated with the preparation of the grant application and preliminary work done to receive the grant is not eligible to be funded through the grant or be part of the 20% match. A preliminary budget of \$50,000 was established for the preparation of the grant application and work to receive the FHWA's authorization.

CIP Funds and PAC Funds will need to be identified to cover the local matching construction cost share, the preliminary budget, and design work. Staff is working on developing additional funding sources through partnerships with stakeholders. Staff will bring the final budget to the council prior to the council authorizing the project to be publicly bid.

During the construction process it is planned to utilize city staff for construction inspection and public interaction. Staff plans to utilize the services of Bolton and Menk, Inc. to manage the project throughout the construction process. This will maximize city staff time and interaction with the City's residents and provide the necessary project oversight for a federal project.

Recommendation

It is recommended that the council authorize the City Manager and City Engineer to sign Work Order No. 12 for the design and property acquisition for the County Road B Trail and Safety Improvements, City Project 14-02 in the amount of \$210,157 with Bolton and Menk, Inc which also signifies an adjustment in the existing \$50,000 project budget.

Attachments

1. Project Location Map
2. Proposed Scope of Services
3. Project Schedule
4. Work Order No. 12, County Road B Trail Design and Property Acquisition

Proposed Scope of Services County Road B Trail Improvements

City of Maplewood, Minnesota

City Project Number: 14-02

June 13, 2014

Location: The County Road B Trail Improvements will include a new pedestrian and bicycle trail along County Road B from Birmingham St N to Van Dyke St tying into existing trails on either end. The project also includes new sidewalk along the east side of White Bear Ave south of County Road B.

General Scope Description: Bolton & Menk will complete stakeholder engagement, preliminary design, environmental documentation, final design plans, project specifications, cost estimate and permits.

Bolton & Menk Proposed Leadership:

- Client Services Manager – Joseph Rhein, PE
- Project Manager – Eric A. Johnson, PE
- Transportation Project Engineer – Tim H. Lamkin Jr, PE

Schedule: 2015 MnDOT Safe Routes to School Grant (federal funds) have been awarded for this project. To meet the needs of the City and requirements for use of federal funds, this project will adhere to the attached schedule.

Detailed Scope Tasks:

Task 1: Project Management / Meetings

- A. PMT Meetings - Bolton & Menk will facilitate monthly Project Management Team (PMT) meetings with project partners to discuss the status of the project. It is anticipated that up to 10 meetings will be necessary.
- B. Public Open House – Bolton & Menk will facilitate 2 open houses to introduce the project, explain the purpose and need, and communicate the design and construction schedule.
- C. Coordination - Bolton & Menk will have ongoing coordination with the City's project manager. Bolton & Menk will also coordinate with Ramsey County and MnDOT staff as necessary. This task includes coordinating with the City to provide web updates.

Deliverables: Meeting Agendas, Minutes, Open House Materials, Ongoing Coordination.

Task 2: Data Collection

- A. Field Review – Bolton & Menk design team will perform a field walk to confirm understanding of conditions and document with pictures.
- B. Research
 - Gather section corner information available from County Surveyor's office/on-line
 - Review title reports and/or title insurance commitments (provided by others)
 - Get copies of plats from City
 - Initiate Gopher One Call utility locate requests
 - Ground markings
 - Maps

- C. Base Map
 - Map Section lines, plats, rights-of-way and easements from research material
 - Create search points for property corner markers
- D. Horizontal and Vertical Control Surveys
 - Establish intermediate horizontal control points along project area
 - Establish bench marks along the project area
- E. Topographic Survey - Bolton & Menk will complete detailed topographic survey of the trail corridor
- F. Process Topographic Data
 - Create TIN for contouring
 - Map physical site improvements
 - Map utilities
 - Modify Base Mapping to conform to found property markers

Deliverables: Field Review, Base Map, Topographic Survey

Task 3: Environmental Documentation

- A. Project Memorandum
 - a. Early Coordination: Preparation and submittal of the cultural review request and the state and federal threatened and endangered species requests.
 - b. Prepare Project Memorandum as required by the FHWA, including: identification of needs and deficiencies; consideration of the potential social, economic, and environmental impacts of the project; evaluation of the avoidance of potential impacts; documentation of the analysis and agency correspondence; statement of design standards, elements, and exceptions (should there be any).

Deliverables: Project Memorandum

Task 4: Preliminary Design

- A. Geometric Layout
 - a. Develop a Geometric Layout of the trail improvements and construction limits utilizing the survey information.
 - b. Prepare a color geometric layout at 50-scale that displays plan and profile view of all geometry, intersection locations, construction limits, and existing and proposed typical sections.
 - c. Present to the City for their approval and make revisions based on City comments
 - d. Present to Ramsey County for staff approval and make revisions based on Ramsey County comments
 - e. Submit final layout to the City and to Ramsey County.
- B. Design Memorandum
 - a. Prepare a Design Memorandum to document decision-making process relative to trail design parameters.
- C. Cost Estimate
 - a. Develop a preliminary construction cost estimate that corresponds with the geometric layout.

Deliverables: Geometric Layout, Design Memorandum, Cost Estimate

Task 5: Utility Coordination

- A. Utility Identification – Bolton & Menk will identify the location and potential impacts of known existing public and private utilities within the project area. This information will be included in the Existing Topography and Utilities Plan noted in Task 2A.

- B. Utility Impacts and Relocation – Bolton & Menk will send final design plans to utility owners for relocation planning and coordination at the 50% and 95% plan levels. Further correspondence and coordination with utility owners may be necessary to understand and resolve potential issues.
- C. Utility Coordination Meetings – Bolton & Menk will prepare for and facilitate utility coordination meetings with public and private utility owners. Our scope accommodates up to two meetings. Our scope also includes an initial meeting with Excel to discuss the poles at the onset of the project.

Deliverables: Utility Coordination and Meeting Facilitation

Task 6: Geotechnical

We have included Braun Intertec on our project team. We have attached their scope of work and fee to this proposal.

- A. Geotechnical Engineering Coordination - Bolton & Menk will have regular communications with Braun Intertec to ensure the proper areas (trail, rain garden, and retaining wall area) are tested and that the results are integrated into the project design.

Deliverables: Coordination with Braun Intertec

Task 7: Property Acquisition

We have included Henning Professional Services to facilitate all property acquisition for this project ensuring the federal process is followed. We have attached their scope of work and fee to this proposal.

- A. Property Acquisition Coordination – Bolton & Menk will have regular communications with Henning Professional Services to ensure the project remains on schedule, discuss impacts and property needs, discuss potential obstacles, develop solutions, and integrate outcomes into the project design.
- B. Parcel Sketches - Prepare parcel sketches and proposed easement descriptions (up to 26 parcels)
- C. View Stakes - Stake proposed easements in the field for viewing purposes

Deliverables: Coordination with Henning Professional Services, Parcel Sketches, View Stakes

Task 8: Final Design and Plan Preparation

Our team will complete the detailed design of the proposed improvements consistent with the latest MnDOT design requirements, Americans with Disabilities Act (ADA) requirements, and Public Rights of Way Accessibility Guidance (PROWAG) guidelines, and in accordance with all Federal and State laws, rules, and regulations.

- A. Plan Sheets - Our team of engineers and technicians are committed to providing prepared to ensure proper ADA curb ramp design, sidewalk grades, and surface drainage. Comprehensive, detailed construction plans that are legible and constructible will be produced. Construction plan details will comply with the Delegated Contract Process (DCP) by preparing plans consistent with MnDOT Federal Aid checklists and State Aid requirements. This task includes preparation of applicable plan sections such as:

- Title Sheet
- General Layout
- Statement of Estimated Quantities
- Tabulations
- Typical Sections / Construction Details
- Existing Conditions and Utilities Plans
- Right of Way Plans
- Removal Plans

- Construction & Grading Plans
 - Signal Plans
 - Turf Establishment and Erosion Control Plans
 - Signing and Striping Plans
 - Sanitary, Water, and Drainage Plans (if adjustments are needed)
- B. Project Specifications – Bolton & Menk will prepare special provisions to submit with the final construction plan.
- C. Engineer’s Estimate – Bolton & Menk will prepare an engineer’s cost estimate with breakdowns provided for the various funding sources and participating/non-participating items where necessary.
- D. Documents for DCP - Bolton & Menk will prepare and submit various forms as required in the Delegated Contract Process (DCP) checklist for local agency federal-aid projects. This task includes preparation of:
- Right of Way Certificate (certifies that existing right of way is sufficient to construct the project)
 - Utility Relocation Certificate (certifies that utility companies have been notified of relocations and schedule for completion of relocations)
 - Request for Lab Services Form (request for MnDOT testing and lab services, if any)
 - Federal Aid Plan Checklist (verifies necessary plan content and requirements are met)
- E. Submittals - Bolton & Menk will submit final design plans and other documents for review at the following stages of completion:
- 50% Plan Review – submittal to include final design plans and a format/index for the special provisions.
 - 95% Plan Review – submittal to include final design plans, specifications, and engineer’s estimate. We will incorporate the City comments from the 50% plan review.
 - Final Plan Approval – submittal of final design plans, specifications, and engineer’s estimate for approval and signatures. Any final City comments will be addressed in this submittal.
- F. Permits - Bolton & Menk will prepare and coordinate all necessary permits for the project.
- G. Bidding Documents - Bolton & Menk will prepare and assemble bidding documents which will include project specifications, instructions to bidders, bid proposal form, labor/wage requirements, and MnDOT attachments.

Deliverables: 50%, 95%, and final plans, engineer’s estimate (95% and final), special provisions (95% and final). Complete final construction plans on 11” x 17” signed by licensed Bolton & Menk engineer and all approving agencies.

Task 9: Bidding Services

Our team will lead contract bidding and award activities in accordance with Federal Aid, State Aid, and DCP requirements.

- A. Advertisement for Bid - Bolton & Menk will prepare and publish the advertisement for bid.
- B. Distribute Bidding Documents - Bolton & Menk will distribute bid documents.
- C. Responses to Questions - Bolton & Menk will provide responses to contractor questions.
- D. Issue Addenda - Bolton & Menk will issue addenda as required.
- E. Bid Opening and Tabulation - Bolton & Menk will attend the bid opening and assist the City in preparing bid tabulation and verification.

Deliverables: Advertisement for bid, distribution of bid documents, responses to contractor questions, and issue addenda.

**WORK ORDER NO. 12
COUNTY ROAD B TRAIL
DESIGN AND PROPERTY ACQUISITION
CITY PROJECT NO. 14-02**

**CITY OF MAPLEWOOD
and
BOLTON & MENK, INC.**

Work Order No. 12, made this _____ day of _____, 2014, by and between the CITY OF MAPLEWOOD, 1830 East County Road B, Maplewood, Minnesota 55109 (“CLIENT”) and BOLTON & MENK, INC., 2035 County Road D East, Suite B, Maplewood, Minnesota 55109 (“CONSULTANT”) is an addendum to the original Master Agreement between the City and Bolton & Menk, Inc. dated May 21, 2012 (“Master Agreement”). All provisions of the Master Agreement shall apply to this Work Order except and unless specifically modified herein.

SECTION I – SCOPE OF WORK

CLIENT was awarded a Safe Routes to School (SRTS) infrastructure grant for federal funding toward construction of a trail along the County Road B corridor from Birmingham Street to Van Dyke Street. As authorized by Work Order #10, CONSULTANT performed preliminary engineering for the project in advance of project authorization to assist CLIENT in readying the federal project for design. This Work Order #12 funds the survey, design, and right-of-way acquisition to ready the project for construction. The CONSULTANT agrees to perform engineering services for the County Road B Trail Improvements project as requested by the CLIENT. The services are detailed on the attached scope document dated June 13, 2014. These services include the following Tasks:

- Task 1: Project Management / Meetings
- Task 2: Data Collection
- Task 3: Environmental Documentation
- Task 4: Preliminary Design
- Task 5: Utility Coordination
- Task 6: Geotechnical
- Task 7: Property Acquisition
- Task 8: Final Design
- Task 9: Bidding Services

SECTION II - SCHEDULE

It is anticipated Work by the CONSULTANT will begin in July 2014 and be substantially completed in June 2015.

SECTION III - COMPENSATION FOR SERVICES

Compensation for these engineering services shall be on an hourly basis in accordance with the 2014 Schedule of Fees, or such Schedule as may be subsequently revised and accepted, in writing, by CLIENT in accordance with Section III.A.2 of Master Agreement.

Estimated budget for the Work shall be as shown on the fee table attached to this document. Estimated total cost for the Work is **\$210,157.**

SECTION IV - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Work Order may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Maplewood

CONSULTANT: Bolton & Menk, Inc.

Melinda Coleman

Mark D. Kasma, P.E.

Acting City Manager

Maplewood Office Manager

CLIENT: City of Maplewood

Michael Thompson, P.E.

Director of Public Works / City Engineer

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Mychal Fowlds, IT Director
DATE: July 8, 2014
SUBJECT: **Approval to Donate Lockers to Harmony School**

Introduction

A portion of the Police Department Expansion Project was the construction of new locker rooms for our officers. Harmony School, an ISD 622 school, has expressed interest in repurposing any usable lockers we may have. Rather than simply recycling them staff would prefer to donate them.

Background

The new locker rooms have now been constructed and are being used by our officers. This means that demolition can now begin on the interior portion of the Police Department. This interior portion includes the old locker room. The space that the locker room currently occupies will be a large conference room after construction and therefore all of the lockers need to be removed. While staff has a need for repurposing 3-4 lockers the majority of them were slated to be recycled as we have no need for them and they no longer fulfill the needs of our officers, hence the new lockers.

Staff was made aware that Harmony School may have an interest in some of the old lockers. Staff contacted Harmony School and they were very excited about the prospect of possibility repurposing the lockers. According to State Statute 16C.23 the City Council is authorized to "transfer it to a governmental unit of nonprofit organization in Minnesota" to dispose of surplus property/equipment. Harmony School would facilitate the pickup of the older lockers so there would be very little staff time spent to facilitate the donation.

As our Green Team has presented, recycling is great but repurposing is even better. Staff feels that this donation not only assists a local public entity but does so with a positive environmental impact.

Budget Impact

None.

Recommendation

Staff recommends that the Council give approval to donate any usable lockers to Harmony School.

Attachments

1. Resolution Approval of Donation

**RESOLUTION
APPROVAL OF DONATION**

WHEREAS the City of Maplewood and the Police Department, during the remodeling of the Police Department have lockers that are no longer needed and,

WHEREAS the City of Maplewood has received interest from Harmony School, an ISD 622 school, in repurposing the lockers.

NOW, THEREFORE, BE IT RESOLVED that the Maplewood City Council authorizes the City of Maplewood, Police Department to donate said lockers to Harmony School.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager and City Council
FROM: H. Alan Kantrud, City Attorney
DATE: July 8, 2014
RE: Purchase Agreement for 1177 Century Property

Introduction

As part of the City's decision to construct the new Fire Station on the 3M campus it was determined that the City's Fire Station at 1177 Century Avenue would be considered, "excess" property and thus eligible for sale.

The City was approached by a small company, LCS Lawncare, looking to expand their business and expressed interest in the Station. The City was presented with an offer that was discussed in closed session with Council on the 24th of June 2014. Council provided Staff with direction and expectations to guide the future negotiations.

Discussion

Staff met with LCS in late June and within a short time an agreement was arrived at whereby the City is able to sell the 1177 Century Avenue property as-is, where-is to LCS for \$927,000.00 with a broker's commission to be paid to Crossroads Properties of \$27,000.00--- paid out of the proceeds of the sale and thus the City will "net" +/- \$900,000.00.

If the Purchase Agreement proposed (attached as Attachment 1 hereto) is approved by Council, the parties anticipate that the closing will be on or before November 1, 2014.

Budgetary Impact

All proceeds from the sale of this Station will be used to finance improvements at existing fire stations.

Recommendation

Authorize the Mayor and Manager to execute the Purchase Agreement in current form or a form that maintains the material intent and monetary return to/for the City.

Attachments

1. Proposed Purchase Agreement

PURCHASE AGREEMENT

This Agreement is made between The City of Maplewood, a municipal corporation, ("Seller"), and L.C.S. Lawn Service, LLC, its Successors or Assigns ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller shall sell to Buyer, and Buyer shall buy from Seller, the following property:

- (a) Real Property. The real property located in Ramsey County at 1177 Century Avenue, State of Minnesota and described in the attached Exhibit "A", ("the Land") together with (i) all buildings and improvements constructed or located on the Land ("the Building") and (ii) all easements and rights benefiting or appurtenant to the Land (collectively the "Real Property"), AS-IS, WHERE-IS, WITH ALL FAULTS.
- (b) Personal Property. All of the personal property, AS-IS, WHERE-IS, WITH ALL FAULTS, situated in or about the Real Property owned by Seller on the closing date, and used in the maintenance or operation of the Building, including without limitation, all existing Furniture, Fixtures and Equipment (the "Personal Property").

2. Purchase Price and Manner of Payment. The total purchase price (the "Purchase Price") is Nine Hundred and Twenty Seven Thousand and no/100's (\$927,000.00). Buyer shall pay the Purchase Price to Seller as follows:

2.1 Earnest Money. Within five (5) days after this Purchase Agreement is accepted and signed by both Buyer and Seller, the Buyer shall tender the total sum of Ten Thousand and no/100's (\$10,000.00) as earnest money ("Earnest Money") which shall be held by the Title Company. The Earnest Money shall be held in trust and be applied to the Purchase Price at the closing of the purchase and sale contemplated by this Agreement (the "Closing"), should Closing occur. Should Closing not occur, Seller would be entitled to retain the Earnest Money, except as provided for in Section 2.3, 3. and 3.3. Within five (5) days of the execution of this Purchase Agreement by both parties, Buyer shall open escrow, deposit the Earnest Money with the Title Company, and provide the Seller with a receipt.

- 2.2 Closing Payment. The balance of the Purchase Price equal to the difference between the Purchase Price and the Earnest Money (the "Closing Payment") shall be paid by Buyer in cash or by wire transfer of U.S. funds to be received by the Title Company on or before 2:00 p.m. on the Closing Date (defined below). The Closing Payment shall be increased or decreased by the net of the closing adjustments and pro-rations as set forth in this Agreement.
- 2.3 Evidence of Available Funds. On or before seventy five (75) days after the execution of this Purchase Agreement, Buyer shall furnish Seller with documentary evidence which must establish that the Buyer owns and/or controls sufficient funds (U.S. Dollars) to consummate the purchase contemplated herein. If Seller cannot provide such assurances either Party may cancel this Agreement or both Parties must mutually agree to extend the financing assurance and closing times. If Buyer elects to terminate this agreement due to its failure/inability to obtain financing within seventy five (75) days of the execution of this Purchase Agreement or within any time period further extended to it, the Seller shall not be entitled to the Earnest Money.
3. Inspection / Feasibility Period. Seller hereby grants Buyer Seventy Five (75) days from the date of the execution of this Purchase Agreement by both parties to determine whether it wishes to close on the sale of the Property as described below (the "Inspection Period"). Seller acknowledges that Buyer needs a Conditional Use Permit (CUP) to fully utilize the site upon purchase and purchase is contingent on the approval of said Permit. Buyer shall submit CUP paperwork on or before the fifteenth of July, 2014 and Seller shall authorize or decline the CUP within the seventy five day period contemplated in this section.
- 3.1 Access to Real Property. Seller shall allow Buyer, and Buyer's agents, access to the Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing the same. Buyer shall pay all costs and expenses of such investigation and testing and shall hold Seller and the Property harmless from all costs and liabilities relating to the Buyer's activities. Buyer shall not damage, encumber, permit a lien or claim to result from its activities or alter the Property in any way. Buyer shall further repair and restore any damage to the Property caused by or occurring during Buyer's testing (including, but not limited to, the proper filling of any holes drilled) and return the Property to substantially the same condition as existed prior to such entry. In making any inspection hereunder, Buyer will treat, and will cause any representative of Buyer to treat, all information obtained by Buyer pursuant to the terms of this Agreement as strictly confidential.

- 3.2 Title Policy and Survey. Within five (5) days after this Agreement has been executed by Buyer, Seller will order and pay for a basic Commitment to Issue a basic Title Policy (the "Title Commitment") or equivalent issued by the Title Company. Buyer will be responsible for obtaining delivery of the Title Commitment and any supporting documentation in order to evaluate the status of title to the Property before the end of the Inspection Period. Buyer may order and pay for a Survey, if Buyer so desires.
- 3.3 Notification of Termination. Unless Buyer notifies Seller in writing delivered before the end of the Inspection Period that it has elected to terminate this Agreement without purchasing the Property, then upon the expiration of the Inspection Period Buyer will be obligated to purchase the Property under the terms of this Purchase Agreement. Upon such notification, before the end of the Inspection Period, and subsequent termination of this Agreement, the Earnest Money shall be released to Buyer and upon such return, neither party will have any further rights or obligations regarding this Agreement or the Property.
4. Closing. The Closing shall occur on or before November 1, 2014 (the "Closing Date"). The Closing shall take place at the Title Company. Seller agrees to deliver possession of the Property to Buyer on the Closing Date. At either party's option the Closing may be conducted by mail with appropriate written escrow instructions to the title company serving as closing agent. IN THE EVENT THIS TRANSACTION DOES NOT CLOSE BY THE SCHEDULED CLOSING DATE, AS DESCRIBED ABOVE, THROUGH NO FAULT OF THE SELLER, BUYER AGREES TO PAY \$75.00 PER DAY TOWARDS THE SELLER'S CARRYING COSTS. THE TOTAL OF SAID SUM SHALL BE CREDITED TO THE SELLER ON THE ACTUAL CLOSING DATE. IF THE CLOSING IS DELAYED BEYOND FIFTEEN (15) CALENDAR DAYS FROM THE SCHEDULED CLOSING DATE, THEN AT SELLER'S OPTION, THIS AGREEMENT MAY BE CONSIDERED NULL AND VOID.
- 4.1 Possession Date. It is expected that the possession date for Buyer shall be within twenty four (24) hours of closing. The Parties hereby acknowledge, however, that Seller may not be able to take full-possession of its new facility by the date of closing above and Buyer hereby agrees to a lease-back of any and all such areas of the premises as required by the Seller at a commercially reasonable rate to be agreed-upon at that time. Seller acknowledges that it will provide Buyers reasonable access to any and all areas Buyers wish to perform renovations to once the due-diligence period has passed and closing confirmed.

- 4.2 Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, the "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer and Seller:
- (a) Deed. A Limited or Special Warranty Deed conveying the Real Property to Buyer.
 - (b) Seller's Affidavit. An Affidavit of Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller that would involve the Real Property; that there has been no skill, labor or material furnished to the Real Property for which payment has not been made; and that to the best of Seller's knowledge, there are no other unrecorded interests in the Real Property.
 - (c) Other Documents. All other documents reasonably necessary to transfer the Real and Personal Property to Buyer.
- 4.3 Buyer's Closing Documents. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, the "Buyer's Closing Documents"):
- (a) Purchase Price. The balance of the Purchase Price by wire transfer of U.S. funds.
 - (b) Closing Certificate. The Closing Certificate and Closing Statement with any additional documents and instruments as in the opinion of Buyer's counsel and Seller's counsel are necessary to the proper consummation of this transaction.
- 4.4 Disclaimer of Representations and Warranties; Indemnity
- (a). Buyer acknowledges that the Real Property and Personal Property shall be conveyed subject to any and all matters affecting the Real and Personal Property, whether of record or otherwise, and Buyer acknowledges that all such matters shall be Permitted Exceptions (herein so called) to the deed to be delivered by Seller at Closing.

- (b) BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES, DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE TO BE SET FORTH IN THE DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE REAL AND PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF ANY PORTION, COMPONENT OR ASPECT OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL REQUIREMENTS, PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS OR ORDERS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. BUYER ACKNOWLEDGES AND AGREES HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, AND EXCEPT AS OTHERWISE SET FORTH HEREIN, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND ACCEPTS THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED

WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS WHERE IS" BASIS WITH ALL FAULTS. The foregoing disclaimers, appropriately modified, shall appear in substantially the same form in the Deed.

- (c) BUYER, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS SELLER, AND SELLER'S OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, ATTORNEYS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, LOSSES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES, COURT COSTS, CONSULTANT FEES, EXPERT FEES, AND OTHER LITIGATION RELATED EXPENSES) (COLLECTIVELY, "CLAIMS") ARISING OUT OF THE PERMITTED EXCEPTIONS. BUYER FURTHER RELEASES SELLER FROM RESPONSIBILITY FOR ALL CLAIMS OF BUYER OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS THAT ARE PROXIMATELY CAUSED BY THE USE OR OCCUPATION OF THE LANDS HEREIN DESCRIBED BY GRANTEE OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS.

- (d) The provisions in Section 4.3 (a), (b), and (c), hereof shall survive the Closing. Buyer shall execute a certificate at Closing in substantially the same form as Section 4.3 3(a), (b), and (c) (the "Closing Certificate").
5. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:
- 5.1 Title Insurance and Closing Fee. Seller will pay all costs for a basic title commitment. Buyer shall bear all costs of any further title work, including, but not limited to the Policy and endorsements. Nothing in this Agreement shall require Seller to incur any liability to the Title Company in connection with the deletion of any exceptions. Seller and Buyer will split equally any closing fees or charges imposed by any closing agent or company.
- 5.2 Real Estate Taxes and Special Assessments. Real estate taxes payable in the year in which the Closing occurs shall be pro-rated based upon a calendar year based upon the Closing Date. All installments of special assessments due and payable as of Closing shall be paid in full by Seller at Closing. Real estate taxes and/or special assessments installments due after Closing or in any following year shall be the responsibility of the Buyer.
- 5.3 Recording Costs. Seller will pay the cost of recording the Limited Warranty Deed. Buyer will pay the cost of recording all other documents.
- 5.4 Other Costs. All other operating costs of the Property shall be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs payable before the Closing Date, and Buyer pays that part of such operating costs payable from and after the Closing Date.
- 5.5 Personal Property Sales Tax. Buyer agrees to pay for the sales tax on the personal property, if any.
6. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:
- 6.1 Corporation; Authority. Seller is duly organized and qualified to transact business in the State of Minnesota; Seller has the requisite corporate power and authority to enter into and perform this Agreement and those Closing Documents signed by it; such documents have been duly authorized by all necessary corporate action on the part of the Seller and have been duly executed and delivered.

- 6.2 Conveyance As Is and Without Warranties. This Agreement is made without representation or warranty of any kind by Seller except as stated in Section 6.1 above and that of title as contained in the deed Seller shall deliver at Closing. Neither Seller nor any agent or person acting on behalf of Seller has made any representation or warranty concerning any environmental or physical aspect of the Property, or any other matter pertaining to the Property and the Buyer is relying solely upon its own inspection, investigation and review. The Property and any right, interest or title Seller may or may not have therein is being sold AS-IS, WHERE IS, and without any warranty or representation of any kind with respect to right, title, interest, marketability, fitness, merchantability or any other matter, either express or implied. BUYER DOES HEREBY WAIVE, AND SELLER DOES HEREBY DISCLAIM, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY, including by way of description but not limitation, those of CONDITION, MERCHANTABILITY, TENANTABILITY, HABITABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE, and Buyer releases Seller from any claim, cause of action or other assertion of right with regard thereto. The terms of this paragraph shall survive the Closing and delivery of the deed.
- 6.3 Environmental Issues. It is expressly understood and agreed that Buyer shall, during the Inspection Period, conduct its own independent and complete studies regarding all aspects of the Property for purposes of determining whether Buyer wishes to proceed beyond the Inspection Period and be bound as provided in this Agreement. Any information supplied by Seller shall not constitute any representation or warranty regarding the Property. Buyer shall release, indemnify and hold harmless The City of Maplewood, as Seller, their officers, agents, insurers, heirs, personal representatives, successors and assigns, of and from, any and all manner of action or actions, suits, claims, damages, judgments, or penalties, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, against The City of Maplewood, as Seller, their officers, agents, insurers, heirs, personal representatives, successors and assigns for, upon or by reason of any death or bodily injury to any person, destruction or damage to any property, contamination or adverse effect on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage was caused by the environmental conditions of the Property or the treatment or remediation of the environmental conditions of the Property.

- 6.4 Buyer's Acknowledgment. Buyer acknowledges that it has been or will be given a reasonable opportunity to fully and independently inspect the Property prior to the Closing. Buyer acknowledges that it will rely solely on its own inspection in determining the physical condition and other matters pertaining to the Property and whether or not Buyer wishes to purchase the Property.
7. Broker's Commission. If a Closing occurs, Seller will be responsible for brokerage commission to Crossroads Properties in an amount not to exceed Twenty Seven Thousand Dollars (\$27,000.00) to be paid out of Seller's proceeds at closing. Seller and Buyer represent to each other that they have dealt with no other brokers, finders or the like in connection with this transaction, and agree to indemnify and hold each other harmless from all claims, damages, costs or expenses of or from any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including attorneys' fees.
8. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Mark Young
Crossroads Properties
7300 Hudson Blvd. Ste. 210
Oakdale, MN 55128

With Copy to:

If to Buyer: Melinda Coleman
City of Maplewood
1830 County Road B East
Maplewood, MN 55109

Any party may change its address for the service of notice of such change ten (10) days prior to the effective date of such change.

9. Assignment. Buyer shall have the right to assign its interest in this Agreement with proper notice to Seller upon assignment.

10. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. This Agreement may not be amended or modified orally, but only by a written agreement executed by the Buyer and the Seller and designated as an amendment or modification of this Agreement. No waiver of any of the terms of this Agreement will be effective unless in writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement will be governed as to validity, interpretation, effect, enforcement, and in all other respects in accordance with the internal (without resort to principles of conflict of laws) substantive and procedural laws of the State of Minnesota, except to the extent that the laws of the United States may prevail.
11. Remedies. If Seller defaults in any obligations under this Agreement, Buyer may terminate this Agreement and recover its Earnest Money from Seller as its sole remedy. If Buyer defaults in any of its obligations in this Agreement, Seller may terminate this Agreement and retain the Earnest Money as its sole remedy.
- Notwithstanding the remedies set forth above, in the event after Closing a party (the “defaulting Party”) breaches an obligation hereunder which is expressly stated herein to survive the Closing, the Defaulting Party shall be liable to the other party (the “Non-Defaulting Party”) for the damages incurred by the Non-Defaulting Party as a result of such breach.
12. Expiration. The execution of this Agreement by Buyer and the delivery hereof to Seller shall constitute an offer which shall be automatically revoked, withdrawn and terminated unless Seller accepts same by executing this Agreement prior to 4:00 p.m., Central Daylight Time, on the fifteenth of July, 2014.
13. In the event it becomes necessary for either party hereto to file a suit to enforce this Agreement or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs, including appellate costs, incurred in such suit; provided, however, if Buyer does not prevail in a suit for specific performance despite a finding by the court in such action that Seller was in default under this Agreement, then Buyer will nonetheless be deemed to be the prevailing party for purposes of this provision.

14. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Multiple originals of this Agreement may have been executed by the parties hereto. Each such executed original shall have the full force and effect of an original executed instrument. Signature pages from the multiple originals may be assembled to form one document. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one and the same agreement.
15. In computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Minnesota, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 o'clock p.m. (Central Time).
16. Each party hereto acknowledges that it has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement has been jointly drafted and shall be construed as having been jointly drafted by each party hereto. Accordingly, the normal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
17. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller and Buyer, both Seller and Buyer hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing, such further acts, deeds and assurances as the other party hereto may reasonably require to (a) evidence and vest in Buyer the ownership of, and title to, all of the Property in accordance with the terms hereof and (b) consummate the transactions contemplated hereunder.
18. This agreement is performable in Ramsey County, State of Minnesota, and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Minnesota.

This Agreement is executed by Seller and Buyer on the dates set forth below their respective signatures.

SELLER:

By: Nora Slawik, Mayor

Date: _____

By: Melinda Coleman, Manager

Date: _____

BUYER:

L.C.S. Lawn Service, LLC

Date: _____

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EXHIBIT A

PREMISES/LEGAL DESCRIPTION

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Karen Guilfoile, Citizen Services Director
Regan Beggs, Business License Specialist

DATE: June 24, 2014

SUBJECT: Approval of First Reading Amending the Ordinance Regulating Tattoo Establishments

Introduction:

The City of Maplewood began regulating tattoo establishments in 2003 and currently licenses two (2) establishments. The duties and responsibilities of regulating these establishments are shared collaboratively with the City Clerk and the Environmental & Economic Development Departments. While the City Clerk's office has always been the receiver and keeper of the applications, we work closely with the Environmental & Economic Development Department in the application and renewal process, and the handling of any issues that arise with license holders.

Background

At this time, Chapter 14, Article XVII of the city's code of ordinances provides regulation of health and safety standards for establishments which conduct only tattoo procedures; the ordinance does not cover the broader industry of *body art*, which includes tattooing, body piercing, scarification and body modification such as tongue bifurcation (herein after referred to collectively as "body art").

MN State Statute 146B, effective January 2011, allows cities to regulate body art establishments if local ordinances are as restrictive, or more restrictive than state requirements; however, under this statute, the City can no longer regulate only tattoo establishments as it has in the past, but instead must regulate all body art establishments if it chooses to maintain the jurisdiction given by the State. Such establishments will be exempt from State licensure; although, the State will maintain its authority to license the individual technicians of each establishment.

In addition to Statute 146B, staff has reviewed the current ordinance to provide changes to the city code and extend the city's regulation beyond tattoo establishments, and to include body art establishments, as well. If the city moves forward with licensing body art establishments as a whole, one (1) additional, existing establishment will require licensure.

