

**AGENDA**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, August 25, 2014  
City Hall, Council Chambers  
Meeting No.15-14

**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 August 11, 2014 City Council Workshop Minutes
2. Approval of August 11, 2014 City Council Meeting Minutes

**F. APPOINTMENTS AND PRESENTATIONS**

1. Fire Department Swearing in Ceremony (No Report)
2. Approval of Proclamation Designating September as Hunger Action Month
3. Review of Commission & Board Reappointment Assessments
  - a. Resolution for Reappointment

**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 a Temporary Lawful Gambling Permit for the Good Samaritan Society – Maplewood, 550 Roselawn Avenue E
3. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 6 - PDEP Phase 3
4. Approval of a Conditional Use Permit Review – Beaver Lake Town Houses, Maryland Avenue and Lakewood Drive
5. Approval of a Conditional Use Permit Review – Keller Golf Course, 2166 Maplewood Drive
6. Approval of a Conditional Use Permit Review – Bruentrup Heritage Farm, 2170 County Road D
7. Approval of a Conditional Use Permit Review, Maplewood Auto Mall, 2525 and 2529 White Bear Avenue
8. Approval of Resolution for State Aid Variance, Arkwright-Sunrise Area Improvements, City Project 12-09
9. Approval of School Resource Officer Contract Between the City of Maplewood and Independent School District 622

**H. PUBLIC HEARINGS**

None

**I. UNFINISHED BUSINESS**

1. Approval of Updates to Alarm System Ordinance – Second Reading

**J. NEW BUSINESS**

1. Approval of the Following requests for LCS Lawn Service Inc at the Former Maplewood Fire Station, 1177 Century Avenue:
  - a. Approval of a Resolution for a Comprehensive Plan Amendment
  - b. Approval of a Resolution for a Conditional Use Permit for Exterior Storage
2. Approval of Agreement with Zuercher Technologies for a Police Records Management System
3. Approval of an On-Sale Intoxicating Liquor License for Jammin’ Wings LLC, 1900 County Road D East

**K. AWARD OF BIDS**

1. Approval of Bid and Award of Contract for the Replacement of the HVAC Unit at the Maplewood Community Center

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

**M. ADMINISTRATIVE PRESENTATIONS**

1. Council Calendar Update

**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, August 11, 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 via Skype
Robert Cardinal, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present

**C. APPROVAL OF AGENDA**

Councilmember Juenemann moved to approve the agenda as submitted.

Seconded by Councilmember Koppen                      Ayes – All

The motion passed.

**D. UNFINISHED BUSINESS**

None

**E. NEW BUSINESS**

**1. 2015 Budge Preview**

Interim City Manager Coleman and Finance Director Bauman gave the staff report and answered questions of the council.

**F. ADJOURNMENT**

Mayor Slawik adjourned the meeting at 7:01 p.m.



The motion passed.

**2. Approval of July 28, 2014 City Council Meeting Minutes**

Councilmember Cardinal moved to approve the July 28, 2014 City Council Meeting Minutes as amended/submitted.

Seconded by Councilmember

Ayes – All

The motion passed.

**F. APPOINTMENTS AND PRESENTATIONS**

**1. Legislative Update**

Senator Chuck Wiger, Senator Susan Kent, Representative Peter Fisher, Representative JoAnn Ward, and Representative Leon Lillie, gave a brief report on recent upcoming legislative activities especially those impacting Maplewood residents.

**2. Approval of Human Rights Commission Annual Report**

Nathan Danielson, Human Rights Commission Chair gave the Human Rights Commission Annual Report and answered questions of the council.

Councilmember Juenemann moved to approve the Human Rights Commission Annual Report and answered questions of the council.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**G. CONSENT AGENDA**

Councilmember Juenemann requested agenda items G3 and G9 be highlighted. Mayor Slawik requested agenda item G2 and G10 be highlighted.

Councilmember Juenemann moved to approve agenda items G1-G10.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**1. Approval of Claims**

Councilmember Juenemann moved to approve the Approval of Claims.

ACCOUNTS PAYABLE

\$ 230,840.74 Checks # 92934 thru # 92982  
dated 07/22/14

\$ 335,750.13 Disbursements via debits to checking account







## Drive

Citizen Services Director Guilfoile gave the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the One Time Event Permit for Phoenix Myth, 3090 Southlawn Drive for Friday, October 10, 2014.

Seconded by Councilmember Koppen                      Ayes – All

The motion passed.

## H. PUBLIC HEARING

### 1. Approval of Updates to Alarm System Ordinance – First Reading

Mayor Slawik opened the public hearing.

Police Chief Schnell gave the staff report and answered questions of the council.

No one spoke at the public hearing.

Mayor Slawik closed the public hearing.

Councilmember Cardinal moved to approve the first reading of the updated alarm ordinance replacing all current elements of Chapter Four with the exception of Section 4-73 pertaining to vehicle alarms.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

## I. UNFINISHED BUSINESS

None

## J. NEW BUSINESS

None

## K. AWARD OF BIDS

None

## L. VISITOR PRESENTATION

None

## M. ADMINISTRATIVE PRESENTATIONS

### 1. Council Calendar Update

Interim City Manager Coleman gave the update to the council calendar.  
Citizen Services Director Guilfoile gave an update on the polling place location changes.

## **N. COUNCIL PRESENTATIONS**

### **1. National Night Out**

Councilmember Juenemann gave a brief report on National Night Out that took place on Tuesday, August 5, 2014.

### **2. Manager Search**

Councilmember Juenemann gave an update on the manager search. Councilmember Cardinal gave additional information.

### **3. Budget – Example**

Councilmember Cardinal gave an example of how to obtain additional revenue through fees.

### **4. Citizen Responsibilities**

Councilmember Cardinal encouraged citizens to contact the city on situations in the community before they turn into a more serious issue.

### **5. Replay of Budget Preview**

Councilmember Cardinal requested the 2015 Budget Preview that was presented by Interim City Manager Coleman and Finance Director Bauman be replayed on the City's website as often as possible.

### **6. Police Reserve Program**

Councilmember Koppen requested that Police Chief Schnell give a report on the Maplewood Police Reserves at an upcoming Council Workshop; also put an article in Maplewood Living and possibly the Lillie Newspaper do a feature article.

### **7. Round Table with Governor Dayton**

Mayor Slawik reported on the round table with Governor Dayton she attended with Fire Chief Lukin earlier in the day on Rail Safety. Fire Chief Lukin gave additional information.