Discussion

Following are the highlights of the recommended ordinance amendments proposed by staff. The recommended changes below bring the ordinance to be as restrictive as MN Statute 146B:

- All verbiage relating to tattoos, tattooing procedures and tattoo establishments has been changed to reflect body art, body art procedures and body art establishments, when appropriate.
- The provisions of MN State Statute 146B are adopted by reference and are made a part of the article as if set out in full. All future amendments of the statute are adopted by reference as if they had been in existence at the time the article was adopted.

- Definitions are added, as they relate to body art establishments and procedures not addressed in current ordinance.
- Body art establishments require an inspection by the environmental health officer, or other successor designated or authorized by the city council, before issuance of a license, and thereafter as frequently as deemed necessary to ensure that the standards required under the article are met.
- The environmental health officer has the authority to enter a licensed premise to conduct an inspection; refusal to permit an inspection constitutes valid grounds for license denial or revocation.
- Verbiage allowing tattoos on minors in the presence of, and with written consent from, parent or legal guardian has been removed.
- Verbiage has been added to prohibit tattooing, nipple or genital piercing, branding, scarification, suspension, subdermal implantation, microdermal, or tongue bifurcation on any individual under the age of 18, regardless of parental or guardian consent.
- Each licensed body art establishment must provide detailed information for each technician employed or performing body art procedures in the establishment, including but not limited to providing proof of individual licensure through the State.
- Immediate temporary suspension may occur with the approval of the city manager for the violation of any section of the article if such violation constitutes an imminent public health hazard. The temporary suspension will be terminated upon inspection and verification by the environmental health officer that all violations have been corrected.
- Temporary body art events must provide detailed information for each technician employed or performing procedures at the event, including but not limited to providing proof of individual licensure through the State.

In addition, staff proposes the following additions to the ordinance, which are more restrictive than the state statute:

- Prohibition of any person in the act of branding, implantation, suspension, or scarification of another person.

Recommendation

Staff recommends Council approve the first reading of the proposed amendments to Chapter 14, Article XVII to become as restrictive as or more restrictive than State Statute, and to include the regulation of body art establishments.

Attachments

1. Amended Tattoo Establishment Ordinance

ARTICLE XVII. BODY ART ~~TATTOO~~ ESTABLISHMENTS

Sec. 14-1330.50. Adoption of state law by reference

The provisions of Minn. Stats. Ch. 146B are hereby adopted by reference and are made a part of this article as if set out in full. It is the intention of the council that all future amendments of Minn. Stats. Ch. 146B are hereby adopted by reference or referenced as if they had been in existence at the time this article was adopted. Minn. Stats. Ch. 146B is hereby modified by deleting the term "commissioner" and substituting the term "environmental health official" in place thereof, or other successor designated or authorized by the city council.

Sec. 14-1330.55 City may be more restrictive than state law

The council is authorized by the provisions of Minn. Stats. Ch. 146B, as it may be amended from time to time, to impose, and has imposed in this article, additional restrictions on body art establishments within its limits beyond those contained in Minn. Stats. Ch. 146B, as it may be amended from time to time.

Sec. 14-1331. Purpose.

The purpose of this article is to regulate the business of body art tattooing in order to protect the health and welfare of the general public. The city council finds that the experience of other cities indicates that there is a connection between body art tattooing and hepatitis and other health problems. The city council finds that stringent regulations governing body art tattooing can minimize the hepatitis and disease risk and therefore protect the general health and welfare of the community.

Sec. 14-1332. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aftercare means written instructions given to a client, specific to the procedure rendered, on caring for the body art and surrounding area. These instructions must include information on when to seek medical treatment.

Body art or body art procedures means physical body adornment using, but not limited to, tattooing and body piercing. Body art does not include practices and procedures that are performed by a licensed medical or dental professional if the procedure is within the professional's scope of practice.

Body art establishment or Establishment means any structure or venue, whether permanent, temporary, or mobile, where body art is performed. Mobile establishments include vehicle-mounted units, either motorized or trailered, and readily moveable without disassembling and where body art procedures are regularly performed in more than one geographic location.

Body piercing means the penetration or puncturing of the skin by any method for the purpose of inserting jewelry or other objects in or through the body. Body piercing also includes branding, scarification, suspension, subdermal implantation, microdermal, and tongue bifurcation. Body piercing does not include the piercing of the outer perimeter or the lobe of the ear using a presterilized single-use stud-and-clasp ear-piercing system.

Branding. "Branding" means an indelible mark burned into the skin using instruments of thermal cautery, radio hyfrecation, and strike branding.

Clean means the absence of dirt, grease, rubbish, garbage, and other offensive, unsightly, or extraneous matter.

Guest artist means an individual who performs body art procedures according to the requirements under Minn. Stats. Ch.146B.04.

Good repair means free of corrosion, breaks, cracks, chips, pitting, excessive wear and tear, leaks, obstructions, and similar defects so as to constitute a good and sound condition.

Issuing authority means the city clerk.

Microdermal. "Microdermal" means a single-point perforation of any body part other than an earlobe for the purpose of inserting an anchor with a step either protruding from or flush with the skin.

Micropigmentation or cosmetic tattooing means the use of tattoos for permanent makeup or to hide or neutralize skin discolorations.

Scarification means an indelible mark fixed on the body by the production of scars.

Subdermal implantation means the implantation of an object entirely below the dermis.

Suspension means the suspension of the body from affixed hooks placed through temporary piercings.

Tattooing means any method of placing indelible ink or other pigments into or under the skin or mucosa with needles or any other instruments used to puncture the skin, resulting in permanent coloration of the skin or mucosa. Tattooing also includes micropigmentation and cosmetic tattooing.

Technician or Body art technician means any individual who is licensed under Minn. Stats. Ch. 146B as a tattoo technician or as a body piercing technician or as both.

Temporary body art event means any place or premise operating at a fixed location where an operator performs body art procedures for no more than 4 consecutive days in conjunction with a single event or celebration.

Tongue bifurcation means the cutting of the tongue from the tip to the base, forking at the end.

~~Tattooing means the marking of the skin of a person by insertion of permanent colors by introducing them through puncture of the skin.~~

Cross reference— Definitions generally, § 1-2.

Sec. 14-1333. License required; exception.

No person shall operate any establishment where ~~tattooing~~ body art is practiced nor engage in the practice of tattooing or body piercing without such establishment being licensed pursuant to this article. An establishment of a state-licensed physician who, within the scope of practice, engages in the practice of tattooing or body piercing or both shall be exempt from the license requirements.

Sec. 14-1334. License application.

Every application for a license under this article shall be made on a form supplied by the issuing authority and shall request the following information:

- (1) *Individual applicants*. If the applicant is a natural person:
 - a. The name, place and date of birth, street residence address, and phone number of the applicant.
 - b. Whether the applicant is a citizen of the United States, a resident alien, or is able to legally be employed in the United States.
 - c. Whether the applicant has ever used or has been known by a name other than the applicant's name and, if so, the name used and information concerning dates and places where used.
 - d. The name of the business if it is to be conducted under a designation, name, or style other than the name of the applicant and a certified copy of the certificate as required by Minn. Stats. § 333.01.

e. The street addresses at which the applicant has lived during the preceding five years.

f. The type, name and location of every business or occupation in which the applicant has been engaged during the preceding five years and the names and addresses of the applicant's employers and partners, if any, for the preceding five years.

g. Whether the applicant has ever been convicted of a felony, crime, or violation of any ordinance other than a petty misdemeanor. If so, the applicant shall furnish information as to the time, place and offense for which convictions were had.

(2) *Partnership applicants.* If the applicant is a partnership:

a. The names and addresses of all general and limited partners and all information concerning each general partner required in subsection (1) of this section.

b. The names of the managing partners and the interest of each partner in the [body art tattooing](#) establishment.

c. A true copy of the partnership agreement shall be submitted with the application. If the partnership is required to file a certificate as to a trade name pursuant to Minn. Stats. § 333.01, a certified copy of such certificate shall be attached to the application.

(3) *Corporations and other associations.* If the applicant is a corporation or other type of business association:

a. The name of the corporation or business formed, and if incorporated the state of incorporation.

b. A true copy of the certificate of incorporation. If the applicant is a foreign corporation, a certificate of authority as required by Minn. Stats. § 303.06 shall be attached to the application.

c. The name of the managers, proprietors, or other agents in charge of the business and all information concerning each manager, proprietor, or agent required in subsection (1) of this section.

(4) *All applicants.* For all applicants:

a. Whether the applicant holds a current [body art establishment tattooing](#) license from any other governmental unit.

b. Whether the applicant has previously been denied a [body art establishment tattooing](#) license from any other governmental unit.

c. The location of the business premises and the legal description thereof.

d. Whether all real estate and personal property taxes that are due and payable for the premises to be licensed have been paid, and if not paid the years and amounts that are unpaid.

e. [Establishment plan review is required for all new, remodeled, and altered establishments prior to commencement of construction. An establishment owner must submit an establishment plan to the issuing authority for approval of such plans and specifications. Plans and specifications shall be in sufficient detail so that an accurate and complete appraisal can be made as to compliance with all local building and zoning codes and Minn. Stats. Ch. 146B. Failure to submit a plan for approval may result in the closing down of operations until plans have been approved.](#)

~~Whenever the application is for premises either planned or under construction or undergoing substantial alterations, the application shall be accompanied by a set of preliminary plans showing the design of the proposed premises to be licensed. If the~~

~~plans of design are on file with the inspection section, no plans need be submitted to the issuing authority.~~

f. Verification of compliance with all applicable local and state codes.

g. A description of the general nature of the business; and

h.f. Such other information the city council or the issuing authority may require.

Sec. 14-1335. License fee.

Upon the filing of an application for the issuance of a license under this article, the applicant must pay to the city clerk, in full, the amount of the license fee therefore as imposed, set, established and fixed by the city council by resolution from time to time. The city clerk must give the applicant a receipt for the payment.

Sec. 14-1336. License application execution.

All applications for a license under this article shall be signed and sworn to. If the application is that of a natural person, it shall be signed and sworn to by such person; if that of a corporation, by an officer thereof; if that of a partnership, by one of the general partners; and if that of an unincorporated association, by the manager or managing officer thereof.

Sec. 14-1337. License application verification, ~~and consideration~~ and inspection.

(a) *Verification.* Applications for licenses under this article shall be submitted to the issuing authority. The issuing authority is empowered to conduct any and all investigations to verify the information on the application, including ordering a computerized criminal history inquiry and/or a driver's license history inquiry on the applicant.

(b) *Consideration.* Within a reasonable period of time after the completion of the license verification process by the issuing authority, the issuing authority shall accept or deny the license application in accordance with this article. If the application is denied, the issuing authority shall notify the applicant of the determination in writing. The notice shall be mailed by certified and regular mail to the applicant at the address provided in the application, and it shall inform the applicant of the applicant's right, within 20 days after receipt of the notice by the applicant, to request an appeal of the issuing authority's determination to the city council. If an appeal to the city council is timely received by the issuing authority, the hearing before the city council shall take place within a reasonable period of receipt of the appeal by the issuing authority.

(c) *Inspection.* Before issuance of a license, and thereafter as frequently as deemed necessary to ensure that the standards required under this article are met. The environmental health officer shall have the authority to enter a premise to conduct an inspection of the body art establishment and a review of any records deemed necessary. Refusal to permit an inspection constitutes valid grounds for licensure denial or revocation.

Sec. 14-1338. Persons ineligible for license.

(a) *Natural persons.* No license required under this article shall be issued to an applicant who is a natural person if such applicant:

- (1) Is not 18 years of age or older on the date the license application is submitted to the issuing authority;
- (2) Has been convicted of any crime directly related to the occupation licensed as prescribed by Minn. Stats. § 364.03, subd. 2, and has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of the licensed occupation as prescribed by Minn. Stats. § 364.03, subd. 3;
- (3) Is not a citizen of the United States, a resident alien, or does not have the legal authority to be employed in the United States;

- (4) Is not of good moral character or repute;
- (5) Knowingly falsifies or misrepresents information on the license application;
- (6) Owes taxes and assessments to the state, county, school district, or city that are due and delinquent; or
- (7) Is not the real party in interest in the business to be licensed.

(b) *Partnerships*. No license required under this article shall be issued to a partnership if such partnership has any general partner or managing partner:

- (1) Who is not 18 years of age or older on the date the license application is submitted to the issuing authority;
- (2) Who has been convicted of any crime directly related to the occupation licensed as prescribed by Minn. Stats. § 364.03, subd. 2, and who has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of the licensed occupation as prescribed by Minn. Stats. § 364.03, subd. 3;
- (3) Who is not a citizen of the United States, a resident alien, or does not have the legal authority to be employed in the United States;
- (4) Who is not of good moral character or repute;
- (5) Who knowingly falsifies or misrepresents information on the license application;
- (6) Who owes taxes and assessments to the state, county, school district, or city that are due and delinquent; or
- (7) Who is not the real party in interest in the business to be licensed.

(c) *Corporate or other organizations*. No license required under this article shall be issued to a corporation or other organization if such applicant has any manager, proprietor, or agent in charge of the business to be licensed:

- (1) Who is not 18 years of age or older on the date the license application is submitted to the issuing authority;
- (2) Who has been convicted of any crime directly related to the occupation licensed as prescribed by Minn. Stats. § 364.03, subd. 2, and who has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of the licensed occupation as prescribed by Minn. Stats. § 364.03, subd. 3;
- (3) Who is not a citizen of the United States, a resident alien, or does not have the legal authority to be employed in the United States;
- (4) Who is not of good moral character or repute;
- (5) Who knowingly falsifies or misrepresents information on the license application;
- (6) Who owes taxes and assessments to the state, county, school district, or city that are due and delinquent; or
- (7) Who is not the real party in interest in the business to be licensed.

Sec. 14-1339. Locations ineligible for a license.

The following locations shall be ineligible for a license under this article:

(1) *Taxes due on property.* No license shall be granted or renewed for operation on any property on which taxes, assessments, or other financial claims of the state, county, school district, or city are due, delinquent, or unpaid. If a suit has been commenced under Minn. Stats. §§ 278.01—278.13, questioning the amount of validity of taxes, the city council may on application waive strict compliance with this subsection. No waiver may be granted, however, for taxes or any portion thereof which remain unpaid for a period exceeding one year after becoming due.

(2) *Improper zoning.* No license shall be granted if the property is not properly zoned for [body art tattooing](#) establishments under [chapter 44](#) unless the business is a legal, nonconforming use.

(3) *Premises licensed for alcoholic beverages.* No license shall be granted or renewed if the premises is licensed for the furnishing of alcoholic beverages pursuant to [chapter 6](#) or is licensed as a sexually oriented business pursuant to this chapter.

[\(4\) Private Residence. A private home, a room used as living or sleeping quarters, or an area directly opening into a room used as living or sleeping quarters shall not be licensed as a body art establishment.](#)

Sec. 14-1340. License requirements.

(a) [No tattooing, nipple or genital piercing, branding, scarification, suspension, subdermal implantation, microdermal, or tongue bifurcation shall be performed by any technician on any individual under the age of eighteen \(18\) regardless of parental or guardian consent.](#) ~~Tattoos on minors. No person shall tattoo any person under the age of 18 except in the presence of and with the written permission of the parent or legal guardian of such minor.~~

(b) *Prohibition on license transfer.* The license granted under this article is for the person and the premises named on the approved license application. No transfer of a license shall be permitted from place to place or from person to person without first complying with the requirements of an original application, except when an existing noncorporate licensee is incorporated and incorporation does not affect the ownership, control, and interest of the existing licensed establishment.

(c) *Hours of operation.* A licensee under this article shall not be open for business for [body art procedures](#) ~~tattooing~~ before 7:00 a.m. nor after 11:00 p.m.

(d) *Licensed premises.* The [body art](#) ~~tattoo~~ establishment license is only effective for the compact and contiguous space specified in the approved license application. If the licensed premises is enlarged, altered, or extended, the licensee shall inform the issuing authority.

(e) *Effect of license suspension or revocation.* No person shall solicit business or offer to perform [body art](#) ~~tattooing~~ services while under license suspension or revocation by the city.

(f) *Maintenance of order.* The licensee shall be responsible for the conduct of the business being operated and shall at all times maintain conditions of order.

(g) *Employee lists.* [The following information for each technician employed or performing body art procedures in the establishment:](#)

[\(1\) name;](#)

[\(2\) home address;](#)

[\(3\) home telephone number;](#)

[\(4\) date of birth;](#)

[\(5\) copy of an identification photo; and](#)

[\(6\) copy of current license as required by MN Stats. Ch. 146B.03 or current guest artist license as required by MN Stats. Ch. 146B.04](#)

~~The licensee shall provide to the issuing authority a list of employees who perform tattooing at the licensed establishment and shall verify that each employee has received a copy of this article.~~

(h) *Liability insurance.* All licensees shall have at all times a valid certificate of insurance issued by an insurance company licensed to do business in the state indicating that the licensee is currently covered in the body art ~~tattoo~~ business by a liability insurance policy. The minimum limits of coverage for such insurance shall be as follows:

- (1) Each claim, at least \$200,000.00.
- (2) Each group of claims, at least \$500,000.00.

Such insurance shall be kept in force during the term of the license and shall provide for notification to the city prior to termination or cancellation. A certificate of insurance shall be filed with the city.

(i) License verification and issuance. The police department is empowered to conduct any and all investigations to verify the information on the application, including ordering a computerized criminal history inquiry and/or a driver's license history inquiry on the applicant. Within seven days of receipt of a complete application, the issuing authority shall grant or deny the application. An applicant who is denied a license by the issuing authority shall be granted a right to appeal to the city council.

Sec. 14-1341. Health and sanitation restrictions.

No person shall engage in the practice of body art ~~tattooing~~ at any place in the city without complying with the following:

- (1) *Lavatory requirement.* Every place where body art ~~tattooing~~ is practiced shall be equipped with an adequate and conveniently located toilet room and hand lavatory for the accommodation of employees and patrons. The hand lavatory shall be supplied with hot and cold running water under pressure, shall be maintained in good repair at all times, and shall be kept in a clean and sanitary condition. Toilet fixtures and seats shall be of a sanitary open-front design and readily cleanable. Easily cleanable, covered receptacles shall be provided for waste materials. Every lavatory facility shall be provided with an adequate supply of hand-cleansing compound and single-service sanitary towels or hand-drying devices.
- (2) *Skin infection.* No person having any skin infection or other diseases of the skin shall obtain body art ~~to be tattooed~~.
- (3) *Sterilization and disposal of biohazardous materials.* All needles and razor blades shall be individually prepackaged, presterilized and disposable. No such equipment shall be used on more than one customer. All biohazardous waste shall be disposed of in accordance with law, and disposal procedures shall be approved by the environmental health officer. Sterilizing solutions and methods may be used for the purpose of sterilizing instruments other than needles and razor blades when such sterilizing solutions and methods are approved by the environmental health officer.
- (4) *Skin preparation procedures.* The following procedures shall be used for skin preparation:
 - a. Each operator shall wash his hands thoroughly with soap and water and then dry them with a clean towel before and after each body art procedure ~~tattooing~~. Operators with skin infections of the hand shall not perform any body art ~~tattooing~~ services.
 - b. Whenever it is necessary to shave the skin, prepackaged, pre-sterilized, disposable, razor blades shall be used.
 - c. The skin area receiving a body art procedure ~~to be tattooed~~ shall be thoroughly cleaned with germicidal soap, rinsed thoroughly with water, and sterilized with an antiseptic solution approved by the environmental health officer. Only single-service towels and wipes shall be used in the skin cleaning process.

(5) *Operating furniture.* All tables, chairs, furniture, or areas on which a patron receives ~~a tattoo~~ body art shall be covered by single-service disposable paper or clean linens, or in the alternative the table, chair, or furniture on which the patron receives body art ~~a tattoo~~ shall be impervious to moisture and shall be properly sanitized after each body art procedure~~tattoo~~.

(6) *Towels.* Every operator shall provide single-service towels or wipes for each customer or person, and such towels or wipes shall be stored and disposed of in a manner acceptable to the environmental health officer.

(7) *Garments of operator.* Every operator shall wear clean, washable garments when engaged in the practice of body art tattooing. If garments are contaminated with blood or body fluids, such garments shall be removed and changed.

(8) *Pigments.* Pigments used in tattooing shall be sterile and free from bacteria and noxious agents and substances including mercury. The pigments used from stock solutions for each customer shall be placed in a single-service receptacle, and such receptacle and remaining solution shall be discarded after use on each customer in accordance with procedures approved by the environmental health officer.

(9) *Minimum floor space.* There shall not be less than 150 square feet of floor space at the place where the practice of tattooing body art is conducted, and such place shall be so lighted and ventilated as to comply with the standards approved by the environmental health officer.

(10) *Influence of alcohol and drugs.* No person shall practice body art tattooing while under the influence of alcoholic beverages or illicit drugs. No customer shall ~~be tattooed~~ receive a body art procedure while under the influence of alcoholic beverages or illicit drugs.

(11) *Aftercare.* A technician shall provide each client with verbal and written instructions for the care of the tattooed or pierced site upon the completion of the procedure. The written instructions must advise the client of the difference between normal skin or tissue irritation and infection and to consult a health care professional upon indication of infection of the skin or tissue. ~~Written instructions. The operator shall provide the person tattooed with printed instructions on the approved care of the tattoo during the healing process.~~

~~(12) *Living quarters.* No place licensed as a tattoo establishment shall be used or occupied as living or sleeping quarters.~~

Sec. 14-1342. Sanctions for license violations.

(a) *Suspension or revocation.* The city manager, at the recommendation of the issuing authority, may suspend or revoke a license issued pursuant to this article for a violation of the following:

(1) Fraud, misrepresentation, or false statement contained in a license application or a renewal application.

(2) Fraud, misrepresentation, or false statement made in the course of carrying on the licensed occupation or business.

(3) Any violation of this article or state law.

(4) A licensee's criminal conviction that is directly related to the occupation or business licensed as defined by Minn. Stats. § 364.03, subd. 2, provided that the licensee cannot show competent evidence of sufficient rehabilitation and present fitness to perform the duties of the licensed occupation or business as defined by Minn. Stats. § 364.03, subd. 3.

(5) Conducting the licensed business or occupation in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the community.

(b) *Notice and hearing.* A revocation or suspension by the city manager shall be preceded by written notice to the licensee and a hearing. The notice shall give at least eight days' notice of the time and place of the hearing and shall state the nature of the charges against the licensee. The notice shall be mailed by regular and certified mail to the licensee at the most recent address listed on the license application.

Sec. 14-1343. Temporary Suspension

The health authority, with the approval of the city manager, shall immediately suspend the license of any body art establishment for the violation of any section of this article if such violation constitutes an imminent public health hazard. Upon notification by the health authority of a temporary suspension of the license by posting of this report at the time of the inspection, the licensee shall forthwith cease operation. Upon notification in writing by the licensee to the health authority that all violations have been corrected, for which temporary suspension was invoked, the health authority shall re-inspect the body art establishment within a reasonable length of time. If all violations constituting the ground for the temporary suspension have been corrected, the health authority shall forthwith terminate the suspension.

Sec. 14-1344. Issuance of temporary body art ~~tattooing~~ event license.

(a) *Requirements.* The city council may issue a temporary body art ~~tattooing~~ event license, provided that the following license requirements are met:

- (1) *Duration of event.* The event is no longer than four continuous days.
- (2) *Number of events.* The same person or organization has had no more than four body art ~~tattooing~~ events in the same calendar year.
- (3) *Security measures.* The chief of police has approved the security measures for the event.
- (4) *Health inspection.* The environmental health officer has reviewed the health and sanitation measures for the event and has inspected each vendor space for the event.
- (5) *Liability insurance.* Liability insurance has been obtained to cover the event or in the alternative each vendor has procured insurance to cover the vendor's operations at the event. The minimum limits of coverage for such insurance shall be as follows:

- a. Each claim, at least \$200,000.00.
- b. Each group of claims, at least \$500,000.00.

A certificate of insurance shall be filed with the city clerk.

- (6) *Hours of operation.* No body art procedures ~~tattooing~~ can take place before 7:00 a.m. nor after 11:00 p.m.
- (7) *Maintenance of order.* The licensee shall be responsible for the conduct of persons during the event and shall at all times maintain conditions of order.
- (8) *Toilet rooms.* The event shall take place at a location equipped with adequate and conveniently located toilet rooms and hand lavatories for the accommodation of employees and patrons. The hand lavatory shall be supplied with hot and cold running water under pressure, shall be maintained in good repair at all times, and shall be kept in a clean and sanitary condition. Toilet fixtures and seats shall be of a sanitary open-front design and readily cleanable. Easily cleanable, covered receptacles shall be provided for waste materials. Every lavatory facility shall be provided with an adequate supply of hand-cleansing compound and single-service sanitary towels or hand-drying devices.

(9) *Skin infections.* No person having any skin infection or other disease of the skin shall receive a body art procedure ~~be tattooed~~ during the event.

(10) *Sterilization and disposal of biohazardous materials.* All needles and razor blades shall be individually prepackaged, presterilized and disposable. No such equipment shall be used on more than one customer. All biohazardous waste shall be disposed of in accordance with law, and disposal procedures shall be approved by the health officer. Sterilizing solutions may be used for the purpose of sterilizing instruments other than needles and razor blades when such sterilizing solutions are approved by the environmental health officer.

(11) *Skin preparation procedures.* The following procedures shall be used for skin preparation:

a. Each operator shall wash his hands thoroughly with soap and water and then dry them with a clean towel before and after each body art procedure ~~tattooing~~. Operators with skin infections of the hand shall not perform any body art procedures ~~tattooing services~~.

b. Whenever it is necessary to shave the skin, prepackaged, presterilized, disposable, razor blades shall be used.

c. The skin area receiving a body art procedure ~~to be tattooed~~ shall be thoroughly cleaned with germicidal soap, rinsed thoroughly with water, and sterilized with an antiseptic solution approved by the environmental health officer. Only single-service towels and wipes shall be used in the skin cleaning process.

(12) *Garments of operator.* Each operator at the event shall wear clean, washable garments when engaged in the practice of body art ~~tattooing~~. If garments are contaminated with blood or body fluids, such garments shall be removed and changed.

(13) *Pigments.* Pigments used in tattooing during the event shall be sterile and free from bacteria and noxious agents and substances including mercury. The pigments used from stock solutions for each customer shall be placed in a single-service receptacle, and such receptacle and remaining solution shall be discarded after use on each customer in accordance with procedures approved by the environmental health officer.

(14) *Influence of alcohol and drugs.* No person shall practice body art ~~tattooing~~ while under the influence of alcoholic beverages or illicit drugs. No customer shall receive a body art procedure ~~be tattooed~~ during the event while under the influence of alcoholic beverages or illicit drugs.

(15) *Aftercare.* A technician shall provide each client with verbal and written instructions for the care of the tattooed or pierced site upon the completion of the procedure. The written instructions must advise the client of the difference between normal skin or tissue irritation and infection and to consult a health care professional upon indication of infection of the skin or tissue. ~~Written instructions. Each operator at the event shall provide the person tattooed with printed instructions on the approved care of the tattoo during the healing process.~~

(16) No tattooing, nipple or genital piercing, branding, scarification, suspension, subdermal implantation, microdermal, or tongue bifurcation shall be performed by any technician on any individual under the age of eighteen (18) regardless of parental or guardian consent. ~~Tattoos on minors. No person shall tattoo any person under the age of 18 except in the presence and with the written permission of the parent or legal guardian of such minor.~~

(b) *Application.* The temporary license application issued by the city clerk shall request the following information:

- (1) The applicant's name and current address.
- (2) The applicant's current employer.
- (3) The applicant's addresses for the previous five years.

(4) The applicant's date of birth, home telephone number, weight, height, color of eyes, and color of hair.

(5) Whether the applicant has ever been convicted of any felony, crime, or violation of any ordinance other than a petty misdemeanor and, if so, the time, place, and offense for which convictions were had.

(6) Whether the applicant has ever used or been known by a name other than the applicant's name and, if so, the name and information concerning dates and places where used.

(7) The location where the event will be conducted.

(8) The number of ~~body art tattoo~~ booths that will be operational at the event.

(9) The names and addresses of persons in charge of the event.

(10) Employee lists. The following information for each technician employed or performing body art procedures at the event:

(i) name;

(ii) home address;

(iii) home telephone number;

(iv) date of birth;

(v) copy of an identification photo; and

(vi) copy of current license as required by MN Stats. Ch. 146B.03 or current guest artist license as required by MN Stats. Ch. 146B.04

(c) *License verification and issuance.* The police department is empowered to conduct any and all investigations to verify the information on the application, including ordering a computerized criminal history inquiry and/or a driver's license history inquiry on the applicant. Within seven days of receipt of a complete application, the issuing authority shall grant or deny the application. An applicant who is denied a license by the issuing authority shall be granted a right to appeal to the city council.

Sec. 14-13454. Penalty.

A violation of this article shall be a misdemeanor and, upon conviction, shall be punishable in accordance with section 1-15.

Secs. 14-13465—14-1370. Reserved.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Tom Ekstrand, Senior Planner
DATE: July 2, 2014
SUBJECT: Approval of Warehousing in Business Commercial Districts by Conditional Use Permit Ordinance Amendment—Second Reading

Introduction**Previously**

Last year U-Haul, located at 2242 White Bear Avenue, requested a code amendment to allow indoor warehousing in a BC (business commercial) district. Their plan was to purchase the neighboring Goodwill Store property and expand their business to that site. They planned to use the building for indoor storage.

On August 20, 2013, the planning commission recommended that the city council adopt this code amendment. The planning commission also expressed their support of a variance from the 350-foot spacing requirement for U-Haul to park trucks and trailers on the former Goodwill Store parking lot.

On September 9, 2013, the city council considered this request and took no action on the proposed ordinance amendment. By taking no-action, no change occurred and the ordinance remained the same, which does not allow indoor storage or warehousing in BC districts.

Recent Council Decision

On June 9, 2014, the city council gave first reading to this ordinance amendment to approve the change. Procedurally, the council must hold a second reading and a public hearing to finalize this ordinance amendment.

Request

U-Haul is requesting again that the city council amend the zoning ordinance to allow indoor warehousing in a BC district so they can expand their business to the former Goodwill Store site. Refer to the letter from Christopher Bohlman of Amerco Real Estate Company.

Background

Sections 44-511 (permitted uses) and 44-512 (conditional uses), in the BC District regulations, do not permit warehousing. Since “warehousing” is not mentioned it is not allowed.

Warehouses are allowed in the M1 (light manufacturing) district, indicating that it was clearly the intent of the code to allow warehousing in those areas but not in other zoning districts.

Discussion

Code Amendment to Allow Warehousing by CUP

The BC ordinance already allows “exterior storage” by a CUP as follows: “the exterior storage, display, sale or distribution of goods or materials, but not including a junkyard, salvage automobile, or other wrecking yard. The city may require screening of such uses pursuant to the screening requirements of subsection (6.a.) of this section.”

Staff does not see a problem with the applicant’s request to amend the ordinance for indoor storage or warehousing by CUP, since the code already allows exterior storage by CUP. It should be understood, though, that the city has land zoned BC in some highly visible locations that would not be appropriate for warehousing, such as the Maplewood Mall area as an example. If the council amends the ordinance to allow warehousing by CUP, this would permit warehouses by CUP in any BC district, not just the former Goodwill site.

Findings to Approve a CUP

The zoning ordinance requires that the city council determine that all nine “standards” for CUP approval be met to allow a CUP. Therefore, to approve a CUP for warehousing, the council would need to determine that a proposed warehouse 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.

Truck and Trailer Rental on the Former Goodwill Site

Section 44-512(5), under conditional uses, states the following:

- (5) For motor vehicles, the following activities (allowed conditionally), if not within 350 feet of any property that the city is planning for residential use:
 - a. The sale or leasing of used motor vehicles.
 - b. The storage or rental of motor vehicles.

The important point in this ordinance is that vehicle sale, storage or rental activities must be at least 350 feet from property planned for residential use. The former Goodwill site is directly next to (north of) the townhomes to the south and is 170 feet from the residential land across Van Dyke Street.

Amending the ordinance to allow indoor storage activities by CUP would not allow U-Haul the full use of the Goodwill property since code prohibits vehicle rentals closer than 350 feet to residential property. The applicant would have to apply for a variance from the 350-foot setback requirements from residential property to expand their rental activities to this site.

Summary

If the city council agrees with this proposed ordinance amendment, the process would require that the applicant submit a CUP application for warehousing in the former Goodwill building. The applicant would also need to apply for a variance to park rental trucks and trailers within 350 feet of the nearby and abutting residential properties. Even though the planning commission supported a setback variance for rental vehicle parking, the community design review board, planning commission and finally the city council would need to review these requests. Staff would study the need for screening at that time when considering warehousing and a reduced parking setback.

Commission Actions

On August 20, 2013, the planning commission recommended that the city council adopt this code amendment. The planning commission also expressed their support of a variance from the 350-foot spacing requirement for U-Haul to park trucks and trailers on the former Goodwill Store parking lot.

Budget Impact

None

Recommendation

Adopt the ordinance amendment to Section 44-512(4) to allow warehousing in BC (business commercial) districts by conditional use permit.

Attachments

1. Ordinance Amendment to Section 44-512
2. Zoning Map U-Haul/Goodwill Area
3. Land Use Plan Map of U-Haul/Goodwill Area
4. Aerial Photo
5. BC Zoning Ordinance
6. Letter from Christopher Bohlman dated April 21, 2014
7. Certificate of Survey
8. Planning Commission Minutes dated August 20, 2013

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CC Report Second Reading 7 14 te

ORDINANCE NO. ____

**AN ORDINANCE AMENDMENT TO ALLOW
WAREHOUSING IN BC (BUSINESS COMMERCIAL) ZONING DISTRICTS BY
CONDITIONAL USE PERMIT**

The Maplewood City Council approves the following revision to the Maplewood Code of Ordinances. (Additions are underlined.)

Section 1. Section 44-512(4) of the Maplewood Code of Ordinances is hereby amended as follows:

Sec. 44-512. Conditional Uses.

In a BC business commercial district, the following uses must have a conditional use permit:

- (4) Interior storage or warehouses, the exterior storage, display, sale or distribution of goods or materials, but not including a junkyard, salvage automobile, or wrecking yard. The city may require screening of such uses pursuant to the screening requirements of subsection (6.a.) of this section.

Section 2. This ordinance shall take effect after the approval by the city council and publishing in the official newspaper.

The Maplewood City Council approved this ordinance revision on _____.

Mayor

Attest:

City Clerk

Zoning Map

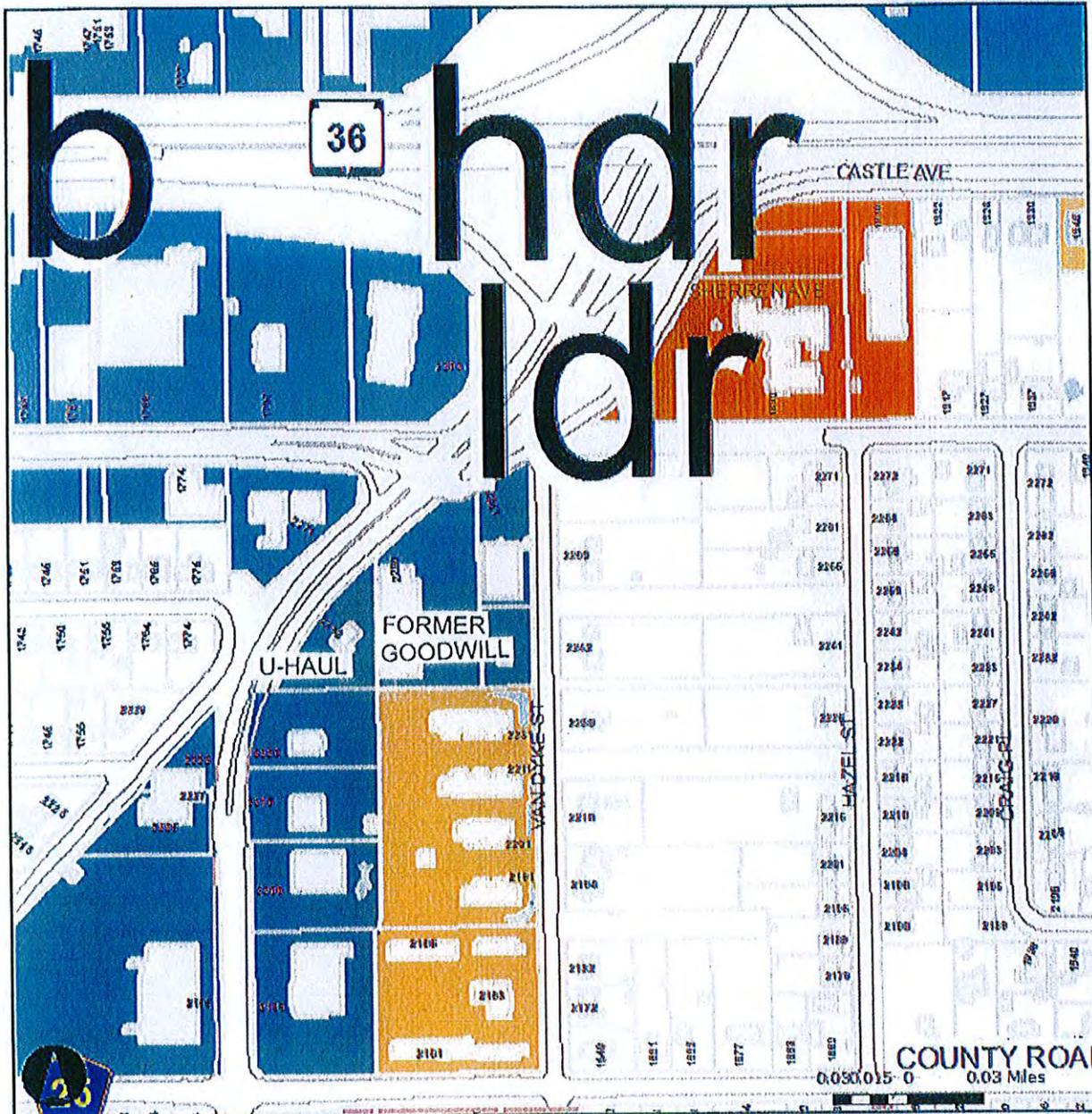


Copyright

MaplewoodBaseMap
 Chad Bergo

Zoning Classifications: 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.

Land Use Plan Map



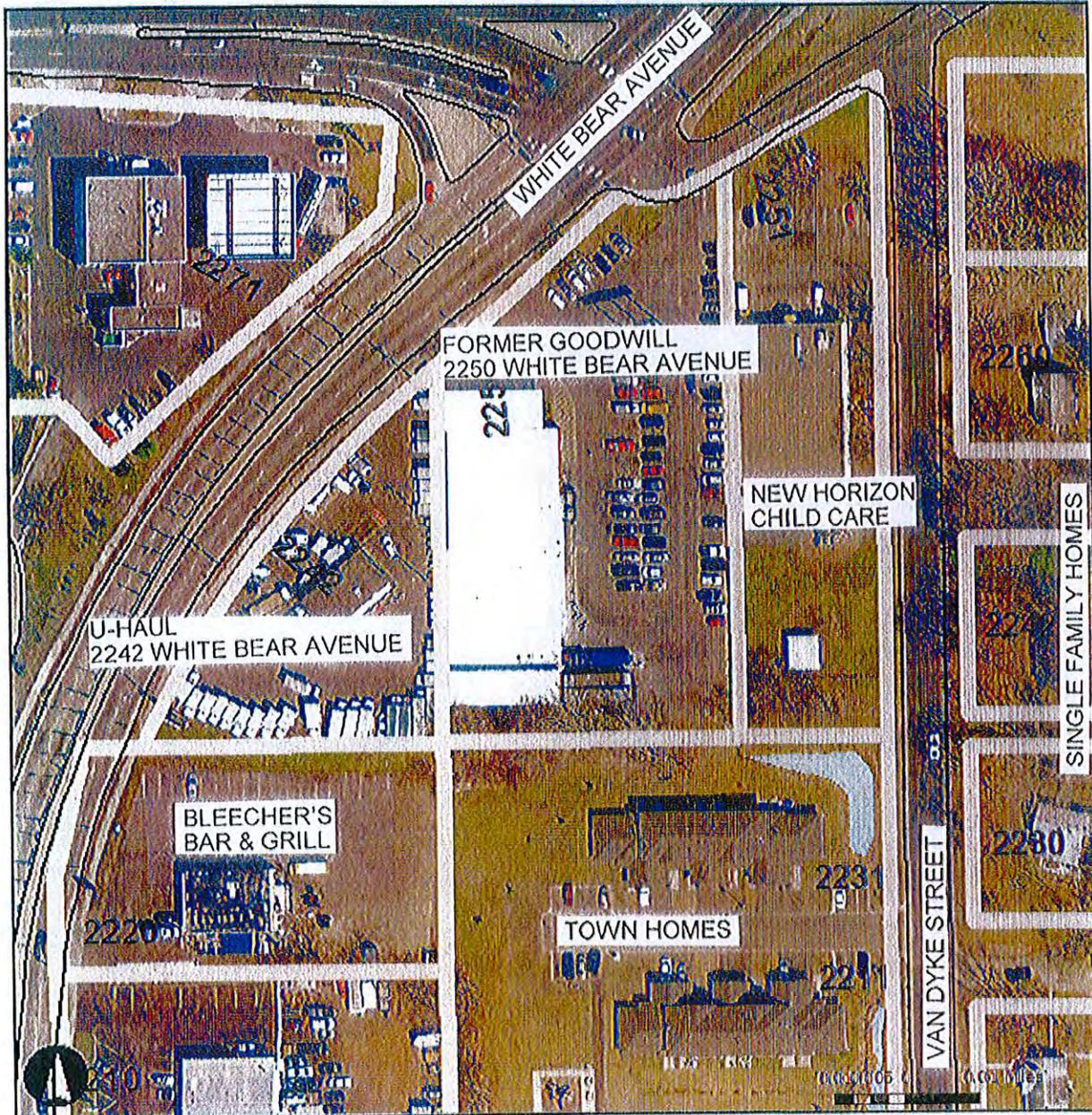
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MaplewoodBaseMap

Chad Bergo

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Aerial Photo



Copyright

MaplewoodBaseMap
Chad Bergo

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Maplewood, Minnesota, Code of Ordinances >> - CODE OF ORDINANCES >> [Chapter 44 - ZONING](#) >> [ARTICLE II. - DISTRICT REGULATIONS](#) >> [DIVISION 10. - BC BUSINESS COMMERCIAL DISTRICT](#) >> [Subdivision I. In General](#) >>

Subdivision I. In General

[Sec. 44-511. Permitted uses.](#)

[Sec. 44-512. Conditional uses.](#)

[Secs. 44-513—44-535. Reserved.](#)

Sec. 44-511. Permitted uses.

The city shall only permit the following uses by right in a BC business commercial district:

- (1) A dwelling unit for one family is permitted with a business use. The dwelling unit and the principal business use must be in the same structure.
- (2) Hotel, motel or tourist cabins.
- (3) Retail or commercial rental activities, office, clinic, studio, bank, personal service, day care center, mortuary or funeral home, restaurant or on-sale liquor business subject to license. All on-sale liquor business not associated with a restaurant shall be at least 350 feet from any property that the city is planning for residential use. All business, storage or display, except signs and parking, shall be in a closed building.
- (4) For motor vehicles, the following activities if not within 350 feet of any property that the city is planning for residential use:
 - a. The sale or leasing of new motor vehicles.
 - b. The sale or leasing of new and used motor vehicles when all such activities are on the same property.
 - c. The rental of motor vehicles as an accessory use to the sale or leasing of new motor vehicles.
- (5) Publishing, photocopying or printing establishment.
- (6) Indoor theater.
- (7) Laundry.
- (8) Bakery or candy shop, which produces goods for on-premises retail sale.
- (9) Parking lot as a principal use.
- (10) Motor vehicle accessory installation center.
- (11) CNG (compressed natural gas) or LPG (liquid petroleum gas) dispensing facilities. Tanks shall not exceed a water capacity of 1,500 gallons for those dispensing facilities whose primary purpose is to produce power and light for nonvehicle uses, such as at 3M, NSP's facility on Century Avenue, or for temporary use on construction sites. Refer to the licensing requirements in [chapter 14](#), article X.
- (12) CNG (compressed natural gas) or LPG (liquid petroleum gas) retail dispensing facilities—Limited capacity. Tanks shall not exceed a water capacity of 1,000 gallons for dispensing facilities as an accessory use to a motor fuel station or convenience store, the primary purpose of which is the filling of LPG tanks for recreational vehicles, portable heaters and gas grills. These limited-capacity dispensing facilities shall be at least 350 feet from any property the city is planning for residential use.

- (13) Repair shop, except motor fuel stations or maintenance garages. All business, storage or display, except signs and parking, shall be in a closed building.
- (14) Organized athletic activities, such as dance, physical fitness or karate, that are conducted indoors.
- (15) Itinerant carnivals, subject to the licensing requirements in chapter 8, article IV.
- (16) Any use that would be similar to any of the uses in subsections (1) through (15) of this section, if it is not noxious or hazardous.
- (17) Adult use accessory, subject to the requirements in chapter 14, article III.

(Code 1982, § 36-151(a); Ord. No. 825, § 1, 4-8-2002; Ord. No. 835, § 2, 11-13-2002)

Sec. 44-512. Conditional uses.

In a BC business commercial district, the following uses must have a conditional use permit:

- (1) All permitted uses in the R-3 district.
- (2) Processing and distributing station for beverages.
- (3) Place of amusement, recreation or assembly, other than an indoor theater, indoor athletic activity or itinerant carnival.
- (4) The exterior storage, display, sale or distribution of goods or materials, but not including a junkyard, salvage automobile, or other wrecking yard. The city may require screening of such uses pursuant to the screening requirements of subsection (6)a of this section.
- (5) For motor vehicles, the following activities, if not within 350 feet of any property that the city is planning for residential use:
 - a. The sale or leasing of used motor vehicles.
 - b. The storage or rental of motor vehicles.
- (6) Metal storage buildings, if the building meets the findings for a conditional use permit and the following findings:
 - a. No more than 20 percent of the building would be visible from streets or the highest topographical point of the nearest residential lot lines.
 - b. The building would not be of lesser quality than surrounding development. If the screening is removed or dies and the owner does not replace it, the city council may require that the owner remove the building. If the value of the building exceeds \$25,000.00, the city council shall allow at least a five-year amortization period.
- (7) Craftsman shop.
- (8) Motor fuel stations, motor vehicle wash or maintenance garages, if they meet the findings for a conditional use permit and the following findings:
 - a. The setback of any overhead canopy shall be at least 15 feet from the street right-of-way line and five feet from a nonresidential property line.
 - b. The setbacks to a residential lot line in section 44-20(c)(6) shall include motor vehicle washes, fuel dispensers or canopies.
 - c. All parts of major motor fuel stations, motor vehicle washes or maintenance garages shall be at least 350 feet from any property the city is planning for residential use.
 - d. No unlicensed or inoperable vehicles shall be stored on the premises for more than 48 hours, except in storage areas that are fully screened from public view.
 - e. All trash, waste materials and obsolete parts shall be stored within an enclosed trash container.
 - f.

AMERCO[®]

REAL ESTATE COMPANY

2727 NORTH CENTRAL AVENUE, 5-N • PHOENIX, ARIZONA 85004
PHONE: 602.263.6555 • FAX: 602.277.5824

April 21, 2014

Maplewood City Council
1830 County Road B East
Maplewood, MN 55109

RE: U-Haul Request for an Ordinance Amendment to the 'BC Business Commercial District'

Honorable City Council:

For over 35 years U-Haul has been serving do-it-yourself movers and their households in the City of Maplewood. We have a long-term commitment to our community and a vested interest in our community's quality of life. U-Haul has been a major contributor to the community's economy and tax base. U-Haul has been a stable business and plays a vital role in the City of Maplewood.

Amerco Real Estate, a Nevada Corporation (the real estate branch for U-Haul) is the owner of the property which is located at 2250 White Bear Avenue North and abutting the existing U-Haul center. We are proposing an adaptive re-use of the existing building. U-Haul would like to provide additional convenience for our customers by proposing a quiet self-storage facility that would provide a buffer between White Bear Avenue N and Maplewood residential property. The property is currently zoned 'BC Business Commercial District.' The proposed property has primarily been designated for business commercial uses and U-Haul prides itself on being a business comprised of commercial rental activity, service, and retail.

Self-storage would be an additional use to the proposed leasing of used motor vehicles/U-Haul trucks and trailers. The leasing of U-Haul trucks and trailers joint with self-storage not only allows us a more convenient service for customers, but also promotes one of our most important objectives, which is to contribute to a

better environment. By providing a one-stop moving and storage facility for our customers we would be able to reduce both the number and length of moving trips contributing to both customer convenience and a reduction in carbon emission levels. Renting a truck from one location and then driving to another to load and unload household goods releases an unnecessary amount of carbon emissions into the environment. Reducing vehicular trips has a positive impact on traffic congestion.

The property at 2250 White Bear Avenue N has a Future Land Use designation of 'Commercial': *Commercial use* means a principal use of land or buildings for the sale, lease, rental or trade of products, goods or services (Municipal Code, Sec. 44-6 Definitions). Self-storage is a principal use of leasing and service. There is an existing U-Haul abutting and this makes the proposed use compatible with the surrounding area. The property has less than desirable visibility, ingress, and egress -It is an odd property/location and it is not being used. This property has been vacant for over 2 years and U-Haul wants to be located here in Maplewood and meet the community's demands for service. Maplewood's zoning code has an objective of 'Encouraging the most appropriate use of land (Sec. 44-2)' and U-Haul strongly believes that we are not only an appropriate use but also a good neighbor.

The proposed use of self-storage and truck and trailer rental/leasing would have compliance with conditions imposed on it by the City of Maplewood. The uses would be located, designed, maintained, and operated to be in conformity with the City Council's standards and regulations. The proposed uses would not dominate the immediate vicinity or interfere with the use and development of neighboring property. The proposed use would not have a substantial or undue adverse effect upon adjacent property, the character of the area, or public health, safety, and general welfare.

It is U-Haul's request that the City Council amend the Maplewood code to allow inside storage as a conditional use in the 'BC Business Commercial District.'

The Maplewood Code, *Division 10. BC Business Commercial District, Subdivision I. In General, Sec. 44-512. Conditional uses* have uses; (5) For motor vehicles, the following activities, if not within 350 feet of any property that the city is planning for residential use: a. The sale or leasing of used motor vehicles. b. The storage or rental of motor vehicles and (6) Metal storage buildings, if the building meets the findings for a conditional use permit and the following findings.... Use (10) states 'Any use that would be similar to any of the uses in subsections (1) through (10) of this section, if it is not noxious or hazardous.

We are requesting that the City of Maplewood would consider interior self-storage as an addition to this list of conditional uses in the 'BC Business Commercial District.' The use of interior self-storage is a use that would be

similar to use (5) rental/leasing of motor vehicles/truck and trailers because these uses go hand in hand with one another. This close association has been our focus and the strength and success of our business. According to use (6) storage buildings are listed and U-Haul provides self-storage that would be similar-the storage of all household/personal items would be interior to the building on-site. Our proposed interior storage would not be noxious or hazardous to the Maplewood Community.

U-Haul believes that this is a critical decision for U-Haul's future in this community and we thank you for your consideration of the ordinance amendment. Please do not hesitate to contact us with any questions you may have.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Christopher J. Bohlman", with a horizontal line extending to the right.

Christopher Bohlman
AMERCO Real Estate Company

DRAFT
MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, AUGUST 20, 2013

6. NEW BUSINESS

a. Ordinance Amendment for Warehousing in BC (business commercial) districts.

- i. Senior Planner, Tom Ekstrand gave the report and answered questions of the commission.
- ii. President U-Haul, Bill Piette, 9890 Highway 65, Blaine, addressed and answered questions of the commission.

Commissioner Trippler moved to approve the resolution amending Section 44-512 (4) to allow warehousing in BC (business commercial) districts by conditional use permit.

Seconded by Commissioner Kempe.

Ayes - All

The motion passed.

Commissioner Donofrio moved that the commission is in support of the parking variance as discussed at the August 20, 2013, Planning Commission meeting.

Seconded by Commissioner Trippler.

Ayes – All

The motion passed.

This item goes to the city council September 9, 2013.

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MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Gayle Bauman, Finance Director
DATE: July 3, 2014
SUBJECT: Approve Resolutions Awarding Bond Sale – General Obligation Bonds 2014A and 2014B

Introduction

On June 9, 2014, the Council gave preliminary approval for the sale of \$7,905,000 of General Obligation Bonds, Series 2014A and \$1,290,000 of General Obligation Tax Abatement Refunding Bonds, Series 2014B. The bids on these bonds are scheduled to be opened on Monday, July 14, 2014.

Bonds need to be issued to finance the following:

- CIP bonds totaling \$2,865,000 are planned to cover construction costs associated with the new Fire Station on the 3M campus. This project is already underway.
- TIF bonds totaling \$1,125,000 are also planned to cover site work associated with the new Fire Station on the 3M campus.
- One public works project – Improvement bonds totaling \$3,300,000 will be used to finance the Arkwright/Sunrise Area Street Improvements which has special assessments that total at least 20% of the project costs.
- Equipment certificates will be issued in the amount of \$615,000 to cover the cost of the new HVAC unit needed to service the aquatic area at the Community Center.
- Refunding bonds totaling \$1,290,000 will be used to refund maturities of the City's G.O. Tax Abatement Bonds, Series 2004C. The City will also be contributing \$700,000 of cash on hand towards this refunding.

With regard to the refunding bonds, crossover refunding bonds are proposed to be issued to refund G.O. Tax Abatement Bonds 2004C with an outstanding amount of \$2,695,000 and maturities through 2020. The estimated net present value (NPV) of savings to the City for this issue is \$117,315 or over 5.6% of the principal amount of the refunding bonds. Please note that the NPV benefit shown is an estimate and is variable based on the actual true interest cost of the refunding bonds as determined at the sale date. City policy states that any refunding, whether advanced or current, needs to have a NPV benefit of at least 3.5%.

The bid award is scheduled for 7:00 p.m. at the regular Council meeting on Monday, July 14, 2014. A recommendation regarding the bid award will be made by a representative of Springsted Incorporated. At that time, resolutions for the bonds issued will need to be adopted to award the bids. Draft copies of the resolutions are attached.

Budget Impact

Estimated net present value of savings to the City for the refunding bonds is \$117,315.

Recommendation

Staff recommends approval of the resolutions pending a favorable recommendation from Springsted, Incorporated.

Attachments

1. Resolution for Series 2014A bonds
2. Resolution for Series 2014B bonds

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE
CITY OF MAPLEWOOD, MINNESOTA

HELD: July 14, 2014

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Maplewood, Ramsey County, Minnesota, was duly called and held at the City Hall on July 14, 2014, at 7:00 P.M., for the purpose, in part, of considering proposals and awarding the competitive negotiated sale of \$7,905,000 General Obligation Bonds, Series 2014A.

The following members were present:

and the following were absent:

In accordance with the resolution adopted by the City Council on June 9, 2014, the City Clerk presented proposals on \$7,905,000 General Obligation Bonds, Series 2014A, which were received and tabulated at the offices of Springsted Incorporated on this same day:

<u>Bidder</u>	<u>Interest Rate</u>	<u>Trust Interest Cost</u>
---------------	----------------------	----------------------------

SEE ATTACHED

The Council then proceeded to consider and discuss the proposals, after which member _____ introduced the following resolution and moved its adoption:

RESOLUTION ACCEPTING PROPOSAL ON THE COMPETITIVE NEGOTIATED SALE OF \$7,905,000 GENERAL OBLIGATION BONDS, SERIES 2014A, PLEDGING FOR THE SECURITY THEREOF SPECIAL ASSESSMENTS AND LEVYING A TAX FOR THE PAYMENT THEREOF AND PROVIDING FOR THEIR ISSUANCE

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City") has heretofore determined and declared that it is necessary and expedient to issue \$7,905,000 General Obligation Bonds, Series 2014A (the "Bonds" or individually a "Bond"), pursuant to Minnesota Statutes, Chapter 475 and:

1. Chapter 429, to finance the construction of various street improvement projects within the City (the "Improvements"), in the amount of \$_____ (the "Improvement Portion of the Bonds"). The Improvements and all their components have been ordered prior to the date hereof, after a hearing thereon for which notice was given describing the Improvements or all their components by general nature, estimated cost, and area to be assessed; and

2. Section 412.301 to finance the purchase of capital equipment (the "Equipment"), in the amount of \$_____ (the "Equipment Portion of the Bonds"). Each item of Equipment to be financed by the Equipment Portion of the Bonds has an expected useful life at least as long as the term of the Equipment Portion of the Bonds. The principal amount of the Equipment Portion of the Bonds does not exceed one-quarter of one percent (0.25%) of the market value of the taxable property in the City (\$_____ times 0.25% is \$_____); and

3. Section 475.521 to finance improvements outlined in the City’s Capital Improvement Plan (the “CIP Improvements”) in the amount of \$_____ (the "CIP Portion of the Bonds”). The City held a public hearing on _____, 20___, on the proposed issuance of general obligation capital improvement plan bonds and, pursuant to a resolution approved and adopted the 20__ through 20__ Five-Year Capital Improvement Plan (the "CIP Plan"), and approved the issuance of general obligation capital improvement plan bonds to finance a public safety facility described in the Plan (the “CIP Project”); and

4. Chapter 469 to finance certain capital and administration costs, consisting of public improvements outlined in the City’s tax increment financing plan (the “TIF Plan”) in the amount of \$_____ (the “TIF Portion of the Bonds”); and

B. WHEREAS, no petition signed by voters equal to five percent of the votes cast in the City in the last general election requesting a vote on the issuance of the general obligation capital improvement plan bonds has been filed with the Clerk within thirty days after the public hearing on the CIP Plan and on the issuance of the general obligation capital improvement plan bonds; and the City has heretofore determined, in accordance with Minnesota Statutes, Section 475.521, Subd. 4, that the principal and interest to become due in any year on the CIP Portion of the Bonds, will be less than 0.16 percent of the taxable market value of property in the City; and other than the Bonds and the Prior Bonds, there are no other bonds issued by the City under Minnesota Statutes, Section 475.521; and

C. WHEREAS, the City has heretofore established Municipal Development District No. 1 (the "Development District") pursuant to the provisions of Minnesota Statutes, Sections 469.124 through 469.134, and has approved a Development Program (the "Program") with respect to the Development District; and

D. WHEREAS, the Council has also heretofore established Tax Increment Financing (Redevelopment) District No. 1-12 as a redevelopment district within the Development District (the "Tax Increment District") under the provisions of Minnesota Statutes, Sections 469.174 through 469.179 and has approved the tax increment financing plan (the "TIF Plan") with respect to the Tax Increment District; and

E. WHEREAS, pursuant to the provisions of the Program and TIF Plan, funds are to be expended within the Development District to provide funds to finance certain capital and administration costs, consisting of public improvements within the Tax Increment District as set forth in the TIF Plan (the "TIF Project") and tax increments derived from the Tax Increment District (the "Tax Increments") will be used to pay for the TIF Project; and

F. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maplewood, Minnesota, as follows:

1. Acceptance of Proposal. The proposal of _____ (the "Purchaser"), to purchase the Bonds, in accordance with the Terms of Proposal established for the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of

\$ _____, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser. The City Clerk is directed to retain the deposit of the Purchaser and to forthwith return to the unsuccessful bidders any good faith checks or drafts.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated August 1, 2014, as the date of original issue and shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2016		2026	
2017		2027	
2018		2028	
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Allocation. The Improvement Portion of the Bonds, being the aggregate principal amount of \$ _____, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Improvements. The Equipment Portion of the Bonds, being the aggregate principal amount of \$ _____, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Equipment. The CIP Portion of the Bonds, being the aggregate principal amount of \$ _____, maturing in each of the years and amounts hereinafter set forth, is issued to finance the CIP Improvements. The TIF Portion of the Bonds, being the aggregate principal amount of \$ _____, maturing in each of the years and amounts hereinafter set forth, is issued to finance the TIF Project.

<u>Year</u>	<u>Improvement Portion</u>	<u>Equipment Portion</u>	<u>CIP Portion</u>	<u>TIF Portion</u>	<u>Total</u>
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					

If Bonds are prepaid, the prepayments shall be allocated to the portions of debt service (and hence allocated to the payment of Bonds treated as relating to a particular portion of debt service) as provided in this paragraph. If the source of prepayment moneys is the general fund of the City, or other generally available source, the prepayment may be allocated to any of the portions of debt service in such amounts as the City shall determine. If the source of a prepayment is special assessments pledged to the Improvements, the prepayment shall be allocated to the Improvement Portion of debt service. If the source of prepayment is tax increment revenues pledged to the TIF Project, the prepayment shall be allocated to the TIF Portion of debt service.

(c) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

- (i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

- (ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").
- (iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.
- (iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.
- (v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.
- (vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the

Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

- (vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.
- (viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.
- (ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.
- (x) In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a Bond of a lesser denomination as provided in paragraph 5, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.
- (d) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:
 - (i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.
 - (ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the

functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.

(e) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Improvement Portion of the Bonds shall provide funds to finance the Improvements. The Equipment Portion of the Bonds shall provide funds to finance acquisition and installation of the Equipment. The CIP Portion of the Bonds shall provide funds to finance the CIP Improvements. The TIF Portion of the Bonds shall provide funds to finance the TIF Project. The Improvements, the Equipment, the CIP Improvements and the TIF Project are herein referred to together as the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2015, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2016		2026	
2017		2027	
2018		2028	
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	

5. Redemption. All Bonds maturing on February 1, 2023 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2022, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least thirty days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. U.S. Bank National Association, in St. Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith.

The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
 STATE OF MINNESOTA
 RAMSEY COUNTY
 CITY OF MAPLEWOOD

R-_____ \$_____

GENERAL OBLIGATION BOND, SERIES 2014A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1,	August 1, 2014	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Maplewood, Ramsey County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2015, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of U.S. Bank National Association, in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer, acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this

Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2023, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2022, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty days prior to the date fixed for redemption.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$7,905,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on July 14, 2014 (the "Resolution"), for the purpose of providing money to finance various projects within the jurisdiction of the Issuer. This Bond is payable out of the General Obligation Bonds, Series 2014A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the

principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Maplewood, Ramsey County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Clerk, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: U.S. BANK NATIONAL ASSOCIATION

Payable at: U.S. BANK NATIONAL ASSOCIATION

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

CITY OF MAPLEWOOD, RAMSEY COUNTY, MINNESOTA

This Bond is one of the Bonds described in the Resolution mentioned within.

/s/ Facsimile
_____ Mayor

U.S. Bank National Association
St. Paul, Minnesota,
Bond Registrar

/s/ Facsimile
_____ City Clerk

By: _____
Authorized Signature

8. Execution; Temporary Bonds. The Bonds shall be printed (or, at the request of the Purchaser, typewritten) and shall be executed on behalf of the City by the signatures of its Mayor and City Clerk and be sealed with the seal of the City; provided, however, that the seal of the City may be a printed (or, at the request of the Purchaser, photocopied) facsimile; and provided further that both of such signatures may be printed (or, at the request of the Purchaser, photocopied) facsimiles and the corporate seal may be omitted on the Bonds as permitted by law. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. The City may elect to deliver, in lieu of printed definitive bonds, one or more typewritten temporary bonds in substantially the form set forth above, with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Such temporary bonds may be executed with photocopied facsimile signatures of the Mayor and City Clerk. Such temporary bonds shall, upon the printing of the definitive bonds and the execution thereof, be exchanged therefor and canceled.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, which date is August 1, 2014. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever

any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The City Clerk is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Director to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Bonds, Series 2014A Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. In such records there shall be established accounts or accounts shall continue to be maintained as the case may be, of the Fund for the purposes and in the amounts as follows:

(a) Capital Account. To the Capital Account there shall be credited the proceeds of the sale of the Bonds, less any accrued interest, less any amount paid for the Bonds in excess of the minimum bid and less capitalized interest. From the Capital Account there shall be paid all costs and expenses of the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Capital Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes, tax increments or special assessments herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance (other than any special assessments) in the Capital Account, the balance shall be transferred to the Debt Service Account or in the case of the bond proceeds attributable to the Improvement Portion the fund of any other improvement instituted pursuant to Minnesota Statutes Chapter 429, and provided further that any special assessments credited to the Capital Account shall only be applied toward payment of the costs of the Improvements upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.1, Subdivision 1.

(b) Debt Service Account. There shall be maintained four separate subaccounts in the Debt Service Account to be designated the "Improvements Debt Service Subaccount", the "Equipment Debt Service Subaccount", the "CIP Debt Service Subaccount" and the "TIF Debt Service Subaccount". There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

(i) Improvements Debt Service Subaccount. To the Improvements Debt Service Subaccount there shall be credited: (A) all collections of special assessments herein covenanted to be levied with respect to the Improvements and either initially credited to the Capital Account and not already spent as permitted above and required to pay any principal and interest due on the Bonds or collected subsequent to the completion of the Improvements and payment of the costs thereof; (B) a pro rata share of any amount paid for the Bonds in excess of the minimum bid; (C) a pro rata share of all accrued interest received upon delivery of the Bonds; (D) capitalized interest in the amount of \$_____ ; (E) any collections of all taxes herein or hereafter be levied for the payment of the

Improvements Portion of the Bonds and interest thereon; (F) a pro rata share of all funds remaining in the Capital Account after completion of the Project and payment of the costs thereof; (G) all investment earnings on funds held in the Improvements Debt Service Subaccount; and (H) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Improvements Debt Service Subaccount. The Improvements Debt Service Subaccount shall be used solely to pay the principal and interest and any premium for redemption of the Improvement Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law

- (ii) Equipment Debt Service Subaccount. To the Equipment Debt Service Subaccount there shall be credited: (A) all taxes herein and hereafter levied for the payment of the Equipment Portion of the Bonds; (B) a pro rata share of any amount paid for the Bonds in excess of the minimum bid; (C) a pro rata share of all accrued interest received upon delivery of the Bonds; (D) a pro rata share of all funds remaining in the Capital Account after completion of the Project and payment of the costs thereof; (E) all investment earnings on funds held in the Equipment Debt Service Subaccount; and (F) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Equipment Debt Service Subaccount. The Equipment Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the Equipment Portion of the Bonds.
- (iii) CIP Debt Service Subaccount. To the CIP Debt Service Subaccount there shall be credited: (A) all taxes herein and hereafter levied for the payment of the CIP Portion of the Bonds; (B) a pro rata share of any amount paid for the Bonds in excess of the minimum bid; (C) a pro rata share of all accrued interest received upon delivery of the Bonds; (D) a pro rata share of all funds remaining in the Capital Account after completion of the Project and payment of the costs thereof; (E) all investment earnings on funds held in the CIP Debt Service Subaccount; and (F) any and all other moneys which are properly available and are appropriated by the governing body of the City to the CIP Debt Service Subaccount. The CIP Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the CIP Portion of the Bonds.
- (iv) TIF Debt Service Subaccount. To the TIF Debt Service Subaccount there shall be credited: (A) all taxes herein and hereafter levied for the payment of the TIF Portion of the Bonds; (B) Tax Increments, in an amount sufficient, together with other sums herein pledged, to pay the annual principal and interest payments on the TIF Portion of the Bonds; (C) a pro rata share of any amount paid for the Bonds in excess of the minimum bid; (D) a pro rata share of all accrued interest received upon delivery of the Bonds; (E) a pro rata share of all funds remaining in the Capital Account after completion of the Project and payment of the costs thereof; (F) all investment earnings on funds held in the TIF Debt Service Subaccount; and (G) any and all other moneys which are properly available and

are appropriated by the governing body of the City to the TIF Debt Service Subaccount. The TIF Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the TIF Portion of the Bonds.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Capital Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Covenants Relating to the Improvement Portion of the Bonds.