### **8. St. Paul Hmong Alliance Church Ribbon Cutting**

Mayor Slawik reported on the Ribbon Cutting at St. Paul Hmong Alliance Church she and Police Chief Schnell attended. Police Chief Schnell gave additional information.

## **O. ADJOURNMENT**

Mayor Slawik adjourned the meeting at 9:11 p.m.

## MEMORANDUM

**TO:** Melinda Coleman, Interim City Manager

**FROM:** DuWayne Konewko, Parks and Recreation Director  
Ron Horwath, MCC Operations Manager

**DATE:** August 20, 2014

**SUBJECT:** Approval of Proclamation Designating September as Hunger Action Month

### Introduction

Second Harvest Heartland is a non-profit food bank located in Maplewood that serves the needs of Maplewood Residents and surrounding areas by providing food to individuals and families. Second Harvest Heartland has requested that the City of Maplewood help raise awareness of Hunger Action Month by approving the following proclamation. In addition, the City of Maplewood will provide space for food collection receptacles at the Maplewood Community Center, Maplewood Nature Center, City Hall, and Public Works.

### Recommendation

Approve the following proclamation designating September as Hunger Action Month in Maplewood.

## PROCLAMATION September is Hunger Action Month

**WHEREAS**, hunger and poverty are issues of grave concern in the United States, the State of Minnesota and the City of Maplewood; and

**WHEREAS**, the City of Maplewood is committed to taking steps to raise awareness about the need to combat hunger in every part of our city and to provide additional resources that citizens of Maplewood need; and

**WHEREAS**, the City of Maplewood is committed to working with Second Harvest Heartland in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

**WHEREAS**, more than one in 10 individuals in Minnesota rely on food provided by Second Harvest Heartland and Minnesota's Feeding America Food Banks annually; and

**WHEREAS**, Second Harvest Heartland distributed more than 83 million pounds of food in 2013 through its network of food pantries, soup kitchens, shelters and other community organizations; and

**WHEREAS**, food banks across the country, including Second Harvest Heartland – will host numerous events throughout the month of September to bring awareness and attention to encourage involvement in efforts to end hunger in their local community;

**NOW, THEREFORE**, I, Mayor Nora Slawik do hereby recognize September, as **HUNGER ACTION MONTH** in our **CITY OF MAPLEWOOD** and I call this observance to the attention of our citizens.

SIGNATURE\_\_\_\_\_

DATE\_\_\_\_\_

## MEMORANDUM

**TO:** City Council

**FROM:** Melinda Coleman, Interim City Manager  
Lois Knutson, Senior Administrative Assistant

**DATE:** August 19, 2014

**SUBJECT:** Review of Commission & Board Reappointment Assessments  
a. Resolution for Reappointment

### **Introduction**

The City Council will review the list of commissioner's whose terms are to expire on September 30<sup>th</sup> of this year. The commissioners were asked to fill out an assessment to evaluate their time on the commission and to provide input to the council.

### **Background**

There are five terms that are ending on September 30, 2014. Out of the five commissioners, four chose not to seek reappointment, two on the Environmental & Natural Resources Commission and two on the Housing and Economic Development Commission. These positions will be posted as vacant to be filled at a later date.

The following commissioner is seeking reappointment:

### **Housing & Economic Development Commission**

Warren Wessel, member since 12/13/2010, term expires 9/30/2014

Attendance: (2011) 5 / 6      (2012) 6 / 6      (2013) 7 / 7      (2014) 3 / 3

### **Budget Impact**

None.

### **Recommendation**

Staff recommends that the Council review the attached assessment for reappointment, and then approve the attached resolution for reappointment.

### **Attachments**

1. Resolution for Reappointment
2. Reappointment Assessment

**RESOLUTION NO. \_\_\_\_\_**

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

Hereby appoints the following individual, who the Maplewood City Council has reviewed, to serve on the following commissions:

**Housing & Economic Development Commission**  
Warren Wessel, term expires 9/30/2017



### Maplewood Commission Reappointment Assessment



(Please print or type clearly)

Name: Dawn Wessel Date: 8/14/14  
Commission: HEDC



Would you like to be reappointed?  Yes  No (Check One)

If Yes, why? To serve my City

How do you feel you contribute to the Commission? I give perspective as both a citizen and a businessman especially with an expertise in Housing as I have sold homes in Maplewood since 1988

What successes do you feel the Commission has had during your term?  
Involvement in Larkin Studios, Gladstone, selling of Fire Stations and attempting to be a watch dog for consumers on Government spending

Any suggestions to help the Commission function more efficiently?  
~~Save~~ No

What are some bigger issues/projects the Commission will be facing in the next 6 months?  
Sale of remaining Fire Stations

Any other comments for the City Council regarding your reappointment or the commission? (i.e. new topics or projects to explore, processes to consider, etc.)  
More emphasis on getting a visitation schedule on Business Retention

**\*\*If you would prefer to relay your responses verbally to the City Council, please contact the City Manager's Office at 651-249-2051 to schedule a time\*\***

Return this form to: City Manager's Office  
1830 County Road B. East  
Maplewood, MN 55109

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**MEMORANDUM**

**TO:** Melinda Coleman, Interim City Manager  
**FROM:** Gayle Bauman, Finance Director  
**DATE:** August 19, 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:

\$ 1,141,302.61	Checks # 93080 thru # 93101 dated 08/12/14
\$ 549,144.97	Disbursements via debits to checking account dated 08/04/14 thru 08/08/14
\$ 714,994.07	Checks # 93102 thru # 93154 dated 08/19/14
\$ 279,607.55	Disbursements via debits to checking account dated 08/11/14 thru 08/15/14
\$ 2,685,049.20	Total Accounts Payable

PAYROLL

\$ 532,225.38	Payroll Checks and Direct Deposits dated 08/15/14
\$ 874.20	Payroll Deduction check # 9990131 thru # 999990133 dated 08/15/14
\$ 533,099.58	Total Payroll
\$ 3,218,148.78	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**