(a) Special Assessments. It is hereby determined that no less than twenty percent of the cost to the City of each Improvement financed by the Improvement Portion of the Bonds within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefited by any of the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Improvement by the Improvement Portion of the Bonds unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of the special assessments, and in the event that any special assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City, either in the making of the special assessments or in the performance of any condition precedent thereto, the City will forthwith do all further acts and take all further proceedings as may be required by law to make the special assessments valid and binding liens upon the properties. The special assessments have heretofore been authorized. Subject to such adjustments as are required by the conditions in existence at the time the special assessments are levied, it is hereby determined that the special assessments shall be payable in equal, consecutive, annual installments, with general taxes for the years shown below and with interest on the declining balance of all special assessments at a rate of _____% per annum, as set forth opposite the years specified below:

<u>Improvement Designation</u>	<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
	See attached schedule		\$_____

At the time the special assessments are in fact levied the City Council shall, based on the then current estimated collections of the special assessments, make any adjustments in any ad valorem taxes required to be levied in order to assure that the City continues to be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Improvement Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
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See attached schedule (Improvement Portion)

The tax levies are such that if collected in full they, together with estimated collections of special assessments and other revenues herein pledged for the payment of the Improvement Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrevocable so long as any of the Improvement Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the tax levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

(c) Covenants Relating to the Equipment Portion of the Bonds. To provide moneys for payment of the principal and interest on the Equipment Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amount</u>
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See attached levy schedule
(Equipment Portion)

The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Equipment Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Equipment Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Equipment Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

(d) Covenants Relating to the CIP Portion of the Bonds. To provide moneys for payment of the principal and interest on the CIP Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amount</u>
		See attached levy schedule (CIP Portion)

The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the CIP Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the CIP Portion of the Bonds. The tax levies shall be irrevocable so long as any of the CIP Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

(e) Covenants Relating to the TIF Portion of the Bonds.

Original Net Tax Capacity; Tax Increments; Use of Tax Increments. The County Auditor of Ramsey County has certified the original net tax capacity of property in the Tax Increment District. The County Auditor shall determine in each year if the then current net tax capacity of property in the Tax Increment District exceeds the original net tax capacity, and shall calculate, in the manner provided in Minnesota Statutes, Section 469.177, Subdivision 3, the captured net tax capacity (as defined therein) attributable to the Tax Increment District. The City hereby determines to retain 100% of the captured tax capacity for purposes of tax increment financing. The County Auditor shall, in each such year, compute the local tax rate to be extended against the captured net tax capacity in the manner provided in Minnesota Statutes, Section 469.177, Subdivision 3, and the tax generated thereby shall constitute the Tax Increments for the year in which it is received. The County Auditor will remit to the City the Tax Increments so received. The City hereby appropriates the Tax Increments to the TIF Debt Service Subaccount, which appropriation shall continue until all of the TIF Portion of the Bonds and any additional bonds payable from the TIF Debt Service Subaccount, are paid or discharged.

Future Tax Levies. In the event that it is anticipated that the aggregate of Tax Increments and any other funds appropriated to and then held in the TIF Debt Service Subaccount and the estimated collections of Tax Increments to be received in the next succeeding year will not be sufficient to pay the principal and interest on the TIF Portion of the Bonds to become due in the first calendar year thereafter and the first six months of the succeeding calendar year, the City Council shall pass a resolution requesting the County Auditor of Ramsey County to levy an ad valorem tax in an amount as is necessary, together with the aforementioned funds then held in the TIF Debt Service Subaccount and said estimated collections of Tax Increments to pay the principal and interest on the TIF Portion of the Bonds to become due during said period.

Reservation of Rights. Notwithstanding any provisions herein to the contrary, the City reserves the right to terminate, reduce, or apply to other lawful purposes the Tax Increments herein pledged to the payment of the TIF Portion of the Bonds and interest thereon to the extent and in the manner permitted by law.

Coverage Test. The Tax Increments herein pledged for the payment of the TIF Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the TIF Portion of the Bonds.

17. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

18. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

19. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

20. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such amendment.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Clerk of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

21. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed in the office of the County Auditor of Ramsey County, together with such other information as the County Auditor shall require, and to obtain the County Auditor's Certificate that the Bonds have been entered in the Bond Register and the tax levies required by law have been made.

22. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

23. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

24. Tax-Exempt Status of the Bonds; Rebate; Elections. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States. The City expects to satisfy the 18-month expenditure exemption

for gross proceeds of the Bonds as provided in Section 1.148-7(d)(1) of the Regulations. The Mayor, the Clerk or either one of them, are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

25. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2014 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2014 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Bonds does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

26. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

27. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

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

and the following voted against the same: _____.

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

I, the undersigned, being the duly qualified and acting Clerk of the City of Maplewood, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to authorizing the issuance and awarding the sale of \$7,905,000 General Obligation Bonds, Series 2014A.

WITNESS my hand on July 14, 2014.

Clerk

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF MAPLEWOOD, MINNESOTA

HELD: July 14, 2014

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Maplewood, Ramsey County, Minnesota, was duly called and held at the City Hall on July 14, 2014, at 7:00 P.M., for the purpose, in part, of considering proposals and awarding the competitive negotiated sale of \$1,290,000 General Obligation Tax Abatement Refunding Bonds, Series 2014B.

The following members were present:

and the following were absent:

In accordance with the resolution adopted by the City Council on June 9, 2014, the City Clerk presented proposals on \$1,290,000 General Obligation Tax Abatement Refunding Bonds, Series 2014B, which were received and tabulated at the offices of Springsted Incorporated on this same day:

Bidder

Interest Rate

Trust Interest Cost

SEE ATTACHED

The Council then proceeded to consider and discuss the proposals, after which member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ACCEPTING PROPOSAL ON THE COMPETITIVE NEGOTIATED SALE
OF \$1,290,000 GENERAL OBLIGATION TAX ABATEMENT REFUNDING BONDS,
SERIES 2014B, PLEDGING FOR THE SECURITY THEREOF TAX ABATEMENTS AND
LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City"), hereby determines and declares that it is necessary and expedient to provide moneys for a crossover advance refunding of the City's \$5,025,000 original principal amount of General Obligation Tax Abatement Bonds, Series 2004C, dated August 1, 2004 (the "Prior Bonds"); and

B. WHEREAS, \$1,925,000 of the principal amount of the Prior Bonds which matures or are subject to mandatory redemption on and after August 1, 2016, is callable on August 1, 2015 and any date thereafter, at a price of par plus accrued interest, as provided in the resolution, adopted by the City Council on August 5, 2004, authorizing the issuance of the Prior Bonds (the "Prior Resolution"); and

C. WHEREAS, the crossover advance refunding on August 1, 2015 (the "Crossover Date") of the Prior Bonds maturing on and after August 1, 2016 (the "Refunded Bonds"), is

consistent with covenants made with the holders thereof, and is necessary and desirable for the reduction of debt service cost to the City; and

D. WHEREAS, the City has heretofore established a tax abatement program (the "Program") pursuant to the provisions of Minnesota Statutes, Sections 469.1812 through 469.1815, with respect to providing for the abatement of property taxes for a period of fifteen years on various properties in the City, as described in the resolution adopted by the City Council on September 8, 2003, approving the Program (the "Abatement Resolution"); and

E. WHEREAS, the amount of the property taxes abated are estimated to be at least equal to the principal amount of the Bonds and pursuant to the provisions of the Abatement Resolution, funds are to be expended to provide money to pay for the Project; and

F. WHEREAS, the City Council hereby determines and declares that it is necessary and expedient to issue \$1,290,000 General Obligation Tax Abatement Refunding Bonds, Series 2014B (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapter 475, to provide moneys for a crossover advance refunding of the Refunded Bonds; and

G. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Maplewood, Minnesota, as follows:

1. Acceptance of Proposal. The proposal of _____ (the "Purchaser"), to purchase the Bonds, in accordance with the Terms of Proposal established for the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$_____, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser. The City Clerk is directed to retain the deposit of the Purchaser and to forthwith return to the unsuccessful bidders any good faith checks or drafts.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities. The Bonds shall dated August 1, 2014 as the date of original issue, shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature, without option of prepayment, on August 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>
2016	
2017	
2018	
2019	
2020	

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 6 and 11 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as

paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 11, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(x) In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a Bond of a lesser denomination as provided in paragraph 6 hereof, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 11. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 11, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 11.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose; Refunding Findings. The Bonds shall provide funds for a crossover advance refunding of the Refunded Bonds (the "Refunding"). It is hereby found, determined and declared that the Refunding is pursuant to Minnesota Statutes, Section 475.67. As of the Crossover Date there shall result a reduction in the present value of the dollar amount of the debt service to the City from a total dollar amount of \$_____ for the Prior Bonds to a total dollar amount of \$_____ for the Bonds computed in accordance with the provisions of Minnesota Statutes, Section 475.67, Subdivision 12. The dollar amount of such present value of the debt service for the Bonds is lower by at least three percent than the dollar amount of such present value of the debt service for the Prior Bonds as required by Minnesota Statutes, Section 475.67, Subdivision 12.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2015, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>
2016	%
2017	
2018	
2019	
2020	

5. No Redemption. The Bonds shall not be subject to redemption and prepayment prior to their stated maturity date.

6. Bond Registrar. U.S. Bank National Association, in St. Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 13.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
 STATE OF MINNESOTA
 RAMSEY COUNTY
 CITY OF MAPLEWOOD

R-_____ \$_____

GENERAL OBLIGATION TAX ABATEMENT REFUNDING BOND, SERIES 2014B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	August 1,	August 1, 2014	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Maplewood, Ramsey County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, without option of prior payment, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2015, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of U.S. Bank National Association, in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

No Optional Redemption. The Bonds of this issue (the "Bonds") are not subject to redemption and prepayment prior to their stated maturity dates.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$1,290,000 (the "Bonds"), all of like date of original issue and tenor, except as to number, maturity, interest rate, and denomination, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on July 14, 2014 (the "Resolution"), for the purpose of providing funds sufficient for a crossover advance refunding of the General Obligation Tax Abatement Bonds, Series 2004C, dated August 1, 2004 of the Issuer. This Bond is payable out of the General Obligation Tax Abatement Refunding Bonds, Series 2014B Fund established by the Issuer pursuant to the Resolution. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Maplewood, Ramsey County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its Clerk, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: U.S. BANK NATIONAL ASSOCIATION
Payable at: U.S. BANK NATIONAL ASSOCIATION

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

CITY OF MAPLEWOOD,
RAMSEY COUNTY, MINNESOTA

This Bond is one of the Bonds described in the Resolution mentioned within.

/s/ Facsimile
Mayor

U.S. BANK NATIONAL ASSOCIATION
St. Paul, Minnesota
Bond Registrar

/s/ Facsimile
Clerk

By _____
Authorized Signature

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and Clerk and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of August 1, 2014. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 10) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Clerk is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 13) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Director to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Funds and Accounts. There is hereby created a special fund to be designated the "General Obligation Tax Abatement Refunding Bonds, Series 2014B Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. In such records there

shall be established accounts or accounts shall continue to be maintained as the case may be, of the Fund for the purposes and in the amounts as follows:

(a) Escrow Account. The Escrow Account is established for the Refunded Bonds and shall be maintained as an escrow account with U.S. Bank National Association (the "Escrow Agent"), in St. Paul, Minnesota, which is a suitable financial institution within or without the State. \$_____ in proceeds of the sale of the Bonds shall be received by the Escrow Agent and applied to fund the Escrow Account or to pay costs of issuing the Bonds. \$_____ in proceeds of the sale of the Bonds shall be received by the Escrow Agent to pay costs of issuing the Bonds. Proceeds of the Bonds not used to pay costs of issuance or any Bond proceeds returned to the City are hereby irrevocably pledged and appropriated to the Escrow Account, together with all investment earnings thereon. The Escrow Account shall be invested in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as shall be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Account, (i) to pay when due the interest to accrue on the Bonds to and including the Crossover Date; and (ii) to pay when called for redemption on the Crossover Date, the principal amount of the Refunded Bonds. The Escrow Account shall be irrevocably appropriated to the payment of (i) all interest on the Bonds to and including the Crossover Date, and (ii) the principal of the Refunded Bonds due by reason of their call for redemption on the Crossover Date. The moneys in the Escrow Account shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Account may be remitted to the City, all in accordance with the Escrow Agreement, by and between the City and Escrow Agent (the "Escrow Agreement"), a form of which is on file in the office of the Finance Director. Any moneys remitted to the City upon termination of the Escrow Agreement shall be deposited in the Debt Service Account.

(b) Debt Service Account. To the Debt Service Account there is hereby pledged and irrevocably appropriated and there shall be credited: (1) after the Crossover Date, all uncollected tax abatements pledged to the payment of the Prior Bonds; (2) any accrued interest received upon delivery of the Bonds; (4) any collections of all taxes heretofore or hereafter levied for the payment of the Prior Bonds and interest thereon which are not needed to pay the Prior Bonds as a result of the Crossover Refunding; (5) all investment earnings on funds in the Debt Service Account; and (6) any balance remitted to the City upon the termination of the Escrow Agreement; (7) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The amount of any surplus remaining in the Debt Service Account when the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The moneys in the Debt Service Account shall be used solely to pay the principal of and interest on the Bonds or any other bonds hereafter issued and made payable from the Fund.

The moneys in the Debt Service Account shall be used solely to pay the principal of and interest on the Bonds or any other bonds hereafter issued and made payable from the Fund. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (2) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To

this effect, any proceeds of the Bonds and any sums from time to time held in the Fund (or any other City account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. In addition, the proceeds of the Bonds and money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the federal Internal Revenue Code of 1986, as amended (the "Code").

16. Tax Abatements; Use of Tax Abatements. As provided in clause D hereof, the Council has adopted the Abatement Resolution and has thereby approved the Tax Abatements, including the pledge thereof to the payment of the Bonds. As provided in the Abatement Resolution, the estimated total amount of the Tax Abatements is equal to the principal amount of the Bonds and does not exceed the maximum projected amount of the Tax Abatements. The Council hereby confirms the Abatement Resolution, which is hereby incorporated as though set forth herein.

17. Tax Levy; Coverage Test; Cancellation of Certain Tax Levies. To provide moneys, together with the Tax Abatements, for payment of the principal and interest on the Bonds, there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amounts</u>
See attached schedule		

The tax levies are such that if collected in full they, together with estimated collections of Tax Abatements will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

Upon payment of the Bonds, the uncollected taxes levied in the Prior Resolution authorizing the issuance of the Prior Bonds which are not needed to pay the Prior Bonds as a result of the Refunding shall be canceled.

(a) General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds

of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

18. Prior Bonds; Security. Until retirement of the Prior Bonds, all provisions theretofore made for the security thereof shall be observed by the City and all of its officers and agents.

19. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

20. Securities; Escrow Agent. Securities purchased from moneys in the Escrow Account shall be limited to securities set forth in Minnesota Statutes, Section 475.67, Subdivision 8, and any amendments or supplements thereto. Securities purchased from the Escrow Account shall be purchased simultaneously with the delivery of the Bonds. The City Council has investigated the facts and hereby finds and determines that the Escrow Agent is a suitable financial institution to act as escrow agent.

21. Redemption of Refunded Bonds. The Refunded Bonds shall be redeemed and prepaid on the Crossover Date in accordance with the terms and conditions set forth in the Notice of Call for Redemption, in substantially the form attached to the Escrow Agreement, which terms and conditions are hereby approved and incorporated herein by reference.

22. Escrow Agreement. On or prior to the delivery of the Bonds, the Mayor and Finance Director shall, and are hereby authorized and directed to, execute the Escrow Agreement on behalf of the City. The Escrow Agreement is hereby approved and adopted and made a part of this resolution, and the City covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

23. Purchase of SLGS or Open Market Securities. The Escrow Agent, as agent for the City, is hereby authorized and directed to purchase on behalf of the City and in its name the appropriate United States Treasury Securities, State and Local Government Series and/or open

market securities as provided in paragraph 21, from the proceeds of the Bonds, to the extent necessary, other available funds, all in accordance with the provisions of this resolution and the Escrow Agreement and to execute all such documents (including the appropriate subscription form) required to effect such purchase in accordance with the applicable U.S. Treasury Regulations.

24. Certificate of Registration. The Clerk is hereby directed to file a certified copy of this resolution with the County Auditor of Ramsey County, Minnesota, together with such other information as each County Auditor shall require, and to obtain the County Auditor's Certificate from each County that the Bonds have been entered in the County Auditor's Bond Register and that the tax levy required by law has been made.

25. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any re furnished, shall be deemed representations of the City as to the facts recited therein.

26. Negative Covenant as to Use of Proceeds and Projects. The City hereby covenants not to use the proceeds of the Bonds or to use the projects originally financed by the Prior Bonds, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the projects, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

27. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be

enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Clerk of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

28. Tax-Exempt Status of the Bonds; Rebate. The City is subject to the rebate requirement imposed by Section 148(f) of the Code by reason of issuing (together with all subordinate entities thereof, and all entities treated as one issuer with the Issuer) more than \$5,000,000 of tax-exempt governmental obligations during this calendar year as provided in Section 148(f)(4)(D) of the Code and Section 1.148-8 of the Regulations.

29. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2014 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2014 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Bonds does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

30. Official Statement. The Official Statement relating to the Bonds prepared and distributed by the Springsted Incorporated is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

31. Supplemental Resolution. The Prior Resolution is hereby supplemented to the extent necessary to give effect to the provisions hereof.

32. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

33. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

I, the undersigned, being the duly qualified and acting Clerk of the City of Maplewood, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to providing for the issuance and sale of \$1,290,000 General Obligation Tax Abatement Refunding Bonds, Series 2014B.

WITNESS my hand on July ____, 2014.

Clerk

For The Permanent Record

Meeting Date: 7-14-2014

Agenda Item#: II



Springsted Incorporated
380 Jackson Street, Suite 300
Saint Paul, MN 55101-2887

Tel: 651-223-3000
Fax: 651-223-3002
Email: advisors@springsted.com
www.springsted.com

\$7,905,000^(a)

CITY OF MAPLEWOOD, MINNESOTA
GENERAL OBLIGATION BONDS, SERIES 2014A

(BOOK ENTRY ONLY)

AWARD: ROBERT W. BAIRD & COMPANY, INCORPORATED
AND ASSOCIATES

SALE: July 14, 2014 Standard & Poor's Rating: AA+

Bidder	Interest Rates	Price	Net Interest Cost	True Interest Rate
ROBERT W. BAIRD & COMPANY, INCORPORATED	2.00% 2016-2019 4.00% 2020-2024	\$8,179,053.70 ^(b)	\$2,279,361.93 ^(b)	2.8496% ^(b)
C.L. KING & ASSOCIATES	3.00% 2025-2029			
COASTAL SECURITIES L.P.	3.125 2030			
SAMCO CAPITAL MARKETS, INC.	3.25% 2031-2032			
EDWARD D. JONES & COMPANY	3.50% 2033-2035			
WNJ CAPITAL				
CRONIN & COMPANY, INC.				
VINING-SPARKS IBG, LIMITED PARTNERSHIP				
LOOP CAPITAL MARKETS, LLC				
CREWS & ASSOCIATES				
CASTLEOAK SECURITIES, L.P.				
DAVENPORT & COMPANY LLC				
ROSS, SINCLAIRE & ASSOCIATES, LLC				
DUNCAN-WILLIAMS, INC.				
COUNTRY CLUB BANK				
WEDBUSH SECURITIES INC.				
DOUGHERTY & COMPANY LLC				
ISAAK BOND INVESTMENTS, INC.				
OPPENHEIMER & CO. INC.				
SUMRIDGE PARTNERS				

^(a) Subsequent to bid opening, the issue size decreased from \$7,905,000 to \$7,745,000.

^(b) Subsequent to bid opening, the price, net interest cost, and true interest rate have changed to \$8,004,759.88, \$2,309,208.87, and 2.8729%, respectively.

Bidder	Interest Rates	Price	Net Interest Cost	True Interest Rate
PIPER JAFFRAY & CO.	2.00% 2016-2019	\$8,268,083.45	\$2,306,894.68	2.8549%
	4.00% 2020-2024			
	3.00% 2025-2028			
	3.50% 2029-2030			
	3.75% 2031-2032			
	3.625% 2033			
	3.75% 2034-2035			
WELLS FARGO BANK, NATIONAL ASSOCIATION	3.00% 2016-2019	\$8,320,442.35	\$2,323,913.90	2.8713%
	4.00% 2020-2024			
	3.00% 2025-2026			
	3.25% 2027-2029			
	3.50% 2030			
	3.75% 2031-2035			
NORTHLAND SECURITIES, INC.	2.00% 2016-2022	\$7,911,654.55	\$2,271,222.95	2.8730%
	2.50% 2023-2024			
	3.00% 2025-2028			
	3.10% 2029			
	3.20% 2030			
	3.50% 2031-2032			
	3.75% 2033-2035			
FTN FINANCIAL CAPITAL MARKETS	2.00% 2016-2021	\$7,989,265.90	\$2,303,752.85	2.8926%
	2.50% 2022-2023			
	3.00% 2024-2028			
	3.25% 2029			
	3.50% 2030			
	3.75% 2031-2033			
	4.00% 2034-2035			
RAYMOND JAMES & ASSOCIATES, INC.	2.00% 2016-2019	\$8,249,792.50	\$2,379,995.00	2.9447%
	4.00% 2020-2024			
	2.75% 2025			
	3.00% 2026			
	3.25% 2027-2028			
	3.375% 2029			
	3.50% 2030			
	4.00% 2031-2035			
	D.A. DAVIDSON & CO.			
3.00% 2018-2026				
4.00% 2027-2035				

REOFFERING SCHEDULE OF THE PURCHASER

<u>Rate</u>	<u>Year</u>	<u>Yield</u>
2.00%	2016	0.40%
2.00%	2017	0.70%
2.00%	2018	1.00%
2.00%	2019	1.35%
4.00%	2020	1.65%
4.00%	2021	1.90%
4.00%	2022	2.05%
4.00%	2023	2.20%
4.00%	2024	2.40%
3.00%	2025	2.55%
3.00%	2026	2.75%
3.00%	2027	2.90%
3.00%	2028	Par
3.00%	2029	3.10%
3.125%	2030	3.20%
3.25%	2031	3.40%
3.25%	2032	3.40%
3.50%	2033	3.55%
3.50%	2034	3.55%
3.50%	2035	3.55%

BBI: 4.38%
Average Maturity: 9.872 Years

For The Permanent Record

Meeting Date: 7-14-2014

Agenda Item#: II



Springsted Incorporated
380 Jackson Street, Suite 300
Saint-Paul, MN 55101-2887
Tel: 651-223-3000
Fax: 651-223-3002
Email: advisors@springsted.com
www.springsted.com

\$1,290,000^{(a)*}

CITY OF MAPLEWOOD, MINNESOTA

GENERAL OBLIGATION TAX ABATEMENT REFUNDING BONDS, SERIES 2014B

(BOOK ENTRY ONLY)

AWARD: UMB BANK, N.A.

SALE: July 14, 2014 Standard & Poor's Rating: AA+

Bidder	Interest Rates	Price	Net Interest Cost	True Interest Rate
UMB BANK, N.A.	1.50% 2016-2018 2.00% 2019-2020	\$1,311,285.00 ^(b)	\$67,040.00 ^(b)	1.3183% ^(b)
ROBERT W. BAIRD & COMPANY, INCORPORATED C.L. KING & ASSOCIATES COASTAL SECURITIES L.P. SAMCO CAPITAL MARKETS, INC. EDWARD D. JONES & COMPANY WNJ CAPITAL CRONIN & COMPANY, INC. VINING-SPARKS IBG, LIMITED PARTNERSHIP LOOP CAPITAL MARKETS, LLC CREWS & ASSOCIATES CASTLEOAK SECURITIES, L.P. DAVENPORT & COMPANY LLC ROSS, SINCLAIRE & ASSOCIATES, LLC DUNCAN-WILLIAMS, INC. COUNTRY CLUB BANK WEDBUSH SECURITIES INC. DOUGHERTY & COMPANY LLC ISAAK BOND INVESTMENTS, INC. OPPENHEIMER & CO. INC. SUMRIDGE PARTNERS	2.00% 2016-2020	\$1,322,917.20	\$67,482.80	1.3211%

^(a) Subsequent to bid opening, the issue size decreased from \$1,290,000 to \$1,255,000.

^(b) Subsequent to bid opening, the price, net interest cost, and true interest rate have changed to \$1,275,720.09, \$65,454.91, and 1.3200%, respectively.

Bidder	Interest Rates	Price	Net Interest Cost	True Interest Rate
NORTHLAND SECURITIES, INC.	2.00% 2016-2020	\$1,321,681.10	\$68,718.90	1.3461%
D.A. DAVIDSON & CO.	2.00% 2016-2020	\$1,321,441.80	\$68,958.20	1.3510%
RAYMOND JAMES & ASSOCIATES, INC.	3.00% 2016-2020	\$1,369,650.85	\$70,949.15	1.3574%
FTN FINANCIAL CAPITAL MARKETS	2.00% 2016-2020	\$1,319,402.40	\$70,997.60	1.3923%
PIPER JAFFRAY & CO.	3.00% 2016-2020	\$1,366,637.65	\$73,962.35	1.4171%

REOFFERING SCHEDULE OF THE PURCHASER

<u>Rate</u>	<u>Year</u>	<u>Yield</u>
1.50%	2016	0.50%
1.50%	2017	0.85%
1.50%	2018	1.10%
2.00%	2019	1.40%
2.00%	2020	1.60%

BBI: 4.38%
Average Maturity: 3.891 Years

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Molly Wellens, RS, Health Officer
Shann Finwall, AICP, Environmental Planner

DATE: July 8, 2014

SUBJECT: Approval of Amendments to the City's Health Codes – Second Reading

Introduction

As part of the City of Maplewood's delegation agreement with the Minnesota Department of Health (MDH), the City is required to have ordinances which regulate minimum design, installation, construction, operation and maintenance requirements for all public pools, food and food handlers, and lodging establishments. The City's ordinances regulating those standards are found at Chapter 12 (Buildings and Building Regulations) and Chapter 14 (Business and Licensing).

Background

The MDH conducted their annual review of the City's delegation agreement last fall. During the review, MDH notified the City that we must update our ordinances to better reference State health statutes and rules. The changes will not affect how the City conducts inspections of public pools, food and food handlers, and lodging establishments, but will ensure the appropriate authority to enforce state statute. Updates to the ordinances are required by October 2014. The attached ordinances reflect the required changes.

The City Council held a public hearing to adopt the first reading of the health ordinance amendments on June 23, 2014. No changes were recommended.

Budget Impact

None

Recommendation

Approve the second reading of amendments to the City's health codes (Chapters 12 and 14).

Attachments

1. Chapter 12 (Buildings and Building Regulations), Article XII (Swimming Pools), Division 2 (Public Pools)
2. Chapter 14 (Businesses and Licensing), Article VI (Food and Food Handlers), Division 2 (Food Establishments).
3. Chapter 14 (Businesses and Licensing), Article IX (Lodging Establishments), Division 1 (Generally)

- CODE OF ORDINANCES
Chapter 12 - BUILDINGS AND BUILDING REGULATIONS
ARTICLE XII. - SWIMMING POOLS

DIVISION 2. PUBLIC POOLS

DIVISION 2. PUBLIC POOLS

Sec. 12-432. Authority.

Sec. 12-53~~32~~. State department of health rules adopted.

Sec. 12-53~~43~~. Definitions.

Sec. 12-53~~54~~. License required.

Sec. 12-53~~65~~. Application for license.

Sec. 12-53~~76~~. Inspection.

Sec. 12-53~~87~~. License expiration and renewal; denial or revocation of license.

Sec. 12-53~~98~~. License fees.

Sec. 12-53~~109~~. Penalty.

Sec. 12-532. Authority.

The City of Maplewood regulates food, lodging, and public pool establishments through the delegation of authority from the Minnesota Department of Health.

Sec. 12-53~~32~~. State department of health rules adopted.

Subject to any specific modifications set forth in this division, the city hereby adopts and incorporates by reference state board of health statutes and rules including Minnesota Statutes 144.1222, 145A, and 157 and Minnesota Rules, parts 4717.0150 to 4717.3970 and 7-MCAR 1.141, as contained in the document entitled "Rules and Regulations of the Minnesota Department of Health Relating to Public Swimming Pools," and all subsequent amendments thereto. One copy of such regulations shall be filed and available for inspection in the offices of the city clerk and community development. Said statutes and rules are hereby modified by deleting the term Reference in 7-MCAR 1.141 of "board of health" and substituting shall be replaced by "environmental health official" and any rReference to "public swimming pool" with shall be replaced with the definition of "public pool" in [section 12-533](#).

(Code 1982, § 31-7)

Sec. 12-53~~43~~. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public pool means any pool, other than a private residential pool, intended to be used collectively by numbers of persons for swimming or bathing, operated by any person, whether he is the owner, lessee, operator, licensee, or concessionaire, regardless of whether a fee is

- CODE OF ORDINANCES
Chapter 12 - BUILDINGS AND BUILDING REGULATIONS
ARTICLE XII. - SWIMMING POOLS

DIVISION 2. PUBLIC POOLS

charged for such use. Included in this definition are pools located in or adjacent to apartment buildings, condominiums, townhouses or other multiple-dwelling residential complexes, public or private schools, public or private sports facilities, commercial property unless used for sales and/or display purposes only and treatment pools, therapeutic pools, and special pools for water therapy, whirlpools, spas and cold plunges.

(Code 1982, § 31-8)

Cross reference— Definitions generally, § 1-2.

Sec. 12-5354. License required.

It shall be unlawful for any person to operate a public pool, regardless of whether a fee is charged for such use, unless the city has issued a valid license therefor which is in full force and effect. Such license shall be on display in the vicinity of the subject pool or conveniently accessible upon demand.

(Code 1982, § 31-9)

Sec. 12-5365. Application for license.

Application for a license for a public pool shall be submitted to the department of community development in such form and manner as the city may prescribe.

(Code 1982, § 31-10)

Sec. 12-5376. Inspection.

The environmental health official shall inspect every public pool as frequently as deemed necessary to ensure compliance with this division. All swimming pool plans will be sent to the Minnesota Department of Health for review and approval per the city's delegation agreement with the Minnesota Department of Health.

(Code 1982, § 31-11)

Sec. 12-5387. License expiration and renewal; denial or revocation of license.

- (a) Licenses issued under this division shall expire on December 31 each year. License renewal applications shall be filed with the department of community development prior to December 31 of each year. Failure to comply with these requirements may result in revocation or nonrenewal of the license.
- (b) Written notification shall be made to the applicant or licensee of any pool license that has been denied or revoked. The applicant or licensee shall have ten days from the date of notification to appeal this decision to the city council.

(Code 1982, § 31-12)

- CODE OF ORDINANCES
Chapter 12 - BUILDINGS AND BUILDING REGULATIONS
ARTICLE XII. - SWIMMING POOLS

DIVISION 2. PUBLIC POOLS

Sec. 12-53~~98~~. License fees.

The license fees for public pools shall be fixed by the city council, by resolution, from time to time.

(Code 1982, § 31-13)

Sec. 12-53~~109~~. Penalty.

Any person convicted of violating this article will be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with [section 1-15](#).

(Code 1982, § 31-14)

- CODE OF ORDINANCES
 Chapter 14 - BUSINESSES AND LICENSING
 ARTICLE VI. - FOOD AND FOOD HANDLERS
 DIVISION 2. - FOOD ESTABLISHMENTS

Subdivision I. In General

Subdivision I. In General

Sec. 14-316. Authority.

Sec. 14-3176. Purpose.

Sec. 14-3187. State health rules adopted.

Sec. 14-3198. Interference with or hindrance of health authority.

Sec. 14-32019. Supplemental laws, rules and regulations.

Sec. 14-32120. Violations.

Secs. 14-322321—14-340. Reserved.

Sec. 14-316. Authority.

The City of Maplewood regulates food, lodging, and public pool establishments through the delegation of authority from the Minnesota Department of Health.

Sec. 14-3176. Purpose.

The purpose of this division is to establish standards to protect the health, safety and the general welfare of the people of the city. These general objectives include the following:

- (1) Prevent food-borne illness.
- (2) Correct and prevent conditions that may adversely affect persons utilizing food establishments.
- (3) Provide minimum standards for the design, construction, operation and maintenance of food establishments.
- (4) Meet consumer expectations to the quality and safety of food establishments.

(Code 1982, § 13-16)

Sec. 14-3187. State health rules adopted.

Subject to any specific modifications set forth in this section, the city adopts and incorporates by reference state board of health statutes and rules including Minnesota Statutes 145A and 157 and Minnesota Rules, parts 4626.0010 to 4626.2010~~chapter 4625, part 4626.0010 et seq., as contained by law in the document entitled "Rules and Requirements for Food and Beverage Establishments."~~ A copy of such regulations shall be filed and available for inspection in the office of the city clerk and the department of community development. Chapter 4626.0010 et seq. Said statutes and rules are ~~is~~ hereby modified by deleting the terms "board"

- CODE OF ORDINANCES
Chapter 14 - BUSINESSES AND LICENSING
ARTICLE VI. - FOOD AND FOOD HANDLERS
DIVISION 2. - FOOD ESTABLISHMENTS

Subdivision I. In General

and "commissioner" and substituting the term "environmental health official" in place thereof, or other successor designated or authorized by the city council.

(Code 1982, § 13-17)

Sec. 14-31~~98~~. Interference with or hindrance of health authority.

No person shall interfere with, obstruct or hinder any health authority in the performance of their duties under this division or the laws of the state nor prevent their performance thereof.

(Code 1982, § 13-42)

Sec. 14-3~~2019~~. Supplemental laws, rules and regulations.

This division shall be construed to be supplementary to all laws, rules and regulations of the state department of health and state department of agriculture and is not intended and shall not be construed to permit that which is prohibited or declared unlawful by any such competent authority. All establishments shall, in addition to this division, comply with the applicable regulations of the state department of health and state department of agriculture.

(Code 1982, § 13-43)

Sec. 14-32~~10~~. Violations.

Any person convicted of violating this division will be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with [section 1-15](#).

(Code 1982, § 13-44)

Secs. 14-32~~21~~—14-340. Reserved.

- CODE OF ORDINANCES
Chapter 14 - BUSINESSES AND LICENSING
ARTICLE IX. - LODGING ESTABLISHMENTS

DIVISION 1. GENERALLY

DIVISION 1. GENERALLY

Sec. 14-521. Authority.

Sec. 14-52~~2~~**1**. State health rules adopted by law.

Sec. 14-52~~3~~**2**. Inspection.

Sec. 14-52~~4~~**3**. Penalty.

Secs. 14-52~~5~~**4**—14-550. Reserved.

Sec. 14-521. Authority.

The City of Maplewood regulates food, lodging, and public pool establishments through the delegation of authority from the Minnesota Department of Health.

Sec. 14-52~~2~~1**. State health rules adopted by law.**

Subject to any specific modifications set forth in this section, the city hereby adopts and incorporates by reference state board of health statutes and rules including Minnesota Statutes 145A, 157, and 327 and Minnesota Rules, parts 4625.0100 to 4625.2300. 7—MCAR 1.151—1.160 as contained by law in the document entitled "Requirements for Lodging Establishments" and all subsequent amendments thereto. One copy of such regulations shall be filed and available for inspection in the office of the city clerk and the department of community development. 7—MCAR 1.151—1.160 is Said statutes and rules are hereby modified by deleting the term "board of health" and substituting the refer the term "environmental health official."

(Code 1982, § 17.5-1)

Sec. 14-52~~3~~2**. Inspection.**

The environmental health official shall inspect every lodging establishment as frequently as deemed necessary to ensure compliance with this article.

(Code 1982, § 17.5-4)

Sec. 14-52~~4~~3**. Penalty.**

Any person convicted of violating this article shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-15.

(Code 1982, § 17.5-7)

Secs. 14-52~~5~~4**—14-550. Reserved.**

Maplewood, Minnesota, Code of Ordinances

Page 1

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Michael Thompson, Director of Public Works/City Engineer
DATE: July 2, 2014
SUBJECT: English Street Petition Update

Introduction

On June 23, 2014, during the council meeting, Mr. William Diesslin presented a petition to the council regarding concerns and request for information. This report serves as an update only. No action is requested at this time.

Discussion

The petition, which is attached, was signed by Mr. Diesslin and others in the general vicinity of English Street between Cope Avenue and Frost Avenue.

The petition requested the following:

- 1) Vehicle weight restrictions on English Street
- 2) Information on federal funding for the interchange project
- 3) Information on the environmental documentation for the interchange project

I met personally with Mr. Diesslin at his home on June 24th, the day after the council received the petition, to discuss his concerns and my subsequent steps which included sending him the information requested and to further study the traffic and pavement conditions.

On June 25th I gave Mr. Diesslin all of the information he requested (items 2 and 3 above). The federal funding amount used as part of the interchange project was \$8,378,664.00. Mr. Diesslin also received the 200+ page environmental document.

The engineering department is currently collecting and reviewing data in regards to traffic volume, speed, and vehicle types on English Street. Additionally, pavement cores and testing must be completed to understand if the City even has justification to post a lower weight restriction than 9-ton. I explained to Mr. Diesslin that with this being a state aid route, the city cannot arbitrarily create restrictions to discourage certain vehicles from travelling in the corridor.

I anticipate the data collection, core samples, results, and recommendations will be in by late August or early September. When this item is brought back to council the petitioners would be notified of the meeting and any action items that would be considered.

Budget Impact

It is anticipated the core samples, pavement testing, and final engineering recommendations report regarding posting limits by a professional firm to be in the \$7,000 range which will be covered within the currently approved engineering operations budget.

Recommendation

No action is requested at this time.

Attachments

1. English Street Petition Received June 23, 2014

We the undersigned residents of English street are concerned about the degradation of our living environment brought on by completion of the Hwy 36 cloverleaf. This road modification facilitates easy access to English street by commercial vehicles such as heavy trucks and buses that previously avoided the route. We have noticed a great increase of heavy vehicle traffic along with adverse effects to the environment including road noise, ground vibration and increased air pollution. There is genuine concern that if left unregulated the current situation will result in damage to human health and the environment.

The undersigned propose a vehicle restriction of 6000 pounds GVW to remedy the current situation. This restriction would not include school buses or equipment necessary to collect and remove trash on a weekly basis. Preventing this traffic from entering this residential area will reduce road wear, increase neighborhood safety and protect homes from seismic damage.

The undersigned also wish to know if any federal funds were used in the construction of the Hwy 36 cloverleaf and if so demand a copy of the environmental impact statement that should have been prepared as required by the Nation Environmental Policy Act (NEPA).

Name Theresa Enriquez
Address 2062 English Street
Phone 612-710-4525

Name Ignacio Rodriguez
Address 2062 English
Phone 612 710 1686

Name Greg Schiffler
Address 2044 English St
Phone 651-253-4835

Name Yong Lee
Address 1302 Burke Cir E
Phone 209-489-0971

Name Bruce Carlson
Address 2137 ENGLISH
Phone 651 483 5062

Name John Schwartz
Address 2105 ENGLISH ST
Phone 651 489 5367

Name T. Redko
Address 1291 City Rd B E
Phone

Name Patrick Gregory
Address 2252 English St
Phone 651-766-5169

We the undersigned residents of English street are concerned about the degradation of our living environment brought on by completion of the Hwy 36 cloverleaf. This road modification facilitates easy access to English street by commercial vehicles such as heavy trucks and buses that previously avoided the route. We have noticed a great increase of heavy vehicle traffic along with adverse effects to the environment including road noise, ground vibration and increased air pollution. There is genuine concern that if left unregulated the current situation will result in damage to human health and the environment.

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The undersigned also wish to know if any federal funds were used in the construction of the Hwy 36 cloverleaf and if so demand a copy of the environmental impact statement that should have been prepared as required by the Nation Environmental Policy Act (NEPA).

Name Linda Knutson
 Address 2043 English St Maplewood, MN 55109
 Phone (651) 315-2472

Name Ruth Thompson
 Address 2165 English
 Phone 651 331-0584

Name Julian Herrera
 Address 2181 English St Maplewood Mn. 55109
 Phone 651 486-0146

Name Kelly Herrera
 Address 2181 English St
 Phone 651-486-0146 Maplewood, MN

Name Matthew Foreman Webb
 Address 1294 County Rd B East
 Phone 206-384-0251

Name Julie Schmidt
 Address 2257 English
 Phone 651 815 7152

Name Michael Kemmer
 Address 1294 COPE AVE E
 Phone 651 - 415 - 9909

Name JAN Bergstrom
 Address 2246 ENGLISH ST
 Phone 651-490-3124

We the undersigned residents of English street are concerned about the degradation of our living environment brought on by completion of the Hwy 36 cloverleaf. This road modification facilitates easy access to English street by commercial vehicles such as heavy trucks and buses that previously avoided the route. We have noticed a great increase of heavy vehicle traffic along with adverse effects to the environment including road noise, ground vibration and increased air pollution. There is genuine concern that if left unregulated the current situation will result in damage to human health and the environment.

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The undersigned also wish to know if any federal funds were used in the construction of the Hwy 36 cloverleaf and if so demand a copy of the environmental impact statement that should have been prepared as required by the Nation Environmental Policy Act (NEPA).

Name William Drosselin
 Address 2115 English
 Phone 651 484-1090

Name Audrey Drosselin
 Address 2115 English St
 Phone 651-484-1898

Name Emiliano Delgado-s
 Address 1290 Belmont
 Phone 651 335 1583

Name Alison Sibeau
 Address 2071 English St
 Phone 651 778 8221

Name JEFF BIBEAN
 Address 2071 English St
 Phone 651-7788221

Name Brenda Neumann Butler
 Address 2035 English St
 Phone 651 484-3229

Name [Signature]
 Address 2035 English St
 Phone 651-484-3229

Name Alexis Volkman
 Address 2021 English
 Phone _____

We the undersigned residents of English street are concerned about the degradation of our living environment brought on by completion of the Hwy 36 cloverleaf. This road modification facilitates easy access to English street by commercial vehicles such as heavy trucks and buses that previously avoided the route. We have noticed a great increase of heavy vehicle traffic along with adverse effects to the environment including road noise, ground vibration and increased air pollution. There is genuine concern that if left unregulated the current situation will result in damage to human health and the environment.

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The undersigned also wish to know if any federal funds were used in the construction of the Hwy 36 cloverleaf and if so demand a copy of the environmental impact statement that should have been prepared as required by the Nation Environmental Policy Act (NEPA).

Name

Address

Phone

[Signature]

1994 English St. Maplewood MN 55109

651-428-3193

Name

Address

Phone

Mao Yang

1994 English Street Maplewood, MN 55109

(651) 226-2668

Name

Address

Phone

Therese Sonwik

1986 English St. Maplewood, MN 55109

(651) 724-6130 (wk)

Name

Address

Phone

June [Signature]

2002 ENGLISH ST

651-481-4969

Name

Address

Phone

Jamie Gudknecht

2002 English St, Maplewood, MN 55109

651-481-4969

Name

Address

Phone

Tammy Rustad

2022 English St. Maplewood MN 55109

651-490-7998

Name

Address

Phone

JOE RUSTAD

2022 English St. Maplewood MN 55109

651 895-3332

Name

Address

Phone

Chue YANG

2145 ENGLISH ST Maplewood MN 55109

651-261-0330

We the undersigned residents of English street are concerned about the degradation of our living environment brought on by completion of the Hwy 36 cloverleaf. This road modification facilitates easy access to English street by commercial vehicles such as heavy trucks and buses that previously avoided the route. We have noticed a great increase of heavy vehicle traffic along with adverse effects to the environment including road noise, ground vibration and increased air pollution. There is genuine concern that if left unregulated the current situation will result in damage to human health and the environment.

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The undersigned also wish to know if any federal funds were used in the construction of the Hwy 36 cloverleaf and if so demand a copy of the environmental impact statement that should have been prepared as required by the Nation Environmental Policy Act (NEPA).

Name Paul Skyppek Jul Sh
 Address 2240 English St.
 Phone 612-875-4398

Name Rick Rydeen
 Address 2240 ENGLISH ST
 Phone 651-484-5534

Name Paul Rydeen
 Address 2240 English
 Phone 651-484-5534

Name Mina Arly
 Address 2732 English St
 Phone 651-490-9291

Name Don Hutterer
 Address 2091 English St
 Phone 651-206-9391

Name Fred Hutterer
 Address 2091 English St
 Phone 651-486-8347

Name Don Mezzolani
 Address 2076 English St.
 Phone 651-738-3769

Name Don Mezzolani
 Address owner 2068-2070 English St.
 Phone 651-738-3769

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: July 7, 2014
SUBJECT: Approval of Resolution for a Lawful Gambling Premise Permit for Chops, Inc at McCarron's Pub & Grill, 1986 Rice Street

Introduction

Kevin Kimes, on behalf of Chops, Inc has submitted an application and is requesting approval of a premise permit to conduct lawful gambling at McCarron's Pub & Grill, 1986 Rice St in Maplewood.

Previously, lawful gambling was conducted at McCarron's Pub & Grill by Ladyslipper Chapter ABWA. Per City Code Section 22-9 subd.2, which states that only one organization may conduct lawful gambling at an establishment at any one time, this organization has terminated its lease with the establishment to allow for continued gambling activity to be conducted by Chops, Inc.

Background

Chops, Inc is a non-profit and an all-age music & performance organization based in Minneapolis, MN that provides education to members in the art of music and performance. It has been in existence since 1987 and has been registered with the State of Minnesota since 1995.

For the purposes of this permit application, a background investigation has been conducted on the organization's designated gambling manager: Kevin Kimes; nothing was identified in this investigation that would prohibit the issuance of this permit.

Budget Impact

None

Recommendation

It is recommended that Council approve the Resolution for a Lawful Gambling Premise permit for Chops, Inc at the McCarron's Pub & Grill, 1986 Rice Street.

Attachments

1. Resolution for a Lawful Gambling Premise permit

**RESOLUTION
LAWFUL GAMBLING PREMISE PERMIT**

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premise permit for lawful gambling is approved for Chops, Inc to operate at McCarron's Pub & Grill, 1986 Rice St, Maplewood, MN.

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

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

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

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Tom Ekstrand, Senior Planner

DATE: July 9, 2014

SUBJECT: Approval of the Following Requests for the Days Inn Conversion to Senior Housing at 3030 Southlawn Drive:

1. A Conditional Use Permit to Allow Multi-Family Housing in a Business Commercial District
2. A Parking Reduction for Fewer Parking Spaces than Required
3. A Unit-Size Reduction Variance
4. Design Plans

Introduction

Albert Miller is proposing to convert the 120-room Days Inn west of the Maplewood Mall into 115 units of senior housing. Mr. Miller is proposing a mix of assisted living and memory care apartments. This proposal includes a parking reduction from 230 parking spaces to 73 parking spaces and a unit-size reduction from 580 square feet to a memory care unit range from 312 square feet for memory care units to 364 square feet for studio units to 640 square feet for one-bedroom units.

City code allows multi-family housing in BC (business commercial) zoning districts by conditional use permit (CUP). Refer to the attachments.

Requests

- A CUP for multi-family seniors housing in a BC zoning district.
- A parking waiver for fewer parking spaces than code requires. Code requires 230 parking spaces. The applicant proposes 73.
- A unit-size reduction variance to provide memory-care unit sizes beginning at 312 square feet. Code requires a minimum of 580 square feet.
- Approval of building, site and landscaping plans.

Background

1977: The community design review board approved the plans for this building as a Holiday Inn. Construction began that year.

Discussion

CUP Consideration

The zoning ordinance requires that the city council find that all nine “standards” for CUP approval be met to allow a CUP. These standards for approval are:

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.

Staff does not see any reason why this use would not fit the above criteria. Our main concern, though, has been whether this conversion to senior housing is appropriate in a heavily developed commercial area. Would the Myth Nightclub be a suitable neighbor to senior citizens? Would this use be compatible with the commercial activity surrounding the Maplewood Mall?

Police Chief, Paul Schnell, raised concerns also about compatibility with the possibility of memory-care residents “walking off” from the facility. Staff asked the applicant to respond to Chief Schnell’s comments which are in black and the applicant’s reply is in blue.

Is there a targeted senior clientele they could hope to attract to this facility over others. In other words, how does their expected resident population compare to what might otherwise go to a new facility, like a White Pines type facility? Is there any difference?

The Senior Living facility at the Maplewood Hotel aims to attract people needing memory care or assisted living services at an intermediate cost when compared to other senior living facilities. Presumably, the facility would be attractive to people who want quality care and living but cannot afford the premiums of a facility like the Seasons of Maplewood which is just across Southlawn Drive from the current hotel.

Given their desire to target memory care type residents, I’m interested in their facility security and staffing plan. Patient walkaways can be a very time consuming call for service.

This is a very reasonable concern, and one that is critical to the operation of a successful memory care facility. The layout and operation of the facility including internal circulation, door hardware, and 24-hour staffing will be situated to prevent patient walkaways. Memory care patients are locked in and secluded to specific areas of the facility and cannot leave unless escorted by a staff member. Also, residents in memory care will have access to the outside areas labeled as “Memory Garden” on the plans. The “Memory Garden” is a secure area like the building interior and will be locked and monitored to prevent walkaways. To put it simply, these residents are locked into certain areas of the facility and cannot leave unless escorted by someone with approved access. Finally, the 24-hour staff will have a protocol in place to get residents evacuated from these locked areas in the event of a fire or other emergency.

However, with all these measures in place, patient walkaways do happen on rare occasion. We are aware of one instance at the Shores of Lake Phalen where a patient escaped and to our understanding, was found by staff and brought back to the residence. In cases where a particular patient attempts to walk away on one or more occasions, they can be equipped with a monitoring device that would send an alarm with their location if they leave the facility.

Broadly, the proposed development use seems and feels contrary to the general retail and entertainment specific to the area. Given the land use in the IMMEDIATE area, I wonder if residents of the facility would or could have reduction in quality of life based on noise and traffic in the immediate area

We agree that the proposed use may seem contrary to many of the adjacent properties. However, the Seasons of Maplewood is located just across Southlawn Drive from the Existing Hotel.

Also, many of the adjacent properties would be ideal for residents and visitors of the facility. People coming to visit family members could use the Mall and adjacent

businesses. Also, the public library and adjacent park across Southlawn drive could be used by both residents and guests.

An anecdotal bit of information: we are on the national search team from Ryan Development (a component of Ryan Construction) as they try to take senior housing to a national level. Our first project together is near the Arbor Lakes Shopping district in Maple Grove. Nationally Ryan Development is only searching for sites that are adjacent or part of large suburban shopping districts.

Density

Being that the site is zoned BC and guided C (commercial) there is no set density maximum established for multi-housing. Staff reviewed this proposal with the city attorney and he advised that, being that the zoning ordinance allows multi-family development in a BC district, staff should use their best judgment in determining a reasonable density. The proposed density of this 115 unit facility on the 6.7 acre site would be 17 units per acre. This equates to the comprehensive plan's density for HDR (high density residential). The density allowed in areas guided as HDR would permit a density range between 10 and 25 units per acre.

Staff has no issue with this density. Seniors facilities such as the proposed one have the impact of a much lesser density since most of the residents do not drive and largely stay within the facility.

Parking Reduction

City code requires that apartment buildings have two parking spaces for each unit. One of which must be a garage space. With a proposed 115 living units, the code would require 230 parking stalls—115 garage spaces and 115 open parking spaces. The applicant is proposing 73 parking spaces.

Staff agrees that the proposed 73 parking spaces would be an adequate amount of parking spaces. The city regularly determines that senior housing facilities do not require two spaces per unit as code requires for family housing. As example, the recently completed Shores assisted-living and memory-care facility on Frost Avenue, with 105 units, was approved to have 24 outdoor parking spaces and 28 underground garage parking spaces totaling 52.

Unit Size

The applicant has provided the following justification for the unit sizes:

We request a variance due to the fact that this type of facility does not require larger units because so much space is dedicated to common areas. In assisted living and memory care facilities, residents tend to spend most of their free time in the common spaces, using their personal rooms mostly for resting. Meals are served in common areas so the rooms do not require large kitchens. Activities are set up in the common areas and conducted by staff so little room is needed in the individual units for social activities. When looking at the proposed floor plans, you'll notice when compared to a typical multifamily housing project, there is significantly more common space dedicated for this facility.

The city has allowed smaller unit sizes in the recent past primarily for memory-care units as shown in this comparison:

<u>Project Name</u>	<u>Number of Units (includes memory care)</u>	<u>Approved Unit Size</u>
Comforts of Home	42 (15 MC)	221 to 360 sq ft
Lakewood Commons	100 (30 MC)	425 sq ft
The Shores	105 (32 MC)	433 sq ft
The Seasons	150 (30 MC)	382 sq ft
Proposed Days Inn Conversion	115 (54 MC)	312 to 640 sq ft

The senior-housing industry, however, has moved toward smaller room sizes since it has found that the larger spaces are not needed for assisted- or memory-care units. The city has allowed smaller unit sizes for assisted and memory-care units fairly regularly with recent projects as noted above. Staff does not find a problem with this request for these units.

Building Design

The applicant proposes to repaint the existing brick-embossed concrete block and stucco, repair the damaged retaining wall and repair the damaged trash enclosure. These are welcome changes.

Parking Lot Removal

The northerly parking lot would be removed with a driveway connection retained between the Mall Ring Road and Southlawn Drive. The area of parking lot removal will be restored with grass. The northerly east-west driveway that would remain would be curbed with an up-right six-inch curb and gutter.

The applicant also proposes to remove the driveway on the west side of the building and landscape this area.

Site Lighting

The applicant is not proposing any changes to the site lighting.

Landscaping

The site would be re-landscaped with a considerable amount of plantings around the entire building. As mentioned, the northerly parking lot will be restored with grass except for keeping a paved area for the east-west driveway connection.

Department Comments

Building Official

Nick Carver, building official, stated that, because this is a “change of use,” it requires that the applicant comply with all current codes.

Engineering

Refer to the engineering report by Jon Jarosch, staff engineer dated June 6, 2014.

Fire Marshal

Butch Gervais, assistant fire chief, stated that the applicant will need to comply with all current state and local fire codes.

Police

Paul Schnell, police chief, commented about this proposal. Chief Schnell's comments were discussed above under the CUP Consideration section above.

Commission Actions

June 17, 2014: The planning commission recommended approval of these requests. They added the following conditions, though, for the CUP recommendation:

- Add to Condition 4: The applicant shall provide an adequate number of electrical power stations in the parking lot for residents to use plug-in engine heaters since there will not be any underground parking.
- Add Condition 8: The applicant shall work with the city engineer to provide a safe walkway across Southlawn Drive for their residents.
- Add Condition 9: All costs to the city associated with retrieving memory-care residents that "walk-away" from the proposed seniors residence shall be paid by the applicant.

June 24, 2014: The community design review board recommended approval with the staff recommendation.

Budget Impact

A possible impact to the city could be if the police are needed to respond to calls about a memory-care resident "walkaway."

Recommendations

- A. Approve a conditional use permit resolution to allow multi-family seniors housing in a BC zoning district. Approval is based on the findings required by ordinance and subject to the following conditions:
 1. All construction shall follow the site plan date-stamped June 2, 2014 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. If there is a need for additional parking spaces in the future, the applicant shall revise the plan to provide additional parking stalls to meet their needs, subject to staff approval. The applicant shall provide an adequate number of electrical power stations in the parking lot for residents to use plug-in heaters since there will not be any underground parking.
 5. The applicant shall comply with the conditions stated in the engineering report dated June 4, 2014.
 6. The applicant shall comply with the requirements of the city's building official, assistant fire chief and health officer.
 7. This permit allows 115 senior housing units consisting of assisted living and memory care units. Minor changes to this unit count may be approved by staff.
 8. The applicant shall work with the city engineer to provide a safe walkway across Southlawn Drive for their residents.
 9. All costs to the city associated with retrieving memory-care residents that "walk-away" from the proposed seniors residence shall be paid by the applicant.
- B. Approval of a parking waiver for fewer parking spaces than code requires, allowing 73 spaces. This proposal for 115 units of senior housing would require 230 parking spaces. The city finds that the proposed reduction to 73 parking spaces would be sufficient for this assisted-living and memory-care seniors housing facility since senior housing facilities do not require the amount of parking needed for typical multi-family housing needs. Should a parking shortage develop in the future, the applicant shall revise the plan to provide enough to meet their needs, subject to staff approval.
- C. Approval of a variance resolution to allow a living-unit size reduction. This variance allows memory-care living units beginning at 312 square feet. Code requires a minimum of 580 square feet. This variance is based on the findings that:
1. Memory-care housing facilities do not require the amount floor area that would be needed for typical multi-housing developments. Therefore, smaller unit sizes would be in harmony with the general purposes of the zoning requirements based on the industry standards for such housing.

2. The proposed assisted-living and memory-care seniors housing facility would be consistent with the comprehensive plan since the Plan encourages the city to provide life-cycle housing for its residents.
 3. The proposed unit sizes for memory-care units is reasonable since the city ordinance does not accommodate or address living-quarter sizes for senior citizen housing or special needs housing such as for memory-care residents. The city's requirements for studio or one-bedroom housing units are excessive for those with intensive-care or memory-care housing needs.
- D. Approval of the plans date-stamped June 2, 2014, for the Days Inn Hotel Conversion to senior housing. Approval is subject to the following conditions:
1. Approval of design plans is good for two years. If the applicant has not begun construction within two years, this design review shall be repeated. Staff may approve minor changes to these plans.
 2. The applicant shall obtain a conditional use permit from the city council for the proposed housing facility in a BC (business commercial) zoning district.
 3. The applicant shall complete the site improvements as proposed in the plans. This includes all landscaping, trash enclosure upgrades, retaining wall repair, building painting and parking lot and driveway changes and improvements.
 4. After its removal, the old parking lot surface shall be restored to lawn and kept maintained and mowed.
 5. The applicant shall comply with the conditions noted in the engineering report by Jon Jarosch dated June 4, 2014.
 6. The applicant shall comply with all requirements of the city's building official, assistant fire chief and health officer.
 7. The applicant shall obtain approval of a parking waiver from the city council before beginning this project.
 8. The applicant shall provide an irrevocable letter of credit or cash escrow in the amount of 150 percent of the cost of installing the landscaping, before getting a building permit.

Reference Information

Site Description

Site size: 6.7 acres

Existing land use: The Days Inn

Surrounding Land Uses

North: The Myth Nightclub

South: Maplewood Mall parking lot and ring road drive

East: Maplewood Mall and Mall parking lot

West: Southlawn Drive and Ramsey County Public Library

Planning

Land Use Plan designation: C (commercial)

Zoning: BC (business commercial)

Code Requirement

Section 44-512 (1) of the BC zoning district states that a conditional use permit may be granted for "all permitted uses in the R3 district."

Findings for CUP Approval

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

Findings for Variance Approval

State statute requires that in order to grant a variance, the city council must determine that the proposal is found to be:

- (1) In harmony with the general purposes and intent of the official control;
- (2) Consistent with the comprehensive plan;
- (3) When there are practical difficulties in complying with the official control. "Practical difficulties" means that the property owner proposes to use the property in a reasonable manner not permitted by an official control. The plight of the landowner is due to circumstances unique to the property not created by the landowner and the variance, if granted, will not alter the essential character of the locality.

Application Date

The application for this request was complete on June 2, 2014. State law requires that the city decide on these applications within 60 days. The deadline for city council action is August 1, 2014.

Attachments

1. Conditional Use Permit Resolution
2. Variance Resolution
3. Location Map
4. Land Use Plan Map
5. Zoning Map
6. Applicant's Letter of Request dated May 19, 2014
7. Site Plan of Existing Conditions
8. Site Plan Proposal
9. Building Elevations
10. Engineering Report dated June 6, 2014
11. Planning Commission Minutes dated June 17, 2014
12. Community Design Review Board Minutes dated June 24, 2014
13. Plans date-stamped June 2, 2014 (separate attachments)

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CONDITIONAL USE PERMIT RESOLUTION

WHEREAS, Albert Miller has applied for a conditional use permit to put a multi-housing seniors housing facility in a BC (business commercial) zoning district;

WHEREAS, Section 44-512 (1) of the BC district requirements states that a conditional use permit may be granted for “all permitted uses in the R3 district.”

WHEREAS, this permit applies to the property located at 3030 Southlawn Drive. The property identification number of this property is:

022922220010

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

1. On June 17, 2014, 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 _____, 2014, 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. 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 date-stamped June 2, 2014 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. If there is a need for additional parking spaces in the future, the applicant shall revise the plan to provide additional parking stalls to meet their needs, subject to staff approval. The applicant shall provide an adequate number of electrical power stations in the parking lot for residents to use plug-in heaters since there will not be any underground parking.
5. The applicant shall comply with the conditions stated in the engineering report dated June 4, 2014.
6. The applicant shall comply with the requirements of the city's building official, assistant fire chief and health officer.
7. This permit allows 115 senior housing units consisting of assisted living and memory care units. Minor changes to this unit count may be approved by staff.
8. The applicant shall work with the city engineer to provide a safe walkway across Southlawn Drive for their residents.
9. All costs to the city associated with retrieving memory-care residents that "walk-away" from the proposed seniors residence shall be paid by the applicant.

The Maplewood City Council _____ this resolution on _____, 2014.

VARIANCE RESOLUTION

WHEREAS, Albert Miller applied for a variance from the minimum unit size requirements for multi-family housing developments. Mr. Miller is requesting that the minimum size of memory-care living units in his proposed senior housing facility start at 312 square feet in area;

WHEARAS, city ordinance requires a minimum multi-family unit size of 580 square feet;

WHEREAS, this variance applies to the property at 3030 Southlawn Drive. The property identification number for this property is:

022922220010

WHEREAS, the history of this variance is as follows:

1. The planning commission held a public hearing on June 17, 2014. City staff published a notice in the Maplewood Review and sent notices to the surrounding property owners as required by law. The planning commission gave everyone at the hearing an opportunity to speak and present written statements. The planning commission also considered reports and recommendations from the city staff. The planning commission recommended that the city council approve this variance.
2. On _____, the city council considered the recommendations of city staff and the planning commission and the testimony of persons present at the meeting.

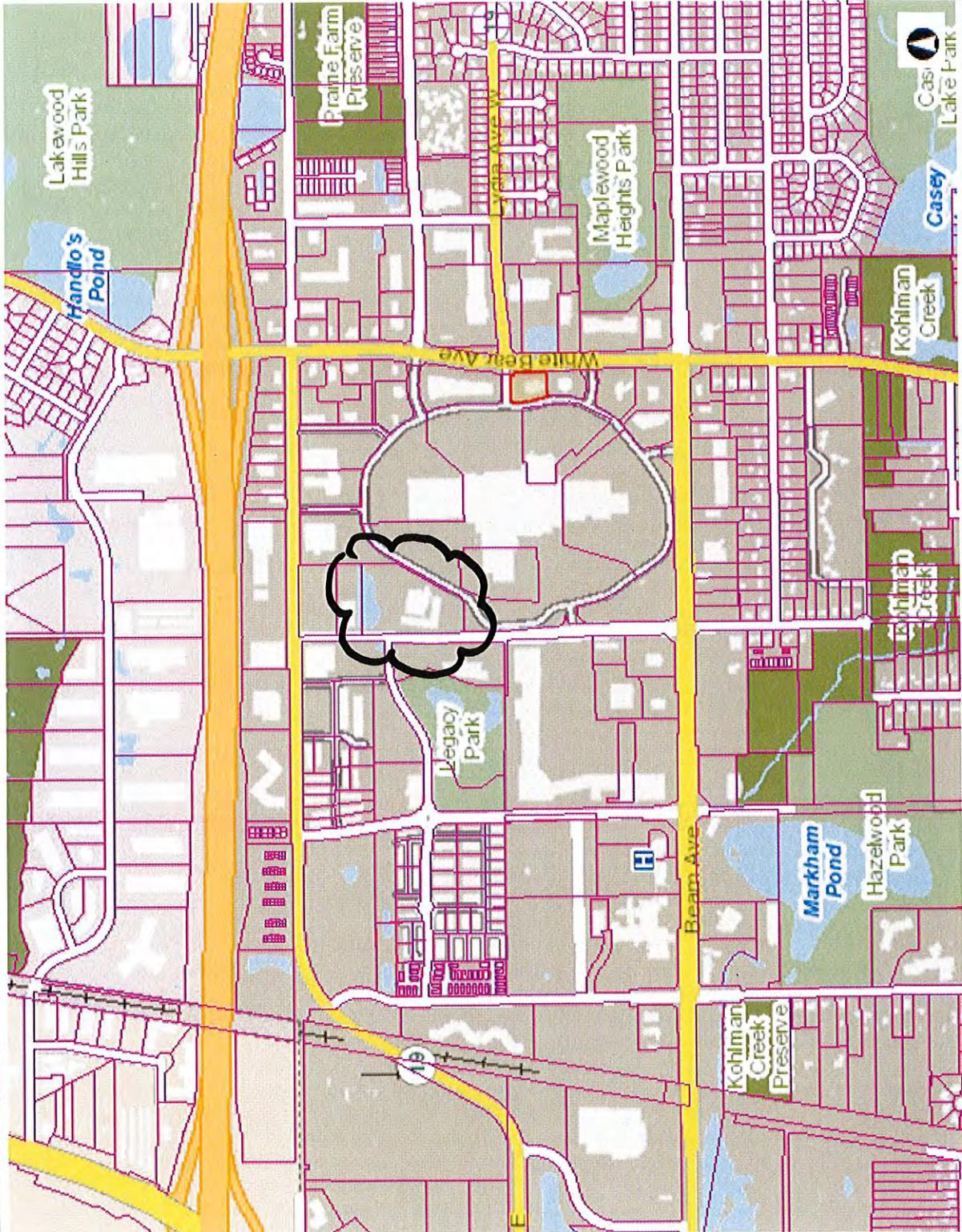
NOW, THEREFORE, BE IT RESOLVED that the city council _____ the above-described variances since:

1. Memory-care housing facilities do not require the amount floor area that would be needed for typical multi-housing developments. Therefore, smaller unit sizes would be in harmony with the general purposes of the zoning requirements based on the industry standards for such housing.
2. The proposed assisted-living and memory-care seniors housing facility would be consistent with the comprehensive plan since the Plan encourages the city to provide life-cycle housing for its residents.
3. The proposed unit sizes for memory-care units is reasonable since the city ordinance does not accommodate or address living-quarter sizes for senior citizen housing or special needs housing such as for memory-care residents. The city's requirements for studio or one-bedroom housing units are excessive for those with intensive-care or memory-care housing needs.