08/08/2014

<b>Check</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	
93080	08/12/2014	04508	BETWEEN THE LINES	UMPIRE FEE APRIL-JULY ADULT SBALL	12,958.00
93081	08/12/2014	04199	YOUTH SERVICE BUREAU, INC.	JUVENILE REFERRAL SRVS PMT 2 OF 3	9,098.50
93082	08/12/2014	03738	CHARLES E. BETHEL	ATTORNEY SRVS FEES/RENT - SEPT	6,700.00
93083	08/12/2014	05369	CINTAS CORPORATION #470	CLEANING SERVICE	311.90
93084	08/12/2014	05239	DAKOTA WOOD - GRINDING INC.	SCREEN RENTAL - STREET SWPING	3,975.00
93085	08/12/2014	02743	RICHARD DOBLAR	SECURITY OFFICER FOR MCC AUG 2	280.00
93086	08/12/2014	05207	EQUIFAX INFORMATION SERVICES	APPLICANT BACKGROUND CHECKS	60.00
93087	08/12/2014	04067	ESCAPE FIRE	REFUND FIRE SPRINKLER PERMIT	1,079.40
93088	08/12/2014	00638	JANET GREW HAYMAN	REIMB FOR GEOLOGY TRAINING	80.00
93089	08/12/2014	04152	ISD 622 COMMUNITY EDUCATION	1/3 SHARE OF TARTAN ARENA	19,746.27
93090	08/12/2014	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#25	4,344.07
93091	08/12/2014	04318	MILLER EXCAVATING, INC.	PROJ 09-09 EMPSTC PHASE 1 PMT#2	275,022.53
93092	08/12/2014	00001	ONE TIME VENDOR	PLANT REIMB- K MIHELICH - PROJ03-35	168.29
93093	08/12/2014	02270	PALDA & SONS INC	PROJ 12-09 ARKWRIGHT-SUNRISE PMT#3	795,457.37
93094	08/12/2014	01302	STEVEN PRIEM	REIMB FOR MILEAGE 7/30-7/31/2014	21.28
93095	08/12/2014	03446	RICK JOHNSON DEER & BEAVER INC	DEER PICK UP - JULY	230.00
93096	08/12/2014	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	17.24
93097	08/12/2014	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - JULY	3,528.80
93098	08/12/2014	02464	US BANK	PAYING AGENT FEES	450.00
	08/12/2014	02464	US BANK	PAYING AGENT FEES	450.00
	08/12/2014	02464	US BANK	Paying Agent Fees	425.00
93099	08/12/2014	03378	MATT WOEHRLE	REIMB FOR MILEAGE 7/30-7/31/2014	249.02
93100	08/12/2014	05310	BOON XIONG	REIMB FOR MILEAGE 7/30-7/31/2014	15.68
93101	08/12/2014	05013	YALE MECHANICAL LLC	EMERGENCY AC REPAIR - 1830	6,634.26
					<u>1,141,302.61</u>
<b>22 Checks in this report.</b>					

**CITY OF MAPLEWOOD**  
**Disbursements via Debits to Checking account**

Settlement

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
8/4/2014	MN State Treasurer	Drivers License/Deputy Registrar	101,568.09
8/4/2014	U.S. Treasurer	Federal Payroll Tax	101,848.73
8/4/2014	P.E.R.A.	P.E.R.A.	94,360.48
8/5/2014	MN State Treasurer	Drivers License/Deputy Registrar	35,891.25
8/5/2014	ING - State Plan	Deferred Compensation	30,974.00
8/5/2014	MidAmerica - ING	HRA Flex plan	13,367.66
8/5/2014	Labor Unions	Union Dues	2,114.90
8/5/2014	MN State Treasurer	State Payroll Tax	20,960.32
8/6/2014	MN State Treasurer	Drivers License/Deputy Registrar	27,064.36
8/7/2014	MN State Treasurer	Drivers License/Deputy Registrar	71,424.22
8/8/2014	MN State Treasurer	Drivers License/Deputy Registrar	47,393.74
8/8/2014	MN Dept of Natural Resources	DNR electronic licenses	1,877.22
8/8/2014	Optum Health	DCRP & Flex plan payments	300.00
			549,144.97