The Maplewood City Council _____ this resolution on _____, 2014.



Location Map



NAD_1983_HARN_Adj_MN_Ramsey_Feet
 © Ramsey County Enterprise GIS Division

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

Notes

Enter Map Description

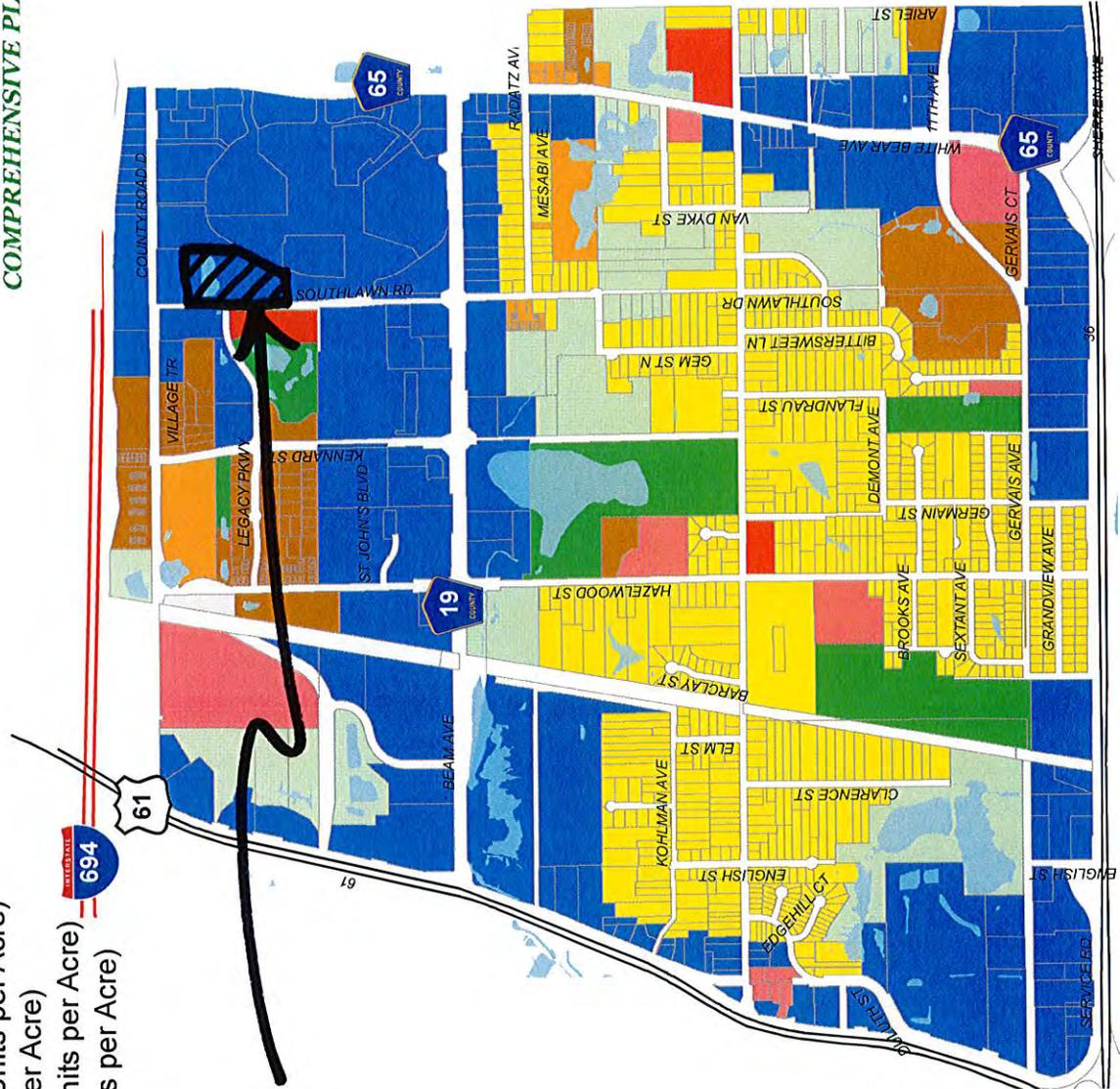
CITY OF MAPLEWOOD
2030
 COMPREHENSIVE PLAN

Hazelwood - Future Land Use Map

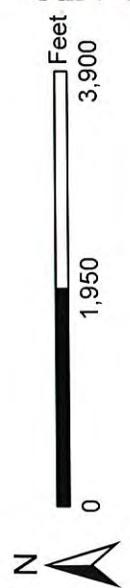
-  Rural/ Low Density Residential (0.5 - 1.5 Units per Acre)
-  Low Density Residential (2.6 - 6.0 Units per Acre)
-  Medium Density Residential (6.1 - 10.0 Units per Acre)
-  High Density Residential (10.1 - 25.0 Units per Acre)
-  Mixed Use (6.0 - 31.0 Units per Acre)

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

Neighborhoods
 January 25, 2010

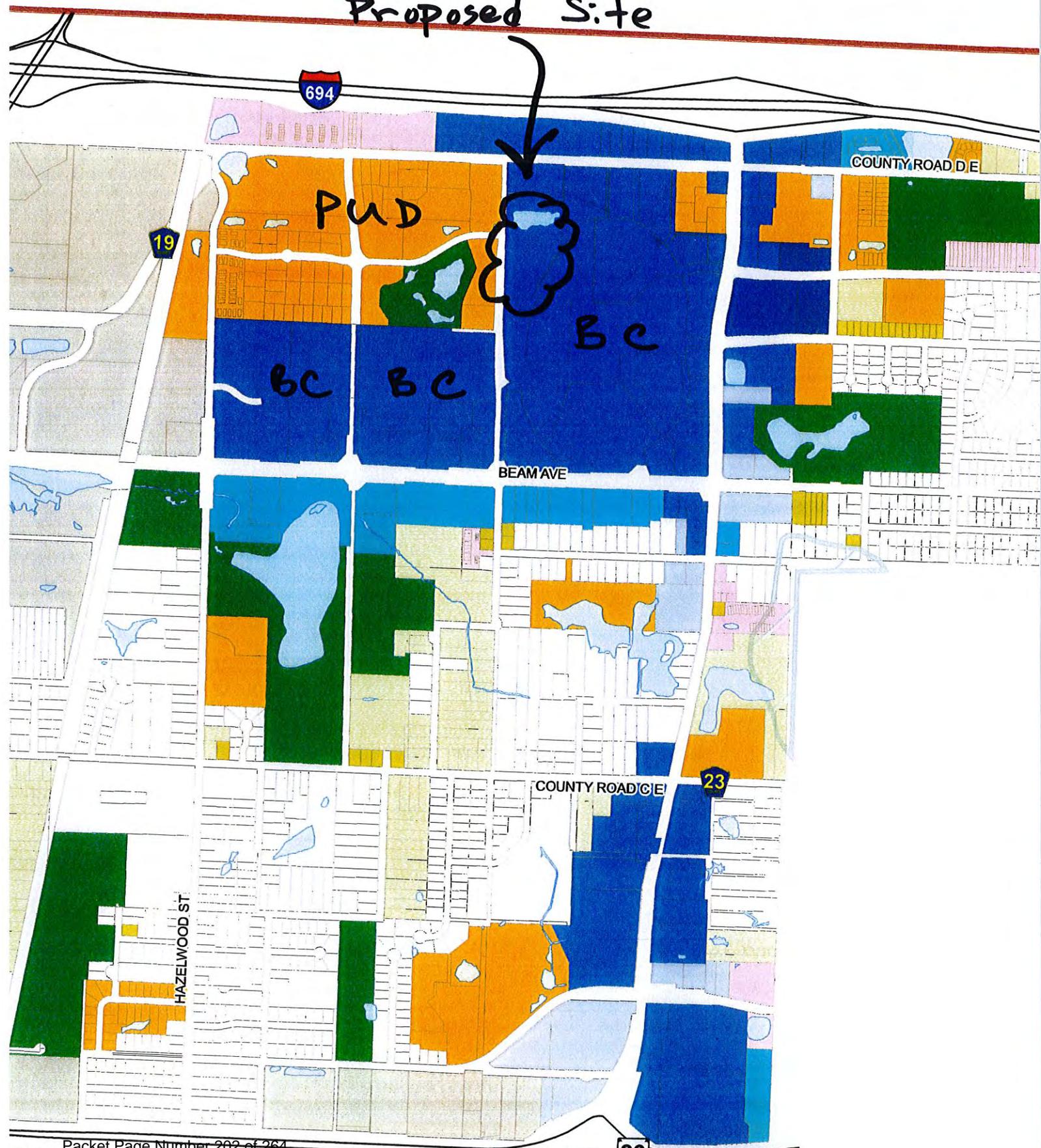


Proposed site



ZONING MAP

Proposed Site



Maplewood Hotel Conversion



Date:
May 19, 2014
Reference:
Maplewood Hotel Conversion
Attention:
City of Maplewood

Project Narrative

The proposed project would convert the existing Day's Inn hotel at 3030 Southlawn Drive in Maplewood, Minnesota into an Assisted Living Facility and Memory Care Facility. The project includes both the one story restaurant and two story hotel, and would convert 120 hotel rooms into approximately 115 Studio and One bedroom units. The scope of work includes both interior and Exterior Improvements.

The plan is to utilize the existing hotel layout but transform certain spaces to accommodate the facilities new use. Amenities include Library, Spa, Fitness Center, Activity Space, Dining Room, and Lounges. Interior improvements also include new finishes and elevators with updates to restrooms, lighting, sprinkler system, and mechanical units. Lastly, the existing pool will be removed from the building to make room for additional units and common space.

On the Exterior, the building will be re-roofed and painted. Repairs to both the building's envelope and the retaining walls around the building will improve and prepare them for a second life. Also, The project calls to remove of a significant amount of asphalt parking lot due to a low demand for parking stalls since most residents do not drive. In place of the parking lot, landscape elements like grass, plants, and trees will be added. Furthermore, all existing planter beds and courtyards will be refurbished and planted with new vegetation as outlined in the landscape plans.

Photometrics

We do not propose a change to the existing Exterior Lighting

Existing Trees

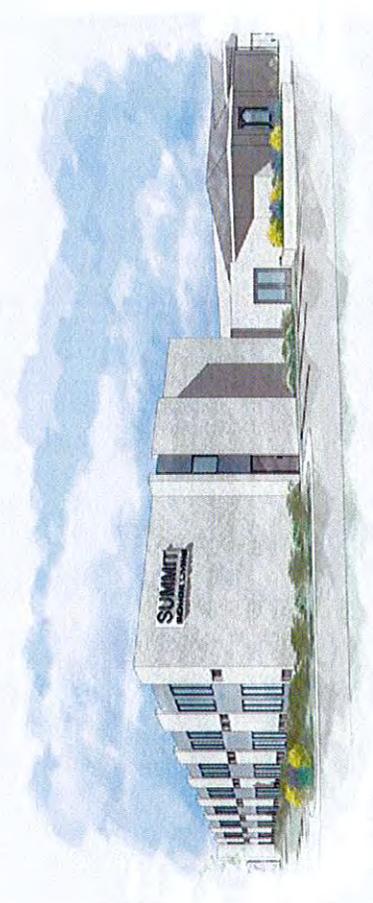
All healthy and established trees on the site shall remain.

Parking Variance

The project calls to remove of a significant amount of asphalt parking lot due to a low demand for parking stalls in an Assisted Living and Memory Care facility. The only need for parking would be for employees and visitors. After the proposed parking lot removal, there would be approximately 73 parking stalls remaining. According to the zoning, 2 Stalls are required for each housekeeping unit, one of which is enclosed. However, the project cannot

meet those requirements because there is no existing garage and the budget will not allow for one to be included. Therefore, we request an exception to reduce the parking as shown in the proposal because this type of Multi-family residence does not require as much as the zoning code requires.

Drawing Index	
Sheet Number	Sheet Name
A0.1	Area Map
A0.2	Birds Eye Views
A0.0	Title Page
S0	Survey
C0.0	Existing Conditions
C1.0	Removals Plan
C2.0	Site Plan
C3.0	Grading & Utility Plan
C4.0	Details
L1.0	Landscape Plan
L1.1	Landscape Plan Enlargements
L1.2	Landscape Plan Enlargements
SW1.0	Storm Water Pollution Prevention Plan (SWPPP) Master
A1.0	Architectural Site Plan
A1.1	First Floor Plan
A1.2	Second Floor Plan
A2.0	Elevations
A2.1	Existing Photos



Engineering Plan Review**PROJECT: Days Inn Conversion to Senior Facility – 3030 Southlawn Drive****PROJECT NO: 14-13****COMMENTS BY: Jon Jarosch, P.E. – Staff Engineer****DATE: 6-6-2014****PLAN SET: Engineering Plans dated 5-19-2014**

The Applicant is proposing to convert the existing Days Inn Hotel at 3030 Southlawn Drive into a senior facility. The proposed conversion is shown to disturb 1.6 acres of the site. The proposed removal of pavement on the site accounts for 1.5 of these disturbed acres. While the amount of disturbance on this site is greater than 0.5 acre, which typically requires the applicant to meet the City's storm water quality requirements, only 0.1 acres is being disturbed outside of the pavement removal areas. As pavement removal and replacement with green-space reduces the volume of runoff and improves its quality, it is staff's recommendation that areas converted to green-space be deducted from the disturbed area total. Therefore this project will not require the applicant to meet the City's storm water quality requirements. There is an overall reduction in impervious surfaces proposed on this site of 1.5 acres.

This review does not constitute a final review of the plans, as the applicant will need to submit construction documents for final review, along with ratified agreements, prior to issuing building and grading permits.

The following are engineering review comments on the design and act as conditions prior to issuing permits:

Drainage and Stormwater Management

- 1) The project shall be submitted to the Ramsey-Washington Metro Watershed District (RWMWD) for review. All conditions of RWMWD shall be met.
- 2) An emergency overland overflow shall be identified for the proposed low-point at the northwest corner of the parking lot. Adequate stabilization shall be provided.
- 3) CB-1 shall include a minimum 3-foot sump to capture sediment prior to discharge into the City's storm sewer system. For ease of maintenance and safety it is recommended that CB-1 is changed to a minimum 48-inch diameter manhole.
- 4) The applicant shall ensure all roof runoff is adequately directed away from the building.

- 5) Pipe sizing calculations shall be provided for the new pipe between CB-1 and the existing manhole along Southlawn Drive.
- 6) Details shall be provided for the curb cuts with rip-rap. These curb cuts shall include energy dissipation that adequately reduces runoff velocity and spreads flow to prevent downstream erosion. The owner shall be responsible for correcting any future erosion issues due to runoff from these curb-cuts.
- 7) A storm sewer connection permit is required for the connection to the existing manhole along Southlawn Drive.

Grading and Erosion Control

- 8) The existing entrance to the site off of Southlawn Drive has a sharp change in grade causing vehicles to bottom out when entering and exiting the site. This entrance shall be modified to prevent vehicles from bottoming out.
- 9) Inlet protection devices shall be installed on all existing and proposed onsite storm sewer. Additionally, storm sewer inlets along adjacent streets shall be protected throughout construction.
- 10) Adjacent streets that receive construction related sediments shall be swept as needed to keep the streets clear of sediment and construction debris.
- 11) All pedestrian facilities shall be ADA compliant.
- 12) A copy of the project SWPPP and NDPES Permit shall be submitted prior to the issuance of a grading permit.
- 13) A dedicated concrete washout area/method shall be provided per MPCA rules.
- 14) Stabilized construction entrances shall be placed at all entry/exit points to the site.

Sanitary Sewer and Water Service

- 15) It appears that no modifications to the existing sanitary sewer or water services are proposed. A full review of these items shall be required if modifications become necessary.
- 16) The applicant shall be responsible for paying any SAC, WAC, or PAC charges related to the improvements proposed with this project.

Other

- 17) All portions of Southlawn Drive or its right-of-way disturbed by the project shall be restored per the City of Maplewood's right-of-way ordinance. The owner shall submit for a right-of-way permit prior to any work commencing within the public right-of-way.
- 18) The applicant shall submit all necessary permit fees and letter of credit/escrow prior to the issuance of any permits.
- 19) The Owner shall satisfy the requirements of all permitting and reviewing agencies including (but not limited to) the MPCA and RWMWD.
- 20) The Owner shall sign a maintenance agreement, prepared by the City, for the sump manhole and curb-cuts with rip-rap.

- END COMMENTS -

**MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, JUNE 17, 2014**

5. PUBLIC HEARING

a. 7:00 p.m. or later: Approval of the following requests at 3030 Southlawn Drive:

- 1) **A conditional use permit to allow multi-family housing in a business commercial district at the Days Inn Building**
- 2) **A Parking Reduction for fewer parking spaces than required**
- 3) **A unit-size reduction variance**
 - i. Senior Planner, Tom Ekstrand gave the presentation and answered questions of the commission.
 - ii. Architect, Enrico Williams, Kaas Wilson Architects, 2104 - 4th Avenue South, Suite B, Minneapolis, addressed and answered questions of the commission.
 - iii. The applicant, Albert Miller, addressed and answered questions of the commission.
 - iv. Ben Delwick, Kaas Wilson Architects, 2104 - 4th Avenue South, Suite B, Minneapolis, addressed and answered questions of the commission.

Chairperson Desai opened the public hearing.

Nobody came forward to address the commission.

Chairperson Desai closed the public hearing.

Commissioner Trippler moved to approve a conditional use permit resolution to allow multi-family seniors housing in a BC zoning district. Approval is based on the findings required by ordinance and subject to the following conditions: **(additions or deletions to the conditions are underlined or in bold)**

1. All construction shall follow the site plan date-stamped June 2, 2014, 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. If there is a need for additional parking spaces in the future, the applicant shall revise the plan to provide additional parking stalls to meet their needs, subject to staff approval. **The applicant shall provide an adequate number of electrical power stations in the parking lot for residents to use plug-in engine heaters since there will not be any underground parking.**
5. The applicant shall comply with the conditions stated in the engineering report dated June 4, 2014.
6. The applicant shall comply with the requirements of the city's building official, assistant fire chief and health officer.
7. This permit allows 115 senior housing units consisting of assisted living and memory care units. Minor changes to this unit count may be approved by staff.

8. **The applicant shall work with the city engineer to provide a safe walkway across Southlawn Drive for their residents.**

9. **All costs to the city associated with retrieving memory-care residents that “walk-away” from the proposed seniors residence shall be paid by the applicant.**

Seconded by Commissioner Donofrio.

Ayes - All

The motion passed.

Commissioner Trippler moved approval of a parking waiver for fewer parking spaces than code requires, allowing 73 spaces. This proposal for 115 units of senior housing would require 230 parking spaces. The city finds that the proposed reduction to 73 parking spaces would be sufficient for this assisted-living and memory-care seniors housing facility since senior housing facilities do not require the amount of parking needed for typical multi-family housing needs. Should a parking shortage develop in the future, the applicant shall revise the plan to provide enough to meet their needs, subject to staff approval.

Seconded by Commissioner Ige.

Ayes - All

The motion passed.

Commissioner Trippler moved approval of a variance resolution to allow a living-unit size reduction. This variance allows memory-care living units beginning at 312 square feet. Code require a minimum of 580 square feet. This variance is based on the findings that:

1. Memory-care housing facilities do not require the amount floor area that would be needed for typical multi-housing developments. Therefore, smaller unit sizes would be in harmony with the general purposes of the zoning requirements based on the industry standards for such housing.
2. The proposed assisted-living and memory-care seniors housing facility would be consistent with the comprehensive plan since the Plan encourages the city to provide life-cycle housing for its residents.
3. The proposed unit sizes for memory-care units is reasonable since the city ordinance does not accommodate or address living-quarter sizes for senior citizen housing or special needs housing such as for memory-care residents. The city's requirements for studio or one-bedroom housing units are excessive for those with intensive-care or memory-care housing needs.

Seconded by Commissioner Ige.

Ayes - All

The motion passed.

This item goes to the city council July 14, 2014.

**MINUTES OF THE MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, JUNE 24, 2014**

1. DESIGN REVIEW

a. Approval of Design Plans to Convert Day's Inn Building into Senior Housing, 3030 Southlawn Drive

- i. Planner, Michael Martin gave the report and answered questions of the board.
- ii. Architect, Ben Delwicke, Kaas Wilson Architect, 2104 4th Ave S, Ste B, Minneapolis, addressed and answered questions of the board.

Boardmember Kempe moved approval of a parking waiver for fewer parking spaces than code requires, allowing 73 spaces. This proposal for 115 units of senior housing would require 230 parking spaces. The city finds that the proposed reduction to 73 parking spaces would be sufficient for this assisted-living and memory-care seniors housing facility since senior housing facilities do not require the amount of parking needed for typical multi-family housing needs. Should a parking shortage develop in the future, the applicant shall revise the plan to provide enough to meet their needs, subject to staff approval.

Boardmember Kempe moved approval of the plans date-stamped June 2, 2014, for the Days Inn Hotel Conversion to senior housing. Approval is subject to the following conditions:

1. Approval of design plans is good for two years. If the applicant has not begun construction within two years, this design review shall be repeated. Staff may approve minor changes to these plans.
2. The applicant shall obtain a conditional use permit from the city council for the proposed housing facility in a BC (business commercial) zoning district.
3. The applicant shall complete the site improvements as proposed in the plans. This includes all landscaping, trash enclosure upgrades, retaining wall repair, building painting and parking lot and driveway changes and improvements.
4. After its removal, the old parking lot surface shall be restored to lawn and kept maintained and mowed.
5. The applicant shall comply with the conditions noted in the engineering report by Jon Jarosch dated June 4, 2014.
6. The applicant shall comply with all requirements of the city's building official, assistant fire chief and health officer.
7. The applicant shall obtain approval of a parking waiver from the city council before beginning this project.
8. The applicant shall provide an irrevocable letter of credit or cash escrow in the amount of 150 percent of the cost of installing the landscaping, before betting a building permit.

Seconded by Boardmember Shankar.

Ayes – All

The motion passed. This item goes to the city council July 14, 2014.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Tom Ekstrand, Senior Planner
Steven Love, Assistant City Engineer

DATE: July 2, 2014

SUBJECT: Approval of the Maekloth Addition Preliminary Plat and Final Plat, Hazelwood Street and County Road D East

Introduction

The City of Maplewood is requesting approval of the preliminary plat and final plat for a 1.9 acre parcel called the Maekloth Addition. The City of Maplewood owns this parcel and is presently marketing it for sale for commercial development.

Background

The city acquired this land as a result of the construction project to realign County Road D and the County Road D/Hazelwood Street intersection. These realignments were to create a safer intersection but resulted in excess Hazelwood Street right-of-way.

On April 11, 2011, the city council vacated the excess Hazelwood Street right-of-way.

On March 10, 2014, the city council vacated a remaining right-of-way easement which covered the subject property. Refer to the attached 2011 right-of-way vacation detail.

The subject property is planned for I (industrial) use and zoned M1 (light manufacturing). Both allow commercial or light industrial development. The site is accessed from Hazelwood Street and sanitary sewer and public water mains are available.

Discussion

The above vacation approvals by the city council "cleaned-up" the property allowing for the drafting of the Maekloth Addition plat by staff.

Staff has worked with Ramsey County on the creation of this plat, which has approved the Maekloth Addition both as a preliminary plat and as a final plat. Once the city council approves this final plat it may be recorded with Ramsey County.

Commission Actions

June 17, 2014: The planning commission recommended approval of the preliminary and final plat.

Budget Impact

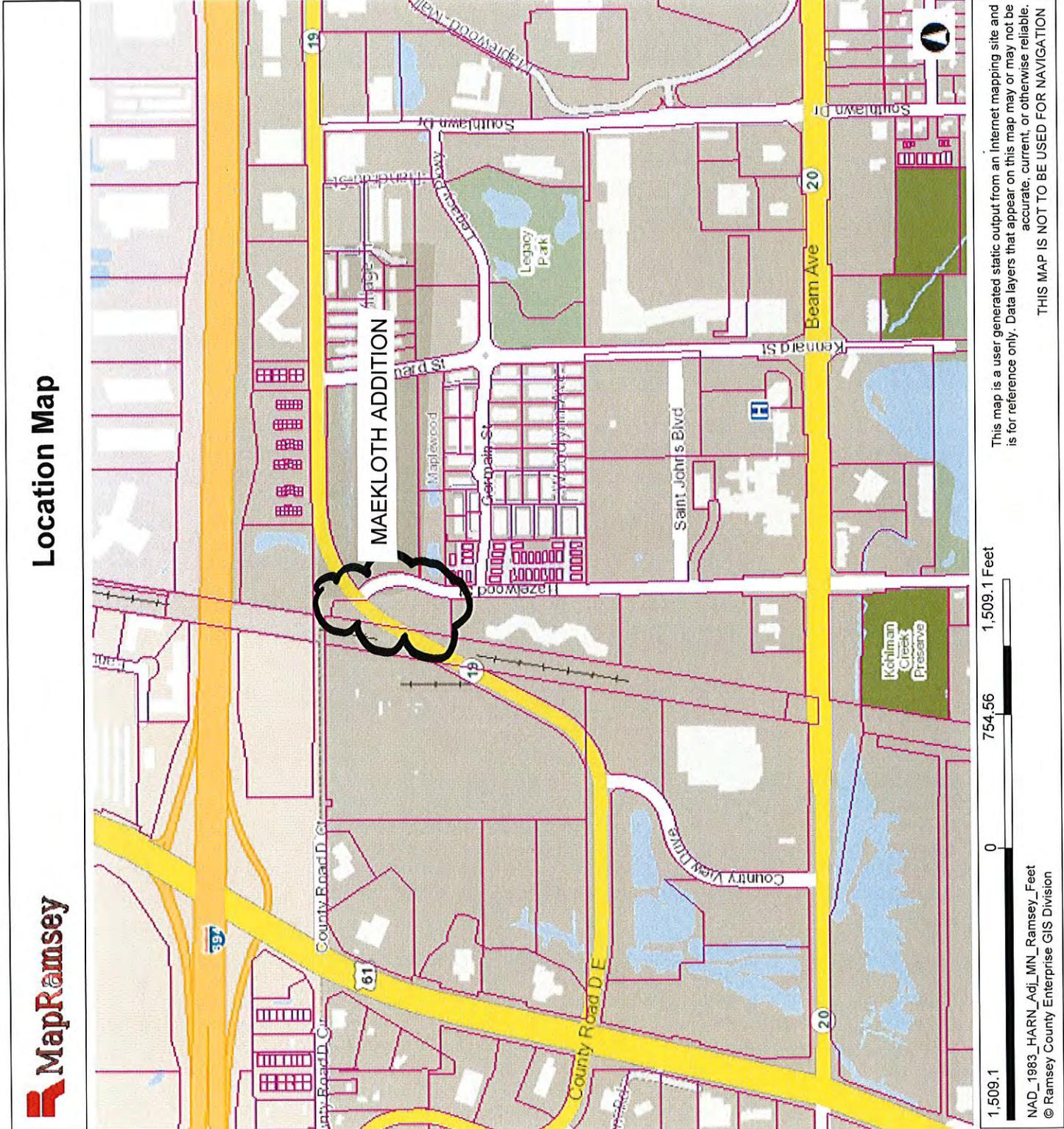
None.

Recommendation

Approve the preliminary plat and the final plat for the Maekloth Addition, located at the southwest corner of County Road D East and Hazelwood Street.

Attachments

1. Location Map
2. Land Use Plan Map
3. Zoning Map
4. Maekloth Addition Preliminary/Final Plat
5. 2011 Right-of-Way Vacation
6. Planning Commission Minutes dated June 17, 2014



Location Map



Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

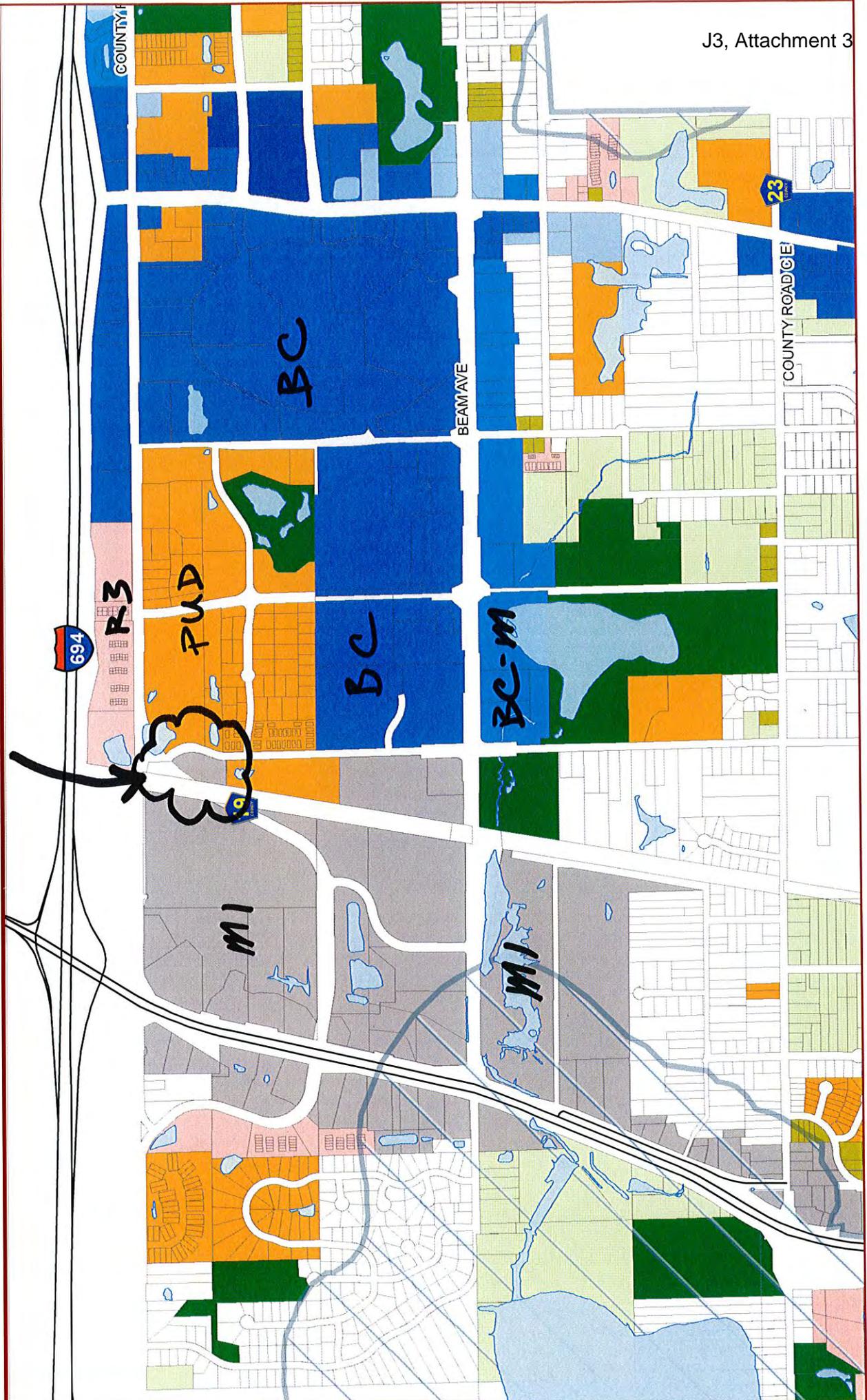
Notes

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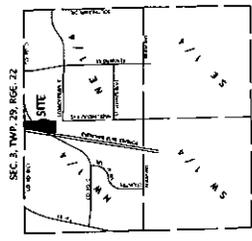
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MAEKLOTH ADDITION
ZONED M1 (LIGHT MANUFACTURING)