**Check Register**  
**City of Maplewood**

08/15/2014

Check	Date	Vendor	Description	Amount	
93102	08/19/2014	05324	CHRISTIE BERNARDY	RETAINER FEE/ADD'L WORK - JULY	1,250.00
93103	08/19/2014	05339	CHRIS MASTELL TRAILER RENTALS	TRAILER RENTAL FOR STORAGE	375.00
93104	08/19/2014	04311	JOSEPH DEMULLING	REIMB FOR K9 BOARDING	87.00
93105	08/19/2014	04572	ETTEL & FRANZ ROOFING CO.	ROOF REPAIRS - CITY HALL	740.00
	08/19/2014	04572	ETTEL & FRANZ ROOFING CO.	ROOF REPAIRS - CITY HALL	611.00
	08/19/2014	04572	ETTEL & FRANZ ROOFING CO.	ROOF REPAIRS - CITY HALL	220.00
93106	08/19/2014	01949	GARY L FISCHLER & ASSOC PA	CANDIDATE SCREEN	375.00
93107	08/19/2014	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - JULY	1,134.00
93108	08/19/2014	03597	MARY JO HOFMEISTER	REIMB FOR MILEAGE 7/2 - 8/7	13.72
93109	08/19/2014	00393	MN DEPT OF LABOR & INDUSTRY	ELEVATOR OPERATIONAL PERMIT	300.00
93110	08/19/2014	05353	MANSFIELD OIL CO	CONTRACT GASOLINE - AUGUST	13,952.94
	08/19/2014	05353	MANSFIELD OIL CO	CONTRACT DIESEL - AUGUST	10,275.87
93111	08/19/2014	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICES - JULY	31,877.31
	08/19/2014	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - JULY	458.64
	08/19/2014	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - JULY	414.96
93112	08/19/2014	01337	RAMSEY COUNTY-PROP REC & REV	PLANTS FOR EXTERIOR OF MCC	333.45
	08/19/2014	01337	RAMSEY COUNTY-PROP REC & REV	PLANTS FOR EXTERIOR OF MCC	320.63
93113	08/19/2014	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - JULY 1 - 15	750.00
	08/19/2014	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - JUNE 16 - 30	568.00
93114	08/19/2014	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS ~	1,667.33
93115	08/19/2014	04845	TENNIS SANITATION LLC	RECYCLING FEE - JULY	38,835.00
93116	08/19/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0264726	301.05
	08/19/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0264717	299.77
	08/19/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0264705	63.42
93117	08/19/2014	04192	TRANS-MEDIC	EMS BILLING - JULY	4,033.46
93118	08/19/2014	04193	TWIN CITIES AUCTIONS, INC.	FORFEITED VEHICLE STORAGE-SEPT 13	3,450.00
	08/19/2014	04193	TWIN CITIES AUCTIONS, INC.	FORFEITED VEHICLE STORAGE-JUNE 14	3,150.00
	08/19/2014	04193	TWIN CITIES AUCTIONS, INC.	FORFEITED VEHICLE STORAGE-AUG 13	3,100.00
	08/19/2014	04193	TWIN CITIES AUCTIONS, INC.	FORFEITED VEHICLE STORAGE-JULY 14	3,025.00
	08/19/2014	04193	TWIN CITIES AUCTIONS, INC.	FORFEITED VEHICLE STORAGE-MAY 14	2,675.00
	08/19/2014	04193	TWIN CITIES AUCTIONS, INC.	FORFEITED VEHICLE STORAGE-MARCH 13	2,450.00
	08/19/2014	04193	TWIN CITIES AUCTIONS, INC.	FORFEITED VEHICLE STORAGE-APRIL 14	2,425.00
	08/19/2014	04193	TWIN CITIES AUCTIONS, INC.	FORFEITED VEHICLE STORAGE-APRIL 13	2,400.00
93119	08/19/2014	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY ALSO	6,489.78
93120	08/19/2014	04047	ASHLAND PRODUCTIONS	MCC SUPPORT 5/3,6/5 & 6/7	150.00
93121	08/19/2014	05361	BARTHE & WAHRMAN	2014B REFUNDING BONDS	2,000.00
93122	08/19/2014	05237	BLACKSTONE CONTRACTORS, LLC	REPAIR WALL - FROST & E SHORE	3,332.70
	08/19/2014	05237	BLACKSTONE CONTRACTORS, LLC	PROJ 14-01 INSTALL BRIDGE PLATE	673.07
93123	08/19/2014	00211	BRAUN INTERTEC CORP.	PROJ 12-09 PROF SRVS THRU 06/13	4,153.75
93124	08/19/2014	04549	JAN ALICE CAMPBELL	ZUMBA INSTRUCTION SAT MORNINGS	30.25
93125	08/19/2014	05206	DAVID GRUPA PORTRAIT	DEPARTMENT PHOTO'S	1,415.00
93126	08/19/2014	04067	ESCAPE FIRE	UPDATE FIRE PROTECTION	1,100.00
93127	08/19/2014	05379	ETHICAL LEADERS IN ACTION, LLC	PD LEADERSHIP DEVELOPMENT PROG	1,500.00
93128	08/19/2014	00550	GAMETIME	PARTS FOR EDGERTON PLYGROUND	9,430.61
	08/19/2014	00550	GAMETIME	PARTS FOR WAKEFIELD PLAYGROUND	7,092.76
93129	08/19/2014	04846	HEALTHFAST	MEDICAL SUPPLIES	663.56
93130	08/19/2014	02263	HILLCREST ANIMAL HOSPITAL PA	BOARDING & DESTRUCTION FEES-JULY	346.50
93131	08/19/2014	05156	KETTLER CONSTRUCTION INC.	ESCROW RELEASE 347 SOPHIA AVE	1,501.42
	08/19/2014	05156	KETTLER CONSTRUCTION INC.	ESCROW RELEASE 345 SOPHIA AVE	1,501.42
	08/19/2014	05156	KETTLER CONSTRUCTION INC.	ESCROW RELEASE 1751 EDGEMONT ST	1,501.22
	08/19/2014	05156	KETTLER CONSTRUCTION INC.	ESCROW RELEASE 340 LEWIS ST	500.00
93132	08/19/2014	04900	LASTING IMPRESSIONS BY AMY LLC	CEILING DRAPING FOR MCC 08/02	600.00
93133	08/19/2014	00942	MARSDEN BLDG MAINTENANCE CO	ADD'L JANITORIAL SERVICES - JUNE	189.00

93134	08/19/2014	00986	METROPOLITAN COUNCIL	MONTHLY SAC - JULY	9,840.60
93135	08/19/2014	05262	NATIONAL LEAGUE OF CITIES	MEMBERSHIP DUES	3,258.00
93136	08/19/2014	05356	NORTH SUBURBAN ACCESS CORP	VIDEOGRAPHER SRVS - JULY	874.00
93137	08/19/2014	00001	ONE TIME VENDOR	REFUND J MATUSZAK - TRANS MEDIC	633.84
93138	08/19/2014	00001	ONE TIME VENDOR	REFUND A ABOELNAGA - LICENSE	504.75
93139	08/19/2014	00001	ONE TIME VENDOR	REIMB J MEYERS TREE REPLACEMENT	262.10
93140	08/19/2014	00001	ONE TIME VENDOR	REFUND THE WINDOW STORE-BL PERMIT	121.00
93141	08/19/2014	00001	ONE TIME VENDOR	REFUND A DILLE - TRANS MEDIC	95.70
93142	08/19/2014	00001	ONE TIME VENDOR	REFUND P DANKERT MCC CLASS	63.00
93143	08/19/2014	00001	ONE TIME VENDOR	REFUND D SUBY HP BENEFIT	20.00
93144	08/19/2014	05338	REPUBLIC SERVICES #923	WASTE & RECYCLING SRVS - AUG	1,243.69
93145	08/19/2014	04578	S & S TREE SPECIALISTS	TREE INSPECTIONS FOR 2014	3,295.00
93146	08/19/2014	04130	SCHINDLER ELEVATOR CORP	PREVENTIVE MAINTENANCE 8/1 - 10/31	654.63
93147	08/19/2014	01511	ST PAUL POLICE DEPT - PDI	REGISTRATION FEE (BELDE)	199.00
93148	08/19/2014	04563	STANDARD AND POOR'S	2014A & 2014B RATING SERVICES	13,000.00
93149	08/19/2014	01545	SUBURBAN RATE AUTHORITY	MEMBERSHIP ASSESSMENT 2ND HALF	1,600.00
93150	08/19/2014	01565	SWEEPER SERVICES	REBUILT GUTTER BROOM TOWER	442.85
93151	08/19/2014	05342	TERRA GERERAL CONTRACTORS	PROJ 12-14 FIRE DEPT SOUTH PMT#6	489,035.16
93152	08/19/2014	01649	TRI-STATE BOBCAT, INC.	REPLACE MOWER FOR TOOLCAT #730	3,655.10
93153	08/19/2014	00063	VERIZON WIRELESS	MONTHLY PMT 06/17 - 07/16	9,767.06
93154	08/19/2014	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - JULY	325.00