ZONING MAP

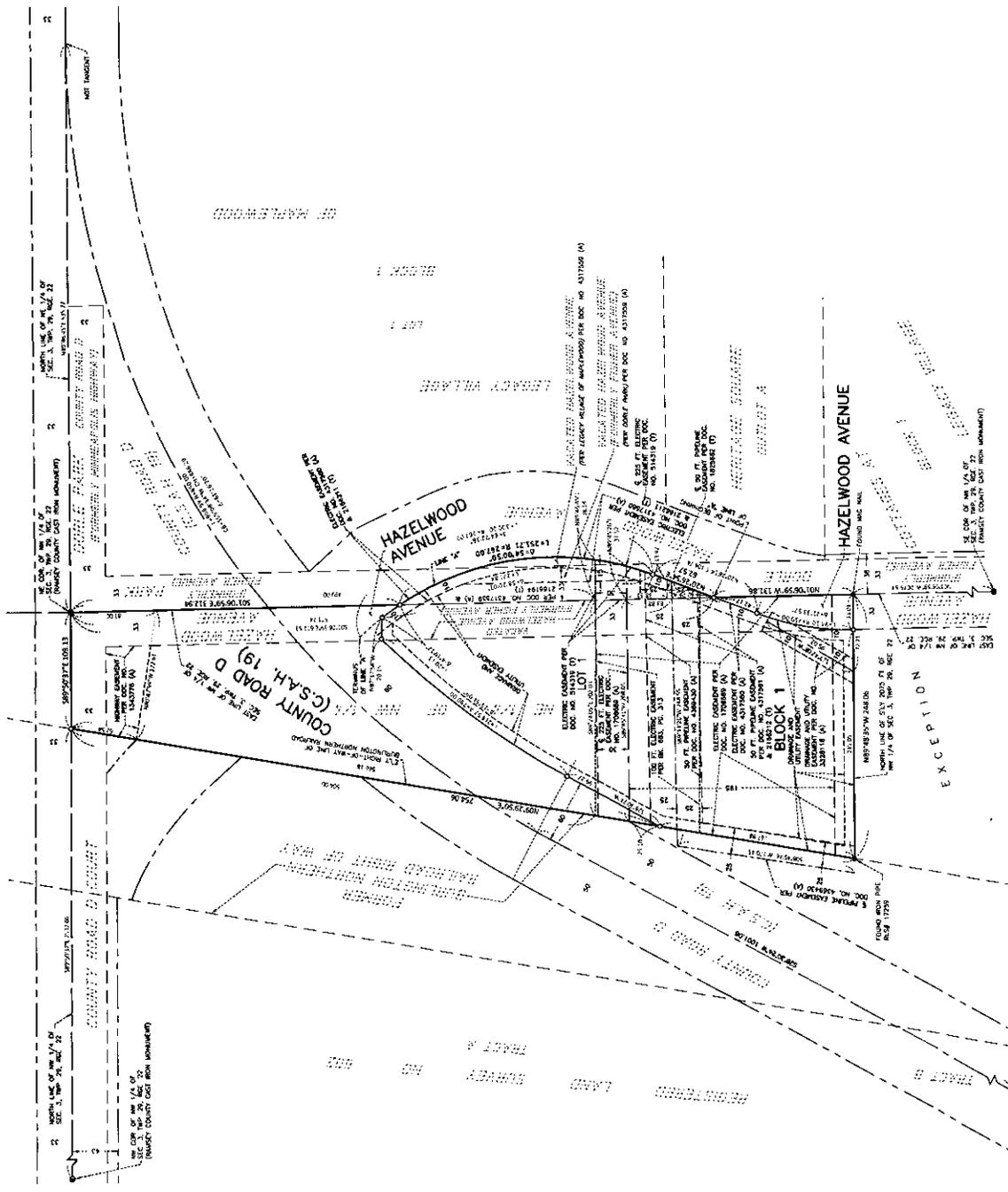
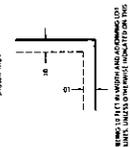
MAEKLOTH ADDITION



BEARING OBSERVATION OF THIS PLAT IS BASED UPON THE NORTH LINE OF THE NW 1/4 OF SECTION 3, TOWNSHIP 29, RANGE 22, WHICH HAS AN ASSUMED BEARING OF S89°50'37\"/>

LEGEND

- DIRECTLY 127' 100' FT. EASEMENT FROM MONUMENT
- 51' AND 100' EASEMENTS TO 100'
- 50' EASEMENT TO 100' FROM MONUMENT FOUND AND MARKED BY SURVEY NO. 1275, UNASSISTED SURVEY
- 50' EASEMENT TO 100' FROM MONUMENT FOUND
- IMPACT DOCUMENT (FORMER EASEMENT)
- 100' EASEMENT (PRESENTATION OF 100')
- 50' EASEMENT LINE



THE PLAT PREPARED BY EDLTON & LEWIS, INC. SHEET 2 OF 2 SHEETS

March 10, 2014
Proposed Right-of-Way
Easement Vacation Area

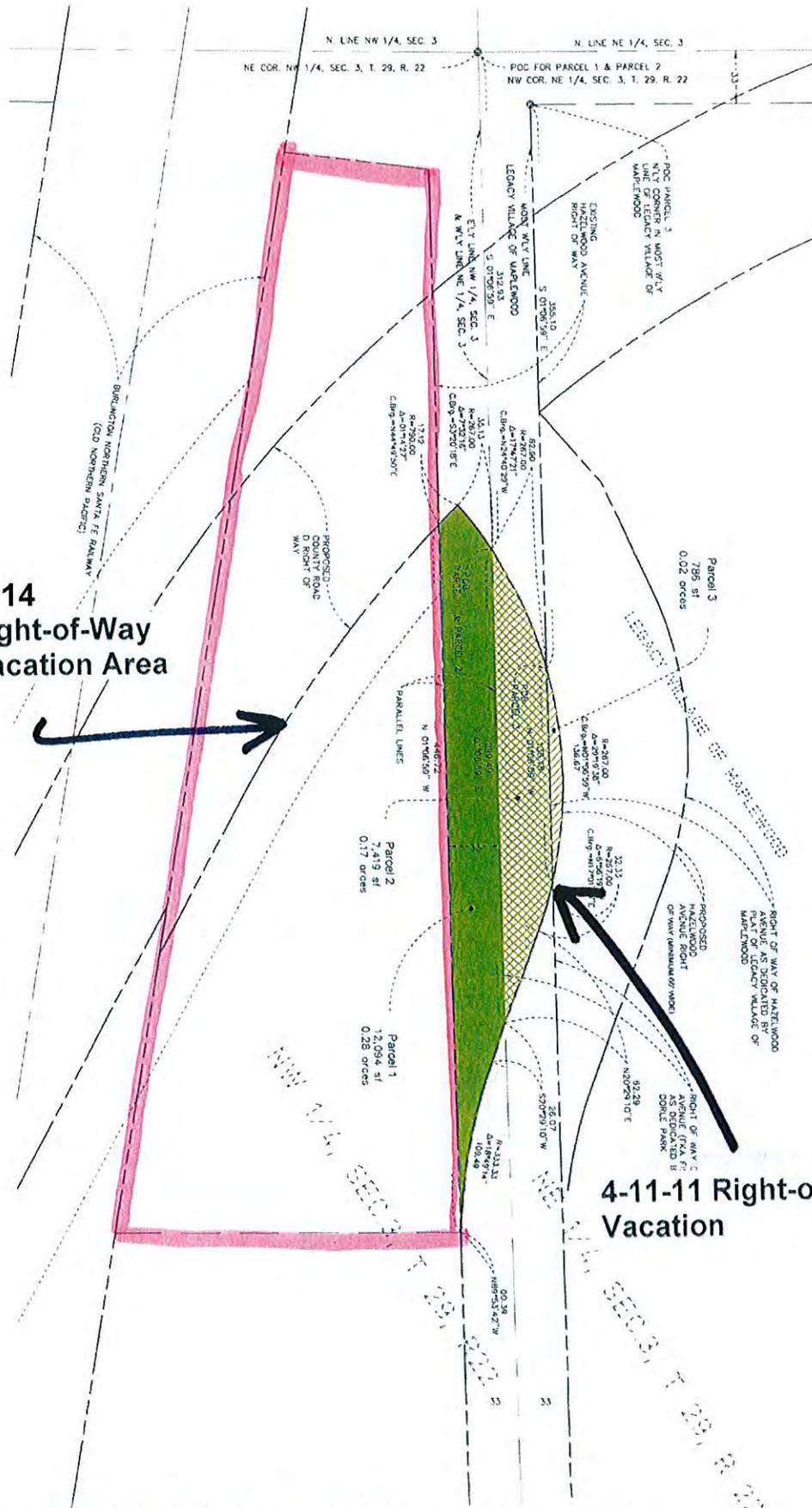


4-11-11 Right-of-Way
Vacation



2011 Right-of-Way Vacation

Hazelwood Street
Right-of-Way Vacation
Exhibit 1



DRAFT
MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, JUNE 17, 2014

a. 7:00 p.m. or later: Approval of the Maekloth Addition Preliminary Plan and Final Plat, Hazelwood Street and County Road D East

- i. Senior Planner, Tom Ekstrand gave the presentation and answered questions of the commission.

Chairperson Desai opened the public hearing.

Nobody came forward to address the commission.

Chairperson Desai closed the public hearing.

Commissioner Tripler moved to approve the preliminary plat and the final plat for the Maekloth Addition, located at the southwest corner of County Road D East and Hazelwood Street.

Seconded by Commissioner Kempe.

Ayes - All

The motion passed.

This item goes to the city council July 14, 2014.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Tom Ekstrand, Senior Planner

DATE: July 2, 2014

SUBJECT: Approval of the Following at 1081 Highway 36 for Chuck Whitaker:

A. A Conditional Use Permit for Used-Car Sales
B. A Variance for Used-Car Sales Closer than 350 Feet to a Residential District

Introduction

Chuck Whitaker, of Whitaker Buick GMC Company, is proposing to lease space at 1081 Highway 36 to sell upper-end used cars. He proposes to park his 40 to 60 car vehicle inventory indoors. Refer to Mr. Whitaker's narrative. (Mr. Whitaker's narrative mentions that he would have two service bays for minor repairs. He no longer proposes to do this since he can have these repairs performed at his other dealerships.)

Requests

Mr. Whitaker is requesting the following approvals:

- A conditional use permit for used car sales
- A variance for used car sales closer than 350 feet to a residential district

Refer to the attachments.

Discussion**CUP Consideration**

Staff must evaluate this proposal according to the guidelines in the CUP ordinance.

CUP Findings for Approval

The zoning ordinance requires that the city council find that all nine "standards" for CUP approval be met to allow a CUP. These standards for approval are:

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.

The proposed used-car sales business would comply with these criteria. Since the cars would be kept indoors, staff does not feel that there would be any impact on the area.

Proposed Paving

The applicant proposes to pave the area behind his rental space. The adjacent area behind Hirshfield's is also graveled and in poor condition. Staff recommends the abutting area behind Hirshfield's cleaned-up and paved as well for improved aesthetics and uniformity to improve the appearance of the north side of this property.

Variance for Used-Car Sales Closer than 350 Feet to a Residential District

The applicant's proposed business would be 190 feet from the closest part of a residential lot to the north. The closest home with a residential zoning would be 380 feet away. There is a home on M1 (light manufacturing) property across the street to the north at 1041 Gervais Avenue. Staff does not see any negative impact to the neighborhood since the applicant would park his cars inside the building. The applicant should, however, be mindful of this close neighbor and not cause any undue noise of activities during business hours.

State law requires that variances shall only be permitted when they are found to be:

- (1) In harmony with the general purposes and intent of the official control;
- (2) Consistent with the comprehensive plan;

- (3) When there are practical difficulties in complying with the official control. "Practical difficulties" means that the property owner proposes to use the property in a reasonable manner not permitted by an official control. The plight of the landowner is due to circumstances unique to the property not created by the landowner and the variance, if granted, will not alter the essential character of the locality.

The proposed variance would be in harmony with the intent of the ordinance. With a 350 foot separation from a residential property, the code attempts to buffer auto sales activities from residents. In this case, there would be no outdoor car sales or displays, so staff sees no concern in this instance. The use would also be consistent with the comprehensive plan since it is classified commercial and auto sales are a commercial activity.

The existing building is closer than 350 feet to the nearest residentially zoned property. This is nothing the applicant can control. It is just a fact of building proximity. This "practical difficulty" is being addressed by the applicant by his plans to operate his used-car sales business inside the building. Other than test drives, there would be no impact on the neighborhood. The residential district to the north, furthermore, is almost fully screened by mature trees from this commercial property.

Department Comments

Building Official

Nick Carver, the building official, stated that this is considered a "change in use" and basically all current code requirements must be included with their design. Architectural, mechanical, plumbing and accessibility requirements must be met.

Engineering

Jon Jarosch, staff engineer, commented that it appears that the majority of the proposed work is interior in nature. The exterior improvements are limited to a minor area of pavement replacement. The applicant shall obtain a permit from the City of Maplewood prior to the replacement of this paved area. If the proposal changes and additional exterior improvements are proposed, the project will require additional review.

Fire Marshal

Any automobile maintenance must be in accordance with proper auto-repair licensing requirements. All fire code requirements must be met.

Police

No issues noted.

Commission Actions

July 1, 2014: The planning commission recommended approval of the CUP and variance. The planning commission added the following CUP conditions based on the discussion and comments from a nearby resident concerned with traffic increase:

- The permitted hours of retail operation shall be Monday through Thursday 9 a.m. to 8 p.m. and Friday and Saturday 9 a.m. to 6 p.m.
- Test drives shall be limited to the frontage road with drives through the residential neighborhood strongly discouraged.

As a result of the planning commission's discussion, staff is also recommending the addition of the condition that vehicle deliveries and transport unloading shall be done on site and not along public streets.

Budget Impact

None.

Recommendation

- A. Approve the conditional use permit resolution to allow used-car sales at 1081 Highway 36. Approval is based on the findings required by ordinance and subject to the following conditions:
1. All construction shall follow the plans date-stamped June 11, 2014, 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 after review and good-cause is shown.
 3. The city council shall review this permit in one year.
 4. This permit requires that cars for sale be kept indoors as proposed.
 5. Any signs shall be installed in accordance with the Maplewood Sign Ordinance.
 6. The applicant shall pave the area behind the building to eliminate the graveled parking and driveway surfaces. The property owner shall also do the same in the area behind Hirshfield's at the same time to clean up the site.
 7. The permitted hours of retail operation shall be Monday through Thursday 9 a.m. to 8 p.m. and Friday and Saturday 9 a.m. to 6 p.m.
 8. Test drives shall be limited to the frontage road with drives through the residential neighborhood strongly discouraged.
 9. Vehicle deliveries and transport unloading shall be done on site and not along public streets.

- B. Approve of the variance resolution for the proposed Whitaker used car sales business to be less than 350 feet from a residential district. The proposed use would be 190 feet away. This variance approval is based on the following findings:
1. The proposed variance would be in harmony with the intent of the ordinance. With a 350 foot separation from a residential property, the code attempts to buffer auto sales activities from residents. In this case, there would be no outdoor car sales or displays, to eliminate any neighborhood impact.
 2. The use would be consistent with the comprehensive plan since it is classified commercial and auto sales are a commercial activity.
 3. There are practical difficulties in complying with the ordinance. The existing building is closer than 350 feet to the nearest residentially zoned property. This proximity is nothing the applicant can control. This “practical difficulty” is being addressed by the applicant by operating his used car sales business inside the building. Other than test drives, there would be no impact on the neighborhood. The residential district to the north, furthermore, is almost fully screened by mature trees from this commercial property.

Reference Information

Site Description

Site size: 2.19 acres

Existing land use: Various commercial uses including Hirshfield's, Evolution Pet Foods and Valve Check

Surrounding Land Uses

North: A single dwelling on M1 (light manufacturing) property and K&W Rolloffs
 South: Highway 36 and Keller Park
 East: South Metro Human Services
 West: Commercial businesses

Planning

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

Code Requirement

Sections 44-512 (5) requires a CUP for the sale or leasing of used motor vehicles. Also, used car sales must be at least 350 feet from a residential district.

Findings for CUP Approval

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

Variance Findings

All variances must follow the requirements provided in Minnesota State Statutes. State law requires that variances shall only be permitted when they are found to be:

- In harmony with the general purposes and intent of the official control
- Consistent with the comprehensive plan
- When there are practical difficulties in complying with the official control. "Practical difficulties" means that the property owner proposes to use the property in a reasonable manner not permitted by an official control. The plight of the landowner is due to circumstances unique to the property not created by the landowner and the variance, if granted, will not alter the essential character of the locality.

Application Date

The application for this request was complete on June 11, 2014. State law requires that the city decide on these applications within 60 days. The deadline for city council action is August 10, 2014.

Attachments

1. Conditional Use Permit Resolution
2. Variance Resolution
3. Location Map
4. Land Use Plan Map
5. Zoning Map
6. Aerial Photograph
7. Applicant's Letter of Request date-stamped June 11, 2014
8. Applicant's Floor Plan date-stamped June 11, 2014

p:\sec9\1081 Highway 36_Whitaker CUP for used car sales\Whitaker used car sales CC report 7
14 te

CONDITIONAL USE PERMIT RESOLUTION

WHEREAS, Chuck Whitaker, of Whitaker Buick GMC Co., has applied for a conditional use permit be allowed to sell used automobiles at 1081 Highway 36.

WHEREAS, Sections 44-512 (5) of the city ordinances requires a conditional use permit for used car sales in a M1 (light manufacturing) zoning district.

WHEREAS, this permit applies to the property located at 1081 Highway 36. The property identification number of this property is:

092922310001

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

1. On July 1, 2014, 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 _____, 2014, 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. 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 plans date-stamped June 11, 2014, 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 after review and good-cause is shown.
3. The city council shall review this permit in one year.
4. This permit requires that cars for sale be kept indoors as proposed.
5. Any signs shall be installed in accordance with the Maplewood Sign Ordinance.
6. The applicant shall pave the area behind the building to eliminate the graveled parking and driveway surfaces. The property owner shall also do the same in the area behind Hirshfield's at the same time to clean up the site.
7. The permitted hours of retail operation shall be Monday through Thursday 9 a.m. to 8 p.m. and Friday and Saturday 9 a.m. to 6 p.m.
8. Test drives shall be limited to the frontage road with drives through the residential neighborhood strongly discouraged.
9. Vehicle deliveries and transport unloading shall be done on site and not along public streets.

The Maplewood City Council _____ this resolution on _____, 2014.

VARIANCE RESOLUTION

WHEREAS, Chuck Whitaker, of Whitaker Buick GMC Co., has applied for a variance to be allowed to operate a used car sales business closer than 350 feet to a residential zoning district.

WHEREAS, this variance applies to the property at 1081 Highway 36. The property identification numbers for this property is:

092922310001

WHEREAS, Sections 44-512 (5) of the city ordinances requires that used car sales businesses be at least 350 feet from a residential district.

WHEREAS, the applicant's proposed use would be 190 feet from the nearest residential district.

WHEREAS, the history of this variance is as follows:

1. The planning commission held a public hearing on July 1, 2014. City staff published a notice in the Maplewood Review and sent notices to the surrounding property owners as required by law. The planning commission gave everyone at the hearing an opportunity to speak and present written statements. The council also considered reports and recommendations from the city staff. The planning commission recommended that the city council approve this variance.
2. On _____, the city council considered the recommendations of city staff and the planning commission and the testimony of persons present at the meeting.

NOW, THEREFORE, BE IT RESOLVED that the city council _____ the above-described variances since:

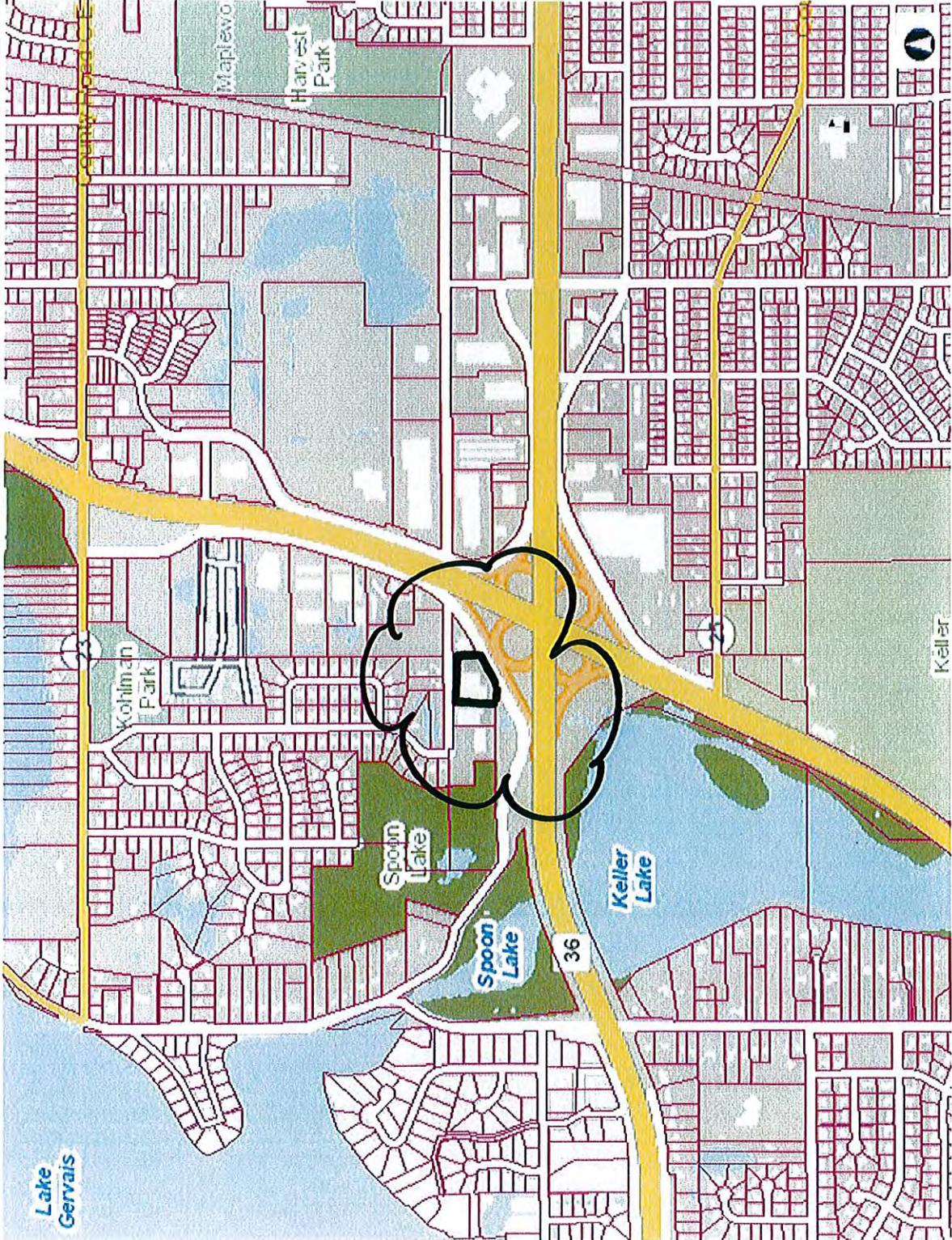
1. The proposed variance would be in harmony with the intent of the ordinance. With a 350 foot separation from a residential property, the code attempts to buffer auto sales activities from residents. In this case, there would be no outdoor car sales or displays, to eliminate any neighborhood impact.
2. The use would be consistent with the comprehensive plan since it is classified commercial and auto sales are a commercial activity.

3. There are practical difficulties in complying with the ordinance. The existing building is closer than 350 feet to the nearest residentially zoned property. This proximity is nothing the applicant can control. This “practical difficulty” is being addressed by the applicant by operating his used car sales business inside the building. Other than test drives, there would be no impact on the neighborhood. The residential district to the north, furthermore, is almost fully screened by mature trees from this commercial property.

The Maplewood City Council _____ this resolution on _____, 2014.



Location Map



2,106.1
1,053.07
0
2,106.1 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

Notes

Enter Map Description

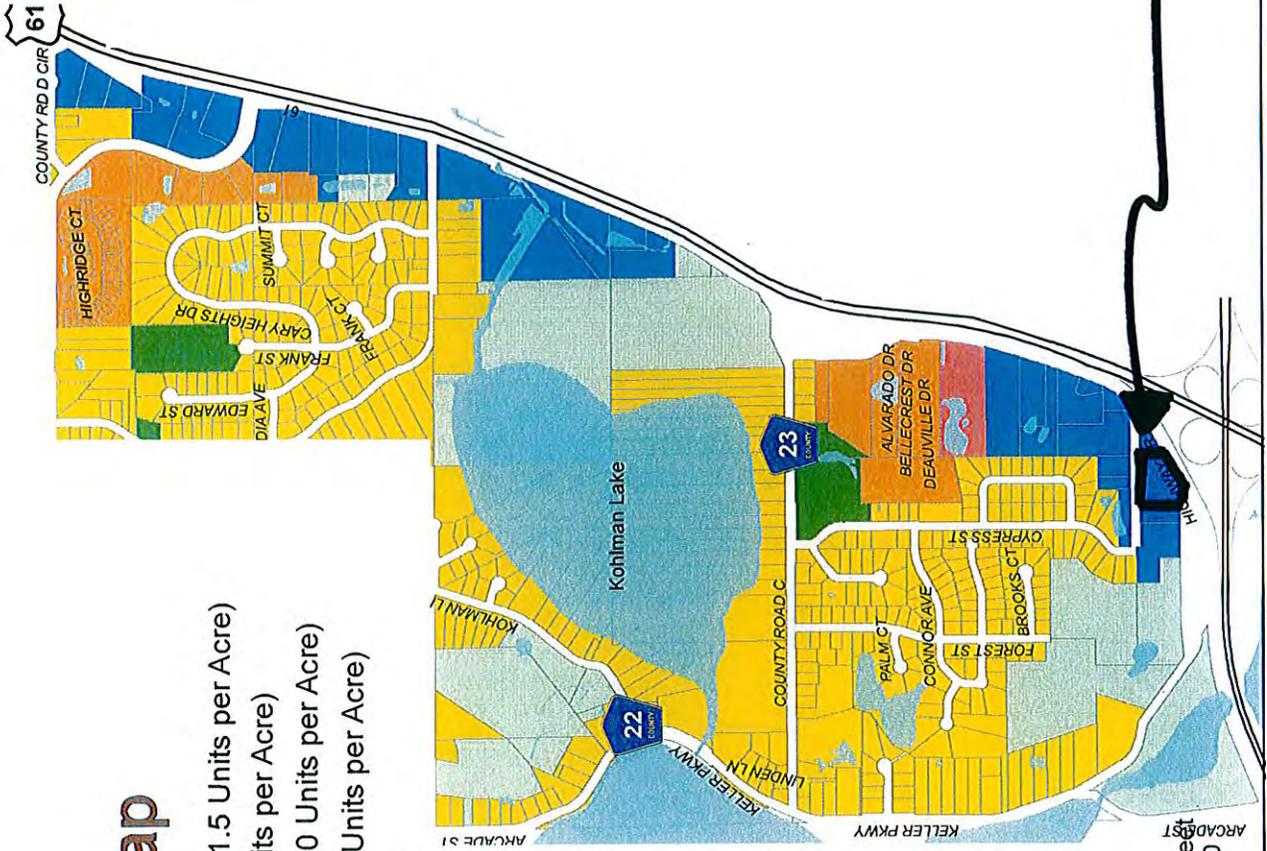
Kohlman Lake - Future Land Use Map

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)

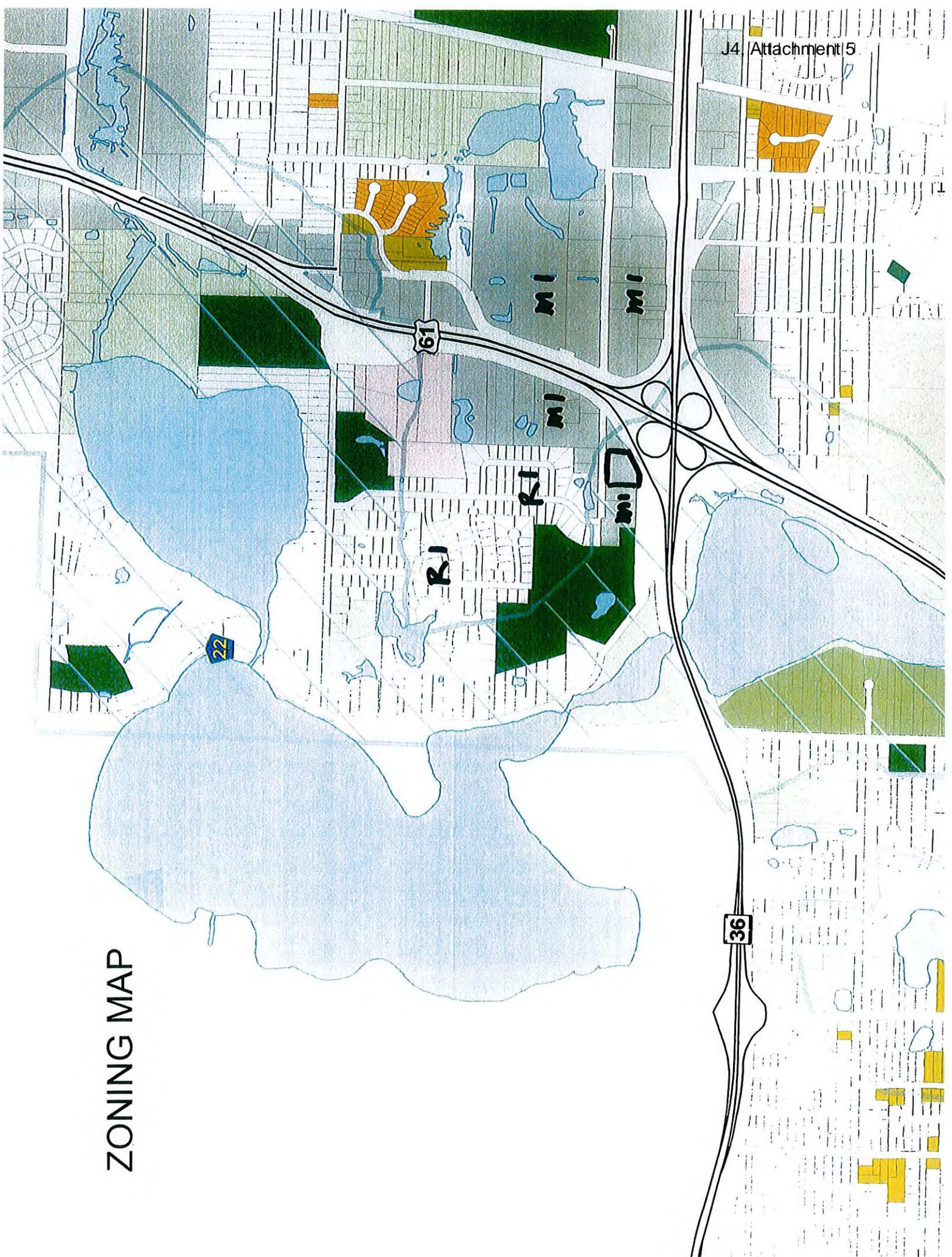
-  Commercial
-  Industrial
-  Government
-  Institutional
-  Park
-  Open Space
-  Water

Neighborhoods
January 25, 2010



SUBJECT PROPERTY

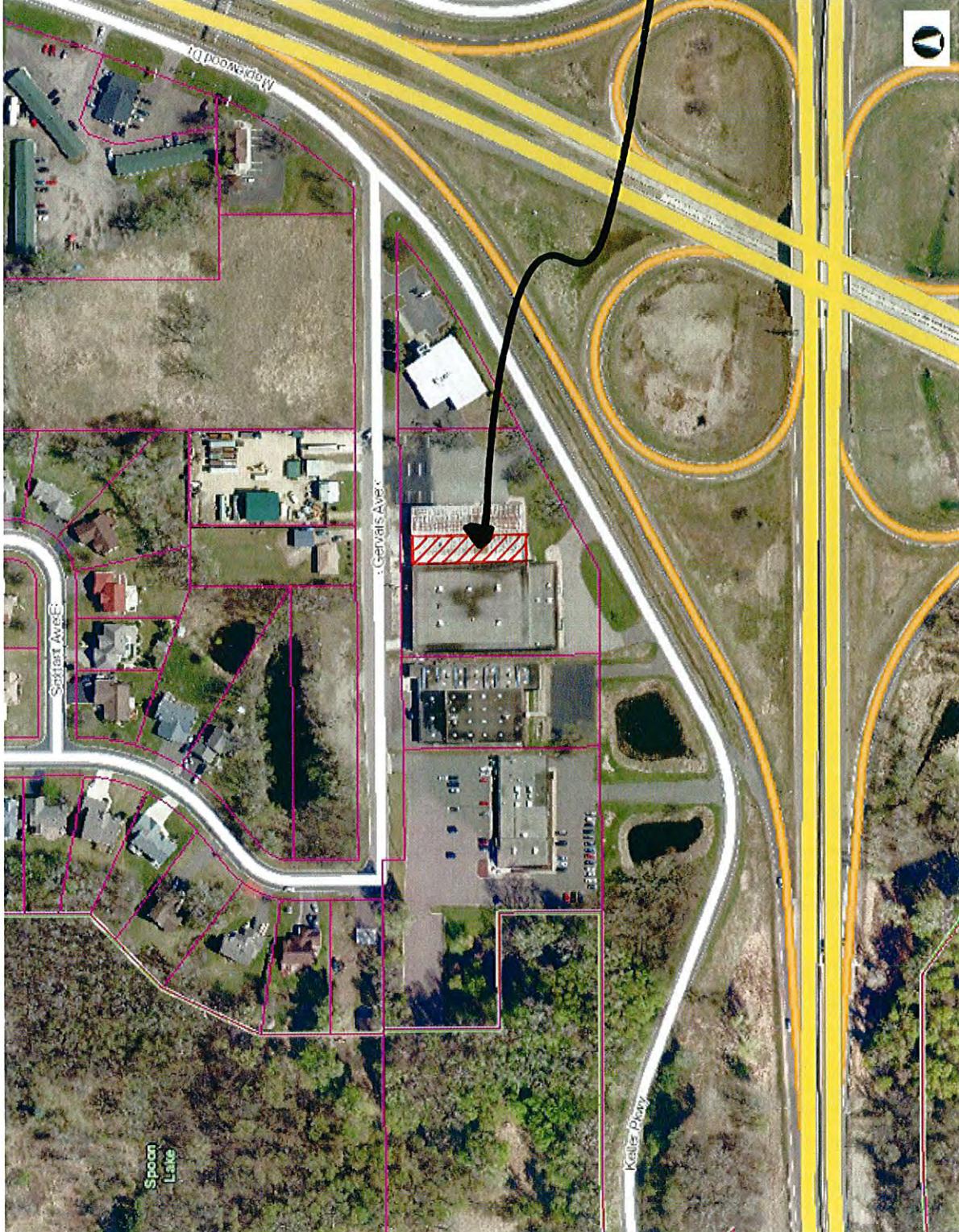
ZONING MAP



J4 Attachment 5

36

Aerial Photo for 1081 Highway 36



Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

Proposed Whitaker Location

Notes

Enter Map Description

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

452.7 Feet

226.37

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NAD_1983_HARN_Adj_MN_Ramsey_Feet
 © Ramsey County Enterprise GIS Division

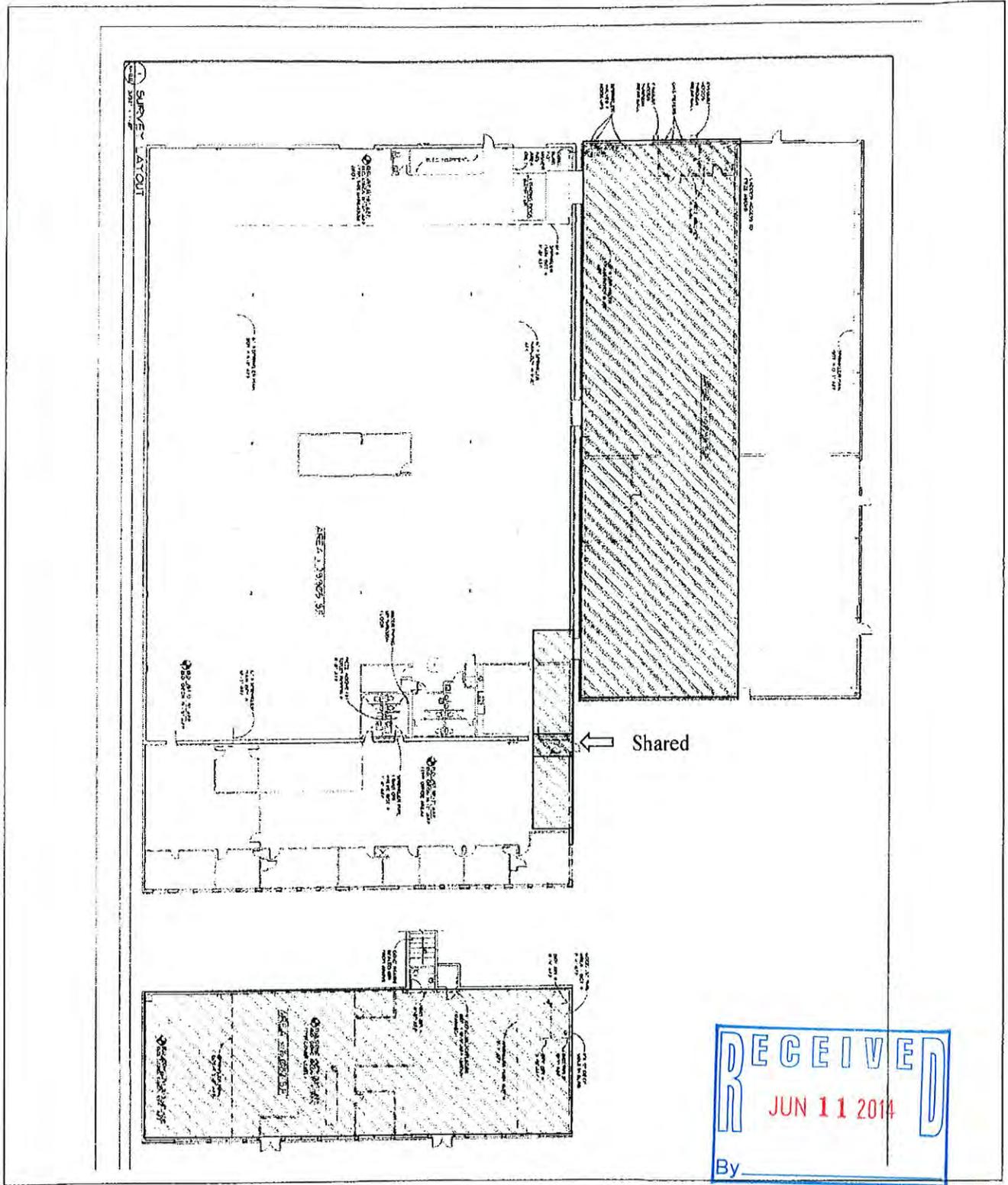
APPLICANT'S NARRATIVE

Hello- my name is Charles Whitaker and I am proposing leasing space in the building located at 1081 Highway 61 E., Maplewood, Mn, tax Id # is 09.29.2231.0001. I am proposing to use this commercial space to retail almost new and slightly used (current year to approximately 3 year old) cars. They will principally include Mercedes, Audi, BMW and other "high end" autos shown and sold "indoors" in a warehouse style environment. I will use the existing building that is present now, without any structural or ornamental changes to it other than updating asphalt, signage and painting interior to reflect an upscale atmosphere inside building. The approximately 15,000 square feet of indoor space will accommodate about 40-60 autos and two service bays for light repairs to inventory. I will be hiring about 5-10 employees who will oversee the sales and leasing of these late model autos. There are currently two other similar type operations in the Minneapolis area, Auto Source in Eden Prairie, and Pouquet Auto in St. Louis Park. Both operate with residences within 350 feet without any problems. Since this is an upscale retail operation, traffic would be less than a 'normal' used car operation where there are more people looking at lower priced models. Our average price of our products will be in the \$30,000 to \$40,000 range. I am a part of the Whitaker family of automotive dealerships and have operated several successful dealerships in the Twin Cities area for over 50 years. Our Buick GMC store in Forest Lake is the only auto dealership to have earned the Business Integrity award from the Minnesota Better Business Bureau. I think this business will in fact improve the area and attract other upscale type business's to the area as well improve tax base and provide good high paying new jobs to area.



EXHIBIT A

DEPICTION OF PREMISES



MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Michael Thompson, Director of Public Works/City Engineer
Steve Lukin, Fire Chief

DATE: July 8, 2014

SUBJECT: Approval of Terra General Contracting as Construction Manager, East Metro Public Safety Training Center, City Project 09-09

Introduction

The initial work under Phase 1 of the project is nearing completion and will be ready for training activities to begin in the second half of July. Training of the departments on the use of the gas burn props is scheduled for July 14, 2014.

As part of the 2014 bonding bill, the city (as the fiscal agent for the project) was awarded an additional \$1,650,000 to complete the remaining critical portions of Phase 1. Phase 1 work under this additional budget allocation will include completion of the commercial wing on the training tower building and training building and completion of paving within the training site.

The council will consider approving a professional services contract with Terra General Contracting (Terra) to serve as a construction manager for this work.

Background

The project Feasibility Study was accepted by the council back on May 14, 2012. Construction of utility extensions to the site (Bid Package 1) and soil correction work/mass grading (Bid Package 2) began in late 2012 and continued into 2013.

After rebidding a scaled back version of the burn building and tower structure due to escalated construction costs, the burn building and tower construction contract (Bid Package 5) was awarded in August 2013. The contract completion date for these buildings was March 1, 2014 for the burn building and May 30, 2014, for the tower. Substantial completion for Bid Package 5 was achieved on July 1, 2014 due to contractor delays.

The project Steering Committee and city's consultant, SEH, has reviewed options for completing the remaining work. Due in part to the construction climate in the area, and with Terra the general contractor on the Maplewood South Fire Station, the team recommends employing Terra as Construction Manager at Risk (CMAR). This takes advantage of their presence in the area on another Maplewood project and the economies of scale associated with that presence. The CMAR will take construction plans, which are being prepared by SEH, and secure construction contracts with contractors to deliver the remaining Phase 1 work. The CMAR will advertise for bids or obtain construction quotes for the work in accordance with the city policies. Prior to this step however the CMAR will establish a guaranteed maximum price (GMP).

Staff has obtained preliminary fee estimates from Terra and a second CM firm and determined that Terra's proposed fees of 4% of construction costs are reasonable and lower than the 5% proposed by the second firm. Terra has also proposed General Conditions cost of 5.17%, compared to the second firm's cost of 5.6%. Based on an estimated construction cost on the order of \$750,000 for this portion of the remaining Phase 1 work, Terra's project fee will be an estimated \$30,000 plus an estimated \$37,000 for the General Requirements.

PROJECT SCHEDULE

The schedule for the remaining Phase 1 work is to complete the construction documents in late July and begin advertising for bids on the major items (i.e., concrete pavement and precast concrete structures), in August 2014. The schedule will provide for commencing construction in the fall of 2014 and completion of the work in the winter of 2014-2015. The schedule will be refined to avoid conflicts with ongoing fire training operations at the facility. This work is scheduled to be completed by March 1, 2015.

Budget Impact

The original budget adopted in May 2012 for this Phase 1 project was \$4.335 million. Since that time additional revenues from transfers, additional SPRWS funding, MnDOT signal contributions total \$238,900. Thus it is anticipated an updated budget plan will be brought back to council to reflect these additional revenues and also additional expenses. The revised financing plan will also be adjusted to reflect the 2014 additional bonding bill allocation of \$1.65 million of which a portion is for the remaining Phase 1 commercial wing of the burn tower and additional burn liner and props.

In projecting total expenditures and revenues for both the initial Phase 1 work and the remaining Phase 1 work, the project is anticipated to be within budget. Prior to awarding construction work for the remaining Phase 1 of the project, an updated detailed budget plan will be brought to council for consideration. This is likely to occur on August 11, 2014.

Recommendation

The City Attorney has reviewed the agreement and it is recommended that the Council approve Terra General Contracting as Construction Manager for the East Metro Public Safety Training Center, City Project 09-09, and authorize the City Manager to execute the agreement with Terra. Furthermore, minor changes are hereby authorized as needed by the City Attorney.

Attachments

1. Construction Manager at Risk Agreement with Terra

AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the fifteenth day of July in the year 2014
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Maplewood
City Hall
1830 County Road B East
Maplewood MN 55109

and the Construction Manager:
(Name, legal status and address)

Terra General Contractors
21025 Commerce Blvd. Suite 1000
Rogers, MN 55374
Telephone Number: 763-463-0290

for the following Project:
(Name and address or location)

East Metro Public Safety Training Center
34th St. & Century Ave. N.
Maplewood, MN

The Architect:
(Name, legal status and address)

S.E.H. Inc.
3535 Vadnais Center Drive
St. Paul MN 55110-5196

The Owner's Designated Representative:
(Name, address and other information)

Michael Thompson
City Hall
1902 County Road B East
Maplewood MN 55109

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

The Construction Manager's Designated Representative:
(Name, address and other information)

Ben Newlin
Terra General Contractors
21025 Commerce Blvd. Suite 1000
Rogers, MN 55374
Telephone Number: 763-463-0290

The Architect's Designated Representative:
(Name, address and other information)

Ron Leaf
3535 Vadnais Center Drive
St. Paul MN 55110-5196

The Owner and Construction Manager agree as follows.

Provide construction management services for bidding and construction of the second phase of the East Metro Public Safety Training Center. The construction to include the 2-story addition to the Burn Tower, concrete paving and should budget allow, the Simulation Training building

TABLE OF ARTICLES

1 GENERAL PROVISIONS
 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
 3 OWNER'S RESPONSIBILITIES
 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
 6 COST OF THE WORK FOR CONSTRUCTION PHASE
 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
 8 INSURANCE AND BONDS
 9 DISPUTE RESOLUTION
 10 TERMINATION OR SUSPENSION
 11 MISCELLANEOUS PROVISIONS
 12 SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction

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Init.
/

Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The

Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

| Included in CM fee

| § 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within one (1) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

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§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

%

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee.

§ 5.1.1 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

4% of the construction cost plus general conditions at 5.17% of construction cost.

§ 5.1.2 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

§ 5.1.3 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

5%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed five percent (5 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

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§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs

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of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and

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amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 5 day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 5 day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those

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payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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14

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 7.2.2 The Owner’s auditors will review and report in writing on the Construction Manager’s final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner’s auditors report to be substantiated by the Construction Manager’s final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner’s auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 7.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner’s request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance Bond	Contract Total Amount
Payment Bond	Contract Total Amount
Insurance	Coverage Types and Amounts as listed in the Project Manual Section 00 73 10 – Supplemental Conditions

Init.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other: *(Specify) Mediation in the State of Minnesota*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

Init.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER <i>(Signature)</i>	CONSTRUCTION MANAGER <i>(Signature)</i>
<i>(Printed name and title)</i>	<i>(Printed name and title)</i>
OWNER <i>(Signature)</i>	CONSTRUCTION MANAGER <i>(Signature)</i>
<i>(Printed name and title)</i>	<i>(Printed name and title)</i>

Init.

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PAGE 1

AGREEMENT made as of the fifteenth day of July in the year 2014

...

City of Maplewood
City Hall
1830 County Road B East
Maplewood MN 55109

...

Terra General Contractors
21025 Commerce Blvd. Suite 1000
Rogers, MN 55374
Telephone Number: 763-463-0290

...

East Metro Public Safety Training Center
34th St. & Century Ave. N.
Maplewood, MN

...

S.E.H. Inc.
3535 Vadnais Center Drive
St. Paul MN 55110-5196

...

(Name, address and other information)

Michael Thompson
City Hall
1902 County Road B East
Maplewood MN 55109

PAGE 2

Ben Newlin
Terra General Contractors

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User Notes:

(1131178082)

21025 Commerce Blvd. Suite 1000
Rogers, MN 55374
Telephone Number: 763-463-0290

...

Ron Leaf
3535 Vadnais Center Drive
St. Paul MN 55110-5196

...

Provide construction management services for bidding and construction of the second phase of the East Metro Public Safety Training Center. The construction to include the 2-story addition to the Burn Tower, concrete paving and should budget allow, the Simulation Training building

TABLE OF ARTICLES

PAGE 8

Included in CM fee

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within one (1) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

4% of the construction cost plus general conditions at 5.17% of construction cost.

...

5%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed five percent (5 %) of the standard rate paid at the place of the Project.

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§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 5 day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 5 day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 14

- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;

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<u>Performance Bond</u>	<u>Contract Total Amount</u>
<u>Payment Bond</u>	<u>Contract Total Amount</u>
<u>Insurance</u>	<u>Coverage Types and Amounts as listed in the Project Manual Section 00 73 10 – Supplemental Conditions</u>

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[] Other: (Specify) Mediation in the State of Minnesota

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...

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Laurence Koch, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:33:06 on 07/08/2014 under Order No. 0541146420_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ARCHITECT

(Title)

7-8-14

(Dated)

Meeting Date: 7-14-2014

Agenda Item#: LI

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of December, 2010, by and between the City of Maplewood, a municipality under the laws of the State of Minnesota (the "CITY"), RJK Development of Maplewood, LLC, a Minnesota limited liability company (the "DEVELOPER") and the Woodlands of Maplewood Homeowners Association, a Minnesota non-profit corporation (the "ASSOCIATION").

Witnesses:

Purpose. The CITY has determined that it is consistent with the CITY's plans, regulations, purposes and goals to provide a water quality protection system for the properties shown on Exhibit A.

It is understood that the DEVELOPER shall be responsible for the initial work necessary to bring the four (4) sump structures (CBMH 11, CBMH 17, CBMH 18, and CBMH 24) as shown on Exhibit B & C into working order and also is responsible for the initial planting and successful establishment of the native seeding in two (2) ponds as shown on Exhibit D & E attached hereto. The ASSOCIATION shall be responsible for all costs associated with maintaining the native plantings for the first three years as detailed in the attached "Maintenance Instructions for Native Plantings" to ensure that the native wetland and upland plantings become established. It is further understood that the ASSOCIATION shall also be responsible for the cleaning and maintenance of the two (2) ponds and the four (4) sump structures within the development to ensure they are working at full capacity. It is also further understood that the ASSOCIATION shall be responsible for establishing a plan and the means to provide temporary pumping of the east pond into the west pond in an event that the emergency overflow pipe becomes damaged, plugged, or otherwise unable to provide the necessary drainage from the east pond to the west pond as designed. It is understood between the parties that the CITY shall not be responsible for the initial cost of repairing the sump structures or installing the native seeding or plantings in the ponds nor any of the ongoing future maintenance costs. This shall be the sole responsibility of the ASSOCIATION.

The DEVELOPER shall be responsible for the initial installation and the ASSOCIATION shall be responsible for all costs and expenses of maintaining the center island monument sign, landscaping, sprinkler and lighting system located in and on the center island near the intersection of Sophia Avenue and McMenemy Street. The CITY hereby consents to and grants permission to the DEVELOPER and the ASSOCIATION for the construction, reconstruction, maintenance and improvement of the monument sign and related improvements associated with the landscaping located on the center island area. The ASSOCIATION agrees that all landscaping located on the center island shall be maintained to ensure safe driving conditions and that no trees are planted within 30.00 feet of the east edge of McMenemy Street. The CITY reserves

the right review and approve work within the public right-of-way through its normal right-of-way ordinance process.

1. Responsibilities of the Parties.

- a) The DEVELOPER shall be responsible for all costs related to the native seeding, native plantings, and bringing the sump structures into working condition.
- b) The ASSOCIATION shall be responsible for annual cleaning and maintenance of the sump structures and easterly pond adjacent to lots 1 through 11, Block 1, The Woodlands of Maplewood 1st Addition and the westerly pond adjacent to lots 12 through 14 and 18 through 20, Block 1, The Woodlands of Maplewood 1st Addition. The CITY understands and agrees that the ASSOCIATION will perform such maintenance through the Woodlands Homeowners Association as defined in and pursuant to the Declaration of Restrictions and Protective Covenants of even date herewith.
- c) The ASSOCIATION shall provide to the CITY an annual inspection report of the maintenance work performed for the first three years as detailed in the attached "Maintenance Instruction for Native Plantings".
- d) The CITY and/or the Ramsey-Washington Metro Watershed District ("Watershed District") may, from time to time inspect the site to determine whether or not the site is being maintained and operating properly. If deficiencies are found the City shall notify the Association through certified mail stipulating corrective action and providing 30 days to complete the corrective action. If corrective action is not taken by the Association the City reserves the right to fix the deficiencies at its cost and invoice the Association for 100% of material, labor, and equipments costs. If the Association fails to reimburse the City for said costs, the City reserves the right to assess the balance of unpaid costs against individual parcels within the development/association, equally apportioned.
- e) The ASSOCIATION shall be responsible for establishing a plan, the means, and all associated cost necessary to provide temporary pumping of the east pond into the west pond in an event that the emergency overflow pipe becomes damaged, plugged, or otherwise unable to provide the necessary drainage from the east pond to the west pond as designed.
- f) The ASSOCIATION shall be responsible for the maintenance and replacement of the private streets as shown in Exhibits B and C. The ASSOCIATION shall be responsible for all cost and expenses due to plowing and snow removal activities associated with the private streets, driveways, and the bituminous trail that lies north of Lots 1, 11, and 12, Block 1, The Woodlands of Maplewood 1st Addition.

- g) The ASSOCIATION shall be responsible for the private water main according to the terms of the private water main agreement with Saint Paul Regional Water Services. The CITY shall not be held responsible any costs associated with the maintenance or repair of the private water main system.
- h) The ASSOCIATION shall be responsible for all costs and expenses associated with private utilities owned and operated by the ASSOCIATION. These private utilities shall include, but are not limited to, the following utilities: irrigation systems, lighting system for the island, lighting system for landscape areas, building sump pump outlet, etc.
- i) The CITY shall be responsible for the maintenance and repair of the sanitary sewer mains which serve The Woodlands of Maplewood 1st and 2nd Addition, including that portion of the sanitary sewer mains located within or beneath the private streets in The Woodlands of Maplewood 1st and 2nd Addition. The CITY agrees that the sanitary sewer mains will be public sanitary sewer mains and will be maintained and repaired by the CITY upon final acceptance of the mains by the CITY. In the event maintenance or repair of the public sanitary sewer mains requires excavation underneath the private streets within the development, the CITY shall be responsible for the costs of maintenance and repair and of restoring the soil up to the bottom of the aggregate base of the private streets. The ASSOCIATION shall be responsible for restoring the private streets from the bottom of the aggregate base through the bituminous covering and any required restoration of the concrete curbs and gutters and site restoration of the common elements and, if applicable, private yards affected by the construction, at the cost and expense of the ASSOCIATION. With an agreement from the ASSOCIATION the CITY can coordinate the restoration of the private street section with all costs and expenses for the restoration being paid by the ASSOCIATION. The ASSOCIATION shall be responsible for all costs and expenses associated with the repair and maintenance of all private sanitary sewer services within the development from the point of connection at the public sewer main to the connection point in each dwelling within the development. The ASSOCIATION grants the CITY the right to enter upon the common elements located with the development to inspect, monitor, repair and maintain the public sanitary sewer mains that serve the development.

2. Right of Access. The DEVELOPER and the ASSOCIATION hereby grants to the CITY and the Watershed District the right to enter onto the property to inspect and monitor the sump structures and the native seeding areas, plantings, and the ponds. In the event the CITY or Watershed requires repairs or maintenance to the ponds, the ASSOCIATION shall have thirty (30) days 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, they shall grant the CITY the right to enter on the property to make any repairs necessary to make the system work to its full capacity. The ASSOCIATION shall be responsible to the CITY for any and all fees and costs associated with said maintenance and repairs. If the Association fails to reimburse the City for said

costs, the City reserves the right to assess the balance of unpaid costs against individual parcels within the development, equally apportioned.

3. Warranty of Ownership. DEVELOPER hereby warrants and represents to the CITY, as inducement to the CITY to enter into this AGREEMENT, which DEVELOPER's interest in the property is as fee owner. DEVELOPER warrants that he/she has the right and authority to enter into said AGREEMENT.

4. Binding Effect. The CITY, DEVELOPER and ASSOCIATION are all bound by the terms and conditions of this AGREEMENT and they shall be binding upon their respective successors, purchasers and assigns. The obligations of the ASSOCIATION and DEVELOPER set out herein shall be incorporated within the Declaration of The Woodlands of Maplewood 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 this AGREEMENT with the Ramsey County Recorder.

5. 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 mail purposes are as follows, until written notice of such address has been given:

As to the CITY:	City Engineer City of Maplewood 1902 County Road B East Maplewood, MN 55109
As to the DEVELOPER:	RJK Development of Maplewood, LLC 2 Southpointe Court North Oaks, MN 55127
As to the ASSOCIATION:	President Woodlands of Maplewood Homeowners Association <hr/> Maplewood, MN 55109

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

RJK DEVELOPMENT OF MAPLEWOOD, LLC

By: Richard J Kettler
Its: President

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

The foregoing instrument was acknowledged before me this 22 day of December, 2010, by Richard J. Kettler, the President of RJK Development of Maplewood, LLC, on behalf of the company.



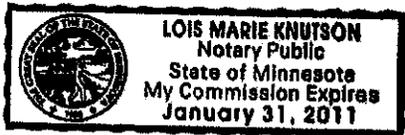
Amy Sue Niven
Notary Public

CITY OF MAPLEWOOD

By: Michael Thompson
Its: City Engineer

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

The foregoing instrument was acknowledged before me this 22 day of December, 2010, by Michael Thompson, the City Engineer for the City of Maplewood, a municipal corporation.



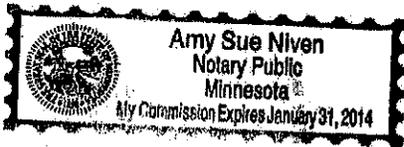
Lois Marie Knutson
Notary Public

WOODLANDS OF MAPLEWOOD
HOMEOWNERS ASSOCIATION

By: Richard J. Kettler
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this 22 day of December, 2010, by Richard J. Kettler, the President of Woodlands of Maplewood Homeowners Association, a Minnesota non-profit corporation.



Amy Sue Niven
Notary Public

MAINTENANCE INSTRUCTIONS FOR NATIVE PLANTINGS

- **Year 1**
 - **Establishment (spring seeding):**
 - Review site with City of Maplewood staff
 - Prepare site - Late April - May.
 - Seed - May 1 - July 1.
 - **Maintenance:**
 - Mow (6-8 inches) – every 30 days after planting until September 30.
 - Weed Control - mowing should help control annual weeds. Spot spray thistles etc.

- **Year 2**
 - **Maintenance:**
 - Mow (6-8 inches) one time between June 1 - August 15 before weeds set seed.
 - Weed Control - mowing should keep annual weeds down. Spot spray thistles etc.
 - Some sites may not require much maintenance the second year.

- **Year 3**
 - **Maintenance:**
 - Mow only if necessary.
 - Weed Control - Spot spray thistles, etc.
 - Sites usually do not require much maintenance the third year.

Exhibit A
The Woodlands of Maplewood
Location Map

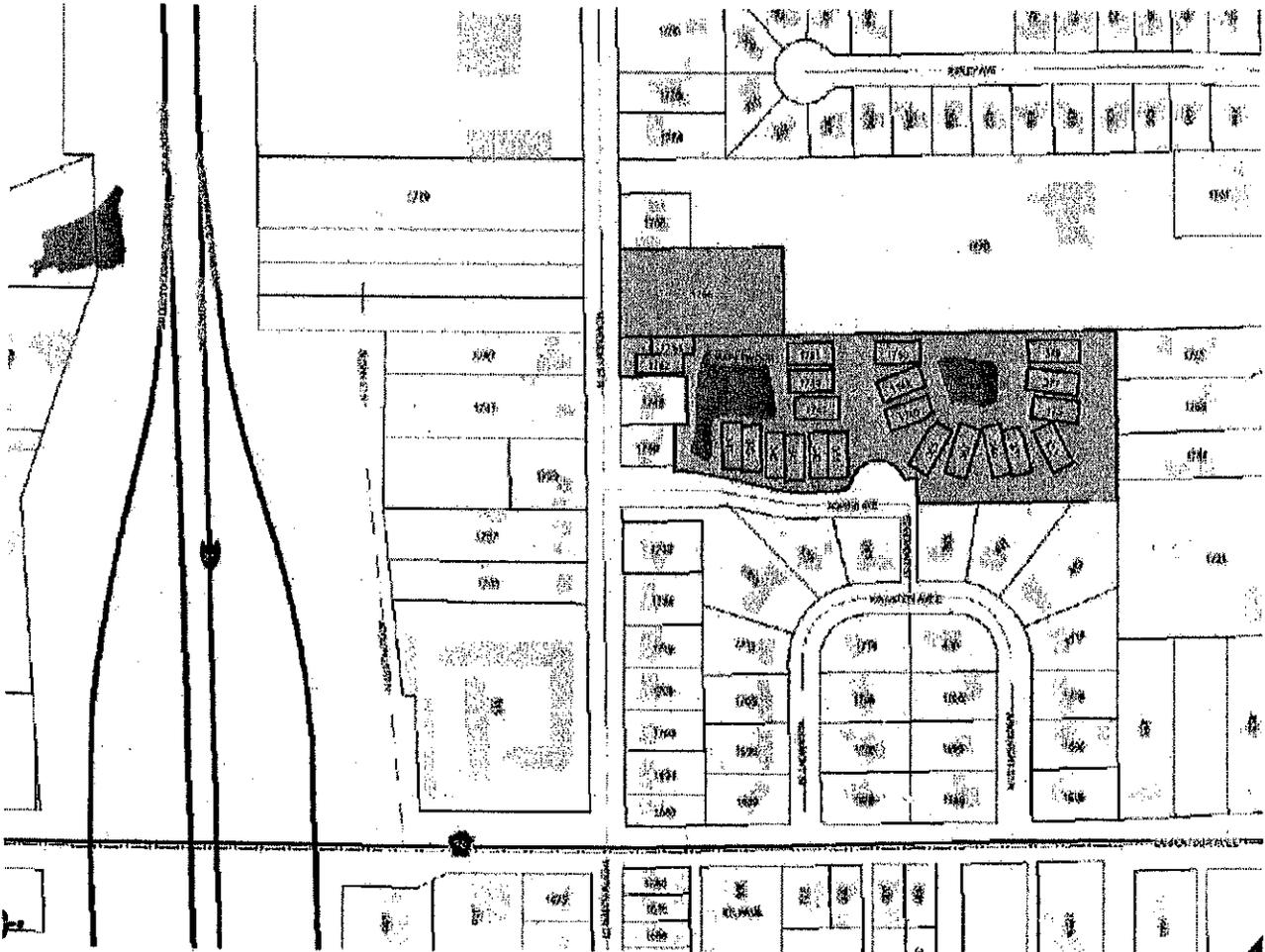
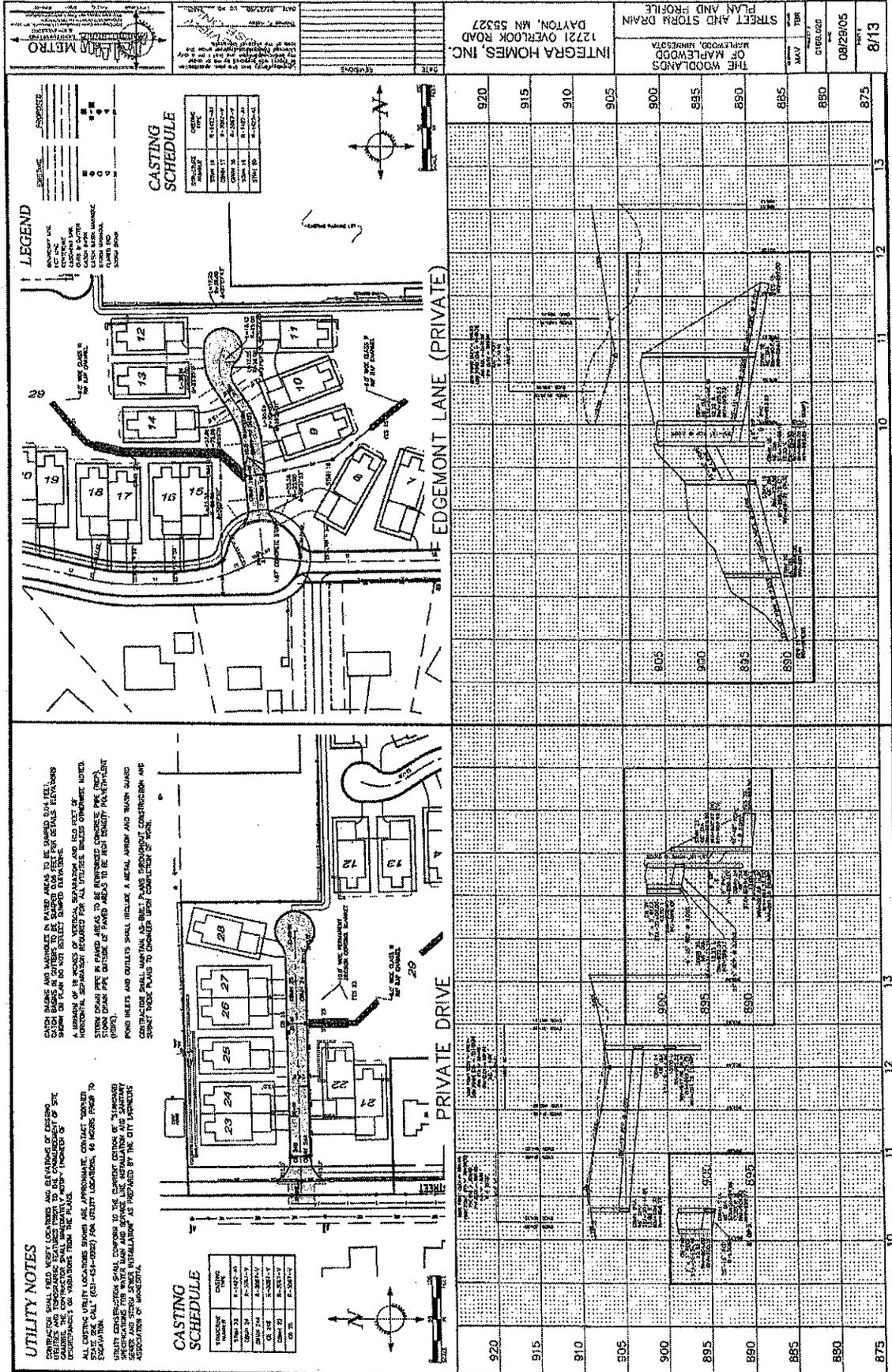


EXHIBIT C



MEMORANDUM

TO: City Council
FROM: Melinda Coleman, Interim City Manager
DATE: July 9, 2014
SUBJECT: Council Calendar Update

Introduction/Background

This item is informational and intended to provide the Council an indication on the current planning for upcoming agenda items and the Work Session schedule. These are not official announcement of the meetings, but a snapshot look at the upcoming meetings for the City Council to plan their calendars. No action is required.

Upcoming Agenda Items & Work Session Schedule

1. July 28 – Economic Development Updates
2. July 28 – Recreational Fires Ordinance Review
3. July 28 – Public Safety Closest Car Concept
4. July 28 – Disposition of City Firearms
5. Aug 11 - 2015 Budget Preview

Budget Impact

None.

Recommendation

No action required.

Attachments

None.