53 Checks in this report.

714,994.07

**CITY OF MAPLEWOOD**  
**Disbursements via Debits to Checking account**

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
8/11/2014	MN State Treasurer	Drivers License/Deputy Registrar	46,215.36
8/12/2014	MN State Treasurer	Drivers License/Deputy Registrar	19,428.37
8/13/2014	MN State Treasurer	Drivers License/Deputy Registrar	71,097.90
8/14/2014	MN State Treasurer	Drivers License/Deputy Registrar	32,089.63
8/14/2014	ING - State Plan	Deferred Compensation	30,124.00
8/15/2014	MN State Treasurer	Drivers License/Deputy Registrar	28,510.72
8/15/2014	MN Dept of Natural Resources	DNR electronic licenses	401.50
8/15/2014	US Bank VISA One Card*	Purchasing card items	45,075.85
8/15/2014	ICMA (Vantagepointe)	Deferred Compensation	4,266.00
8/15/2014	Optum Health	DCRP & Flex plan payments	2,283.47
8/15/2014	VANCO	Billing fee	114.75
			279,607.55

\*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
08/01/2014	08/04/2014	VL OAKDALE CONTRAC	\$176.40	DAVE ADAMS
08/05/2014	08/06/2014	VL OAKDALE CONTRAC	\$176.40	DAVE ADAMS
07/24/2014	07/28/2014	OFFICE DEPOT #1090	\$91.04	REGAN BEGGS
07/30/2014	08/01/2014	OFFICE DEPOT #1090	\$57.85	REGAN BEGGS
07/30/2014	08/01/2014	PAPER PLUS	\$632.42	REGAN BEGGS
07/30/2014	08/01/2014	PAPER PLUS	\$210.81	REGAN BEGGS
07/30/2014	08/01/2014	PAPER PLUS	\$210.81	REGAN BEGGS
07/30/2014	08/01/2014	PAPER PLUS	\$158.11	REGAN BEGGS
07/30/2014	08/01/2014	PAPER PLUS	\$632.42	REGAN BEGGS
07/30/2014	08/01/2014	PAPER PLUS	\$21.21	REGAN BEGGS
07/24/2014	07/28/2014	RED WING SHOE #727	\$40.74	STANLEY BELDE
08/07/2014	08/08/2014	UNIFORMS UNLIMITED INC.	\$111.96	STANLEY BELDE
07/29/2014	07/30/2014	STONE MOUNTAIN PET LODG	\$269.21	BRIAN BIERDEMAN
07/31/2014	08/01/2014	SCIENCE MUSEUM OF MN	\$29.98	OAKLEY BIESANZ
08/01/2014	08/04/2014	USPS 26833800033400730	\$17.08	OAKLEY BIESANZ
08/01/2014	08/04/2014	WALGREENS #3122	\$99.09	OAKLEY BIESANZ
08/01/2014	08/04/2014	CVS PHARMACY #1751 Q03	\$26.76	NEIL BRENEMAN
08/05/2014	08/06/2014	MICHAELS STORES 2744	\$32.27	NEIL BRENEMAN
08/06/2014	08/08/2014	DIAMOND VOGEL PAINT #807	\$972.00	TROY BRINK
07/25/2014	07/28/2014	STATE SUPPLY	\$720.83	SCOTT CHRISTENSON
07/29/2014	07/30/2014	BEARING DIST*	\$46.27	SCOTT CHRISTENSON
07/30/2014	08/01/2014	BREDEMUS HARDWARE CO INC	\$11.00	SCOTT CHRISTENSON
07/31/2014	08/04/2014	BREDEMUS HARDWARE CO INC	\$20.00	SCOTT CHRISTENSON
08/01/2014	08/04/2014	HENRIKSEN ACE HARDWARE	\$36.38	SCOTT CHRISTENSON
08/05/2014	08/06/2014	VIKING ELECTRIC-CREDIT DE	\$272.00	SCOTT CHRISTENSON
08/05/2014	08/06/2014	VIKING ELECTRIC-CREDIT DE	\$70.08	SCOTT CHRISTENSON
07/26/2014	07/28/2014	FRATTALLONES WOODBURY AC	\$9.09	CHARLES DEAVER
07/24/2014	07/28/2014	GRUBERS POWER EQUIPMENT	\$12.99	THOMAS DEBILZAN
07/30/2014	07/31/2014	WW GRAINGER	\$98.75	TOM DOUGLASS
07/30/2014	08/01/2014	OFFICE MAX	\$89.93	TOM DOUGLASS
07/31/2014	08/01/2014	CINTAS 470	\$137.76	TOM DOUGLASS
08/01/2014	08/04/2014	CINTAS 470	\$137.76	TOM DOUGLASS
08/04/2014	08/05/2014	RADIOSHACK COR00160853	\$3.76	TOM DOUGLASS
08/04/2014	08/05/2014	HENRIKSEN ACE HARDWARE	\$2.09	TOM DOUGLASS
08/05/2014	08/06/2014	OUTSIDE OUTFITTERS	\$23.21	TOM DOUGLASS
08/06/2014	08/07/2014	NUCO2	\$204.49	TOM DOUGLASS
08/06/2014	08/07/2014	NUCO2	\$157.27	TOM DOUGLASS
08/06/2014	08/07/2014	NUCO2	\$267.72	TOM DOUGLASS
08/06/2014	08/07/2014	NUCO2	\$286.71	TOM DOUGLASS
07/28/2014	07/29/2014	CUB FOODS #1599	\$400.00	MICHAEL DUGAS
08/07/2014	08/08/2014	OAKDALE RENTAL CENTER	\$194.00	DOUG EDGE
08/07/2014	08/08/2014	OAKDALE RENTAL CENTER	\$383.00	DOUG EDGE
07/27/2014	07/28/2014	WALGREENS #3122	\$17.37	PAUL E EVERSON
07/31/2014	08/04/2014	OFFICE MAX	\$74.36	PAUL E EVERSON
08/04/2014	08/06/2014	ST PAUL STAMP WORKS INC	\$35.75	SHANN FINWALL
08/04/2014	08/06/2014	PAYFLOW/PAYPAL	\$59.95	MYCHAL FOWLDS
07/26/2014	07/28/2014	HP DIRECT-PUBLICSECTOR	\$2,816.40	NICK FRANZEN
07/26/2014	07/28/2014	SHI CORP	\$46.00	NICK FRANZEN
07/29/2014	07/30/2014	MOTION COMPUTING INC	\$71.04	NICK FRANZEN
08/01/2014	08/04/2014	SHI CORP	\$425.00	NICK FRANZEN
08/06/2014	08/06/2014	AMAZON MKTPLACE PMTS	\$201.39	NICK FRANZEN
08/06/2014	08/07/2014	WWW.CLEVERBRIDGE.NET	\$149.00	NICK FRANZEN
08/06/2014	08/07/2014	WALGREENS #01751	\$44.52	CAROLE GERNES
07/25/2014	07/28/2014	OFFICE DEPOT #1090	\$43.17	JEAN GLASS
08/01/2014	08/04/2014	OFFICE DEPOT #1090	\$14.79	JEAN GLASS

08/01/2014	08/05/2014	SP * PLASTICPRINTERSST	\$51.79	JEAN GLASS
07/29/2014	07/31/2014	THE HOME DEPOT 2810	\$24.34	JAN GREW HAYMAN
08/07/2014	08/08/2014	VZWRLSS*APOCC VISN	\$97.28	KAREN GUILFOILE
07/29/2014	07/30/2014	VL OAKDALE CONTRAC	\$176.40	MARK HAAG
07/30/2014	08/01/2014	THE HOME DEPOT 2801	\$34.35	TAMARA HAYS
08/05/2014	08/07/2014	THE HOME DEPOT 2801	\$180.76	TAMARA HAYS
07/28/2014	07/29/2014	UNIFORMS UNLIMITED INC.	\$176.50	PHENG HER
07/30/2014	07/31/2014	HENRIKSEN ACE HARDWARE	\$114.03	GARY HINNENKAMP
07/30/2014	07/31/2014	JOHN DEERE LANDSCAPES530	\$1,499.20	GARY HINNENKAMP
07/30/2014	07/31/2014	MOGREN LANDSCAPING	\$19.50	GARY HINNENKAMP
07/30/2014	07/31/2014	MOGREN LANDSCAPING	\$15.60	GARY HINNENKAMP
07/31/2014	08/01/2014	TRI-STATE BOBCAT INC.	\$114.20	GARY HINNENKAMP
08/06/2014	08/08/2014	NORTHERN TOOL EQUIP-MN	\$113.47	GARY HINNENKAMP
07/29/2014	07/30/2014	HENRIKSEN ACE HARDWARE	\$0.85	TIMOTHY HOFMEISTER
07/29/2014	07/31/2014	DOLRTREE 3150 00031500	\$57.85	RON HORWATH
08/01/2014	08/04/2014	WEDDINGPAGES INC	\$319.50	RON HORWATH
08/01/2014	08/04/2014	BLUE RIBBON BAIT & TACKLE	\$14.95	ANN HUTCHINSON
08/01/2014	08/04/2014	MIKES LP GAS INC	\$12.81	ANN HUTCHINSON
08/05/2014	08/07/2014	BLICK ART 800 447 1892	\$24.71	ANN HUTCHINSON
08/06/2014	08/07/2014	TARGET 00000687	\$15.00	ANN HUTCHINSON
08/06/2014	08/08/2014	MN NURSERY & LANDSCAPE	\$90.00	ANN HUTCHINSON
07/30/2014	08/01/2014	HOMEDEPOT.COM	\$67.96	DAVID JAHN
07/31/2014	08/01/2014	DALCO ENTERPRISES, INC	\$728.57	DAVID JAHN
08/01/2014	08/04/2014	KEYBLANKSAL	\$13.50	DAVID JAHN
08/01/2014	08/04/2014	MENARDS 3059	\$54.47	DAVID JAHN
07/28/2014	07/29/2014	CUB FOODS #1599	\$5.00	LOIS KNUTSON
07/28/2014	07/29/2014	NOODLES & CO WEB 313	\$88.34	LOIS KNUTSON
07/29/2014	07/29/2014	PANERA BREAD #601305	\$8.56	LOIS KNUTSON
07/30/2014	07/31/2014	PIONEER PRESS SUBSCRIPTI	\$161.73	LOIS KNUTSON
07/31/2014	08/01/2014	FIRST SHRED	\$45.10	LOIS KNUTSON
08/05/2014	08/06/2014	CURTIS 1000 INC.	\$75.70	LOIS KNUTSON
08/05/2014	08/07/2014	OFFICE DEPOT #1090	\$67.44	LOIS KNUTSON
07/24/2014	07/28/2014	NRPA-CONGRESS	\$654.00	DUWAYNE KONEWKO
07/29/2014	07/31/2014	THE HOME DEPOT 2801	\$21.30	JASON KREGER
08/01/2014	08/01/2014	APL* ITUNES.COM/BILL	\$13.90	JASON KREGER
08/01/2014	08/04/2014	VICTORY PARKING INC	\$3.00	JASON KREGER
08/05/2014	08/06/2014	HEARTLAND SERVICES	\$386.32	JASON KREGER
07/28/2014	07/30/2014	OFFICE MAX	\$21.43	NICHOLAS KREKELER
07/25/2014	07/28/2014	STREICHER'S MO	\$1,013.25	DAVID KVAM
07/25/2014	07/28/2014	GRAFIX SHOPPE	\$201.00	DAVID KVAM
08/03/2014	08/04/2014	JCPENNEY 2825	\$36.99	TODD LANGNER
08/01/2014	08/04/2014	U OF M SOIL TEST LAB	\$68.00	RANDY LINDBLOM
07/29/2014	07/31/2014	ZIEGLER INC COLUMBUS	\$872.52	STEVE LUKIN
07/30/2014	07/31/2014	BEST BUY MHT 00000109	\$299.98	STEVE LUKIN
07/30/2014	07/31/2014	EMERGENCY APPARATUS MAINT	\$332.20	STEVE LUKIN
07/30/2014	07/31/2014	EMERGENCY APPARATUS MAINT	\$2,744.55	STEVE LUKIN
08/04/2014	08/06/2014	ASPEN MILLS INC.	\$194.85	STEVE LUKIN
08/04/2014	08/06/2014	ASPEN MILLS INC.	\$172.85	STEVE LUKIN
08/07/2014	08/08/2014	MENARDS 3022	\$5.02	STEVE LUKIN
08/04/2014	08/05/2014	WM SUPERCENTER #2274	\$20.35	GLEN MCCARTY
08/01/2014	08/04/2014	UNIFORMS UNLIMITED INC.	\$80.99	ALESIA METRY
07/25/2014	07/28/2014	PAYPAL *LAIDONGDONG	\$74.24	SASHA MEYER
07/26/2014	07/28/2014	A-1 LAUNDRY	\$30.00	SASHA MEYER
07/31/2014	08/01/2014	FACEBK *2RTF266QA2	\$17.19	SASHA MEYER
08/01/2014	08/04/2014	WELCOME WAGON	\$138.00	SASHA MEYER
07/29/2014	07/30/2014	MED ALLIANCE GROUP INC	\$515.34	MICHAEL MONDOR

07/29/2014	07/31/2014	BOUND TREE MEDICAL LLC	\$45.50	MICHAEL MONDOR
07/29/2014	07/31/2014	BOUND TREE MEDICAL LLC	\$72.54	MICHAEL MONDOR
07/29/2014	07/31/2014	BOUND TREE MEDICAL LLC	\$873.35	MICHAEL MONDOR
07/29/2014	07/31/2014	HEALTH CARE LOGISTICS	\$175.87	MICHAEL MONDOR
07/30/2014	07/31/2014	MOTION COMPUTING INC	\$75.40	MICHAEL MONDOR
07/30/2014	08/01/2014	VIDACARE CORPORATION	\$1,447.51	MICHAEL MONDOR
07/31/2014	08/04/2014	BOUND TREE MEDICAL LLC	\$13.28	MICHAEL MONDOR
08/05/2014	08/07/2014	BOUND TREE MEDICAL LLC	\$648.03	MICHAEL MONDOR
08/06/2014	08/08/2014	BOUND TREE MEDICAL LLC	\$26.43	MICHAEL MONDOR
08/07/2014	08/08/2014	BEST BUY MHT 0000109	\$85.69	MICHAEL MONDOR
07/24/2014	07/28/2014	THE HOME DEPOT 2801	\$59.94	JOHN NAUGHTON
07/28/2014	07/29/2014	UNIFORMS UNLIMITED INC.	\$343.19	JULIE OLSON
07/29/2014	07/31/2014	OFFICE DEPOT #1080	\$3.99	MARY KAY PALANK
07/29/2014	07/31/2014	OFFICE DEPOT #1090	\$49.34	MARY KAY PALANK
08/01/2014	08/04/2014	OFFICE DEPOT #1090	\$59.99	MARY KAY PALANK
07/24/2014	07/28/2014	PERFORMANCE TRANSMISSI	\$83.80	STEVEN PRIEM
07/25/2014	07/28/2014	AN FORD WHITE BEAR LAK	\$595.09	STEVEN PRIEM
07/25/2014	07/28/2014	FORCE AMERICA DISTRIB LLC	\$30.94	STEVEN PRIEM
07/28/2014	07/29/2014	FACTORY MTR PTS #1	\$268.05	STEVEN PRIEM
07/28/2014	07/29/2014	BAUER BUILT TIRE 18	\$127.92	STEVEN PRIEM
07/28/2014	07/30/2014	WHEELCO BRAKE &SUPPLY	\$47.81	STEVEN PRIEM
07/28/2014	07/30/2014	COMO LUBE & SUPPLIES	\$160.69	STEVEN PRIEM
07/29/2014	07/30/2014	AUTO PLUS LITTLE CANADA	\$242.70	STEVEN PRIEM
07/29/2014	07/30/2014	POLAR CHEVROLET MAZDA	\$130.89	STEVEN PRIEM
07/30/2014	07/31/2014	AUTO PLUS LITTLE CANADA	(\$15.00)	STEVEN PRIEM
07/30/2014	07/31/2014	POMP'S TIRE #021	\$421.52	STEVEN PRIEM
07/30/2014	07/31/2014	FACTORY MTR PTS #1	\$213.85	STEVEN PRIEM
07/30/2014	07/31/2014	ZEP SALES AND SERVICE	\$246.61	STEVEN PRIEM
07/30/2014	07/31/2014	AUTO PLUS LITTLE CANADA	\$87.95	STEVEN PRIEM
07/30/2014	07/31/2014	AUTO PLUS LITTLE CANADA	\$106.47	STEVEN PRIEM
07/30/2014	07/31/2014	BAUER BUILT TIRE 18	\$192.62	STEVEN PRIEM
08/01/2014	08/04/2014	DELEGARD TOOL COMPANY	\$119.84	STEVEN PRIEM
08/01/2014	08/04/2014	COMO LUBE & SUPPLIES	\$63.57	STEVEN PRIEM
08/04/2014	08/05/2014	POMP'S TIRE #021	\$428.49	STEVEN PRIEM
08/04/2014	08/05/2014	ROSEVILLE CHRYSLER JEEP	\$786.79	STEVEN PRIEM
08/04/2014	08/05/2014	AN FORD WHITE BEAR LAK	\$351.32	STEVEN PRIEM
08/04/2014	08/05/2014	AN FORD WHITE BEAR LAK	\$376.25	STEVEN PRIEM
08/05/2014	08/06/2014	AN FORD WHITE BEAR LAK	\$75.58	STEVEN PRIEM
08/05/2014	08/07/2014	WHEELCO BRAKE &SUPPLY	\$130.44	STEVEN PRIEM
08/06/2014	08/07/2014	AUTO PLUS LITTLE CANADA	\$60.92	STEVEN PRIEM
08/06/2014	08/08/2014	ZIEGLER INC COLUMBUS	\$18.86	STEVEN PRIEM
08/07/2014	08/08/2014	KATH FUEL OFFICE	\$292.65	STEVEN PRIEM
08/07/2014	08/08/2014	WINNICK SUPPLY	\$648.28	STEVEN PRIEM
08/07/2014	08/08/2014	BAUER BUILT TIRE 18	\$732.10	STEVEN PRIEM
08/07/2014	08/08/2014	BAUER BUILT TIRE 18	\$460.86	STEVEN PRIEM
07/24/2014	07/28/2014	THE HOME DEPOT 2801	\$40.38	KELLY PRINS
07/25/2014	07/28/2014	WALLY S UPHOLS80110026	\$243.86	KELLY PRINS
07/28/2014	07/29/2014	CONTINENTAL RESEARCH COR	\$333.45	KELLY PRINS
07/28/2014	08/04/2014	OFFICE MAX	\$198.94	KELLY PRINS
07/31/2014	08/01/2014	CONTINENTAL RESEARCH COR	\$8.33	KELLY PRINS
07/31/2014	08/01/2014	VIKING ELECTRIC-CREDIT DE	\$232.99	KELLY PRINS
08/01/2014	08/04/2014	VIKING ELECTRIC-CREDIT DE	\$13.98	KELLY PRINS
08/05/2014	08/06/2014	WW GRAINGER	\$113.75	KELLY PRINS
08/05/2014	08/06/2014	WW GRAINGER	\$156.20	KELLY PRINS
08/05/2014	08/06/2014	YOUNGS	\$92.73	KELLY PRINS
08/06/2014	08/07/2014	VIKING ELECTRIC-CREDIT DE	\$219.02	KELLY PRINS

08/05/2014	08/07/2014	HENRIKSEN ACE HARDWARE	\$39.90	JUSTIN PURVES
08/06/2014	08/07/2014	HILLYARD INC MINNEAPOLIS	\$1,552.59	MICHAEL REILLY
07/29/2014	07/31/2014	MAD DOGG ATHLETICS	\$19.55	LORI RESENDIZ
08/01/2014	08/04/2014	SCW FITNESS EDUCATION	\$270.00	LORI RESENDIZ
08/04/2014	08/05/2014	UNIFORMS UNLIMITED INC.	\$112.50	BRADLEY REZNY
07/28/2014	07/29/2014	CTY OF EAGAN-FIN/PKS/REC	\$225.00	AUDRA ROBBINS
07/30/2014	07/31/2014	SCIENCE MUSEUM OF MN	\$235.00	AUDRA ROBBINS
08/05/2014	08/06/2014	CUB FOODS #1599	\$19.24	AUDRA ROBBINS
08/06/2014	08/07/2014	CTY OF EAGAN-CASCADE BAY	\$135.00	AUDRA ROBBINS
07/29/2014	07/30/2014	VL OAKDALE CONTRAC	\$172.80	ROBERT RUNNING
07/30/2014	07/31/2014	LILLIE SUBURBAN NEWSPAPE	\$25.50	DEB SCHMIDT
08/07/2014	08/08/2014	LILLIE SUBURBAN NEWSPAPE	\$121.13	DEB SCHMIDT
07/25/2014	07/28/2014	UNIFORMS UNLIMITED INC.	\$150.98	PAUL SCHNELL
07/30/2014	07/31/2014	GOTOCITRIX.COM	\$20.36	PAUL SCHNELL
07/24/2014	07/28/2014	ON SITE SANITATION INC	\$1,470.00	SCOTT SCHULTZ
07/28/2014	07/29/2014	JOHN DEERE LANDSCAPES530	\$286.68	SCOTT SCHULTZ
07/29/2014	07/31/2014	USA MOBILITY WIRELE	\$16.09	SCOTT SCHULTZ
08/02/2014	08/04/2014	CINTAS 60A SAP	\$74.76	SCOTT SCHULTZ
08/02/2014	08/04/2014	CINTAS 60A SAP	\$42.73	SCOTT SCHULTZ
08/06/2014	08/08/2014	MIDWAY PARTY RENTAL	\$328.09	CAITLIN SHERRILL
07/31/2014	08/01/2014	MEDTECH FOR	\$26.00	MICHAEL SHORTREED
08/02/2014	08/04/2014	COMCAST CABLE COMM	\$70.60	MICHAEL SHORTREED
08/05/2014	08/07/2014	SIRCHIE FINGER PRINT LABO	\$37.67	MICHAEL SHORTREED
07/24/2014	07/28/2014	MONARCH WATCH	\$15.00	CHRISTINE SOUTTER
07/26/2014	07/28/2014	IN *JERABEKS NEW BOHEMIAN	\$7.50	CHRISTINE SOUTTER
07/30/2014	07/31/2014	MENARDS 3059	\$5.67	RONALD SVENDSEN
07/31/2014	08/01/2014	GOPHER SPORT	\$1,690.79	JAMES TAYLOR
07/30/2014	07/31/2014	CUB FOODS #1599	\$400.00	PAUL THIENES
07/30/2014	07/31/2014	UNIFORMS UNLIMITED INC.	\$136.44	PAUL THIENES
08/05/2014	08/06/2014	CUB FOODS #1599	\$200.00	PAUL THIENES
08/05/2014	08/07/2014	OFFICE DEPOT #1090	\$109.62	KAREN WACHAL
			\$45,075.85	

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>
	08/15/14	ABRAMS, MARYLEE	448.23
	08/15/14	CARDINAL, ROBERT	448.23
	08/15/14	JUENEMANN, KATHLEEN	448.23
	08/15/14	KOPPEN, MARVIN	448.23
	08/15/14	SLAWIK, NORA	509.26
	08/15/14	COLEMAN, MELINDA	5,295.68
	08/15/14	KNUTSON, LOIS	2,397.05
	08/15/14	KANTRUD, HUGH	184.62
	08/15/14	CHRISTENSON, SCOTT	2,130.71
	08/15/14	JAHN, DAVID	1,990.13
	08/15/14	BURLINGAME, SARAH	2,334.11
	08/15/14	KONEWKO, SOPHIA	212.50
	08/15/14	RAMEAUX, THERESE	3,192.51
	08/15/14	BAUMAN, GAYLE	4,852.92
	08/15/14	ANDERSON, CAROLE	1,209.72
	08/15/14	DEBILZAN, JUDY	1,441.04
	08/15/14	JACKSON, MARY	2,219.30
	08/15/14	KELSEY, CONNIE	2,705.98
	08/15/14	RUEB, JOSEPH	2,999.40
	08/15/14	ARNOLD, AJLA	1,781.23
	08/15/14	BEGGS, REGAN	1,720.21
	08/15/14	GUILFOILE, KAREN	4,542.41
	08/15/14	SCHMIDT, DEBORAH	3,158.62
	08/15/14	SPANGLER, EDNA	1,190.51
	08/15/14	LARSON, MICHELLE	1,984.20
	08/15/14	MECHELKE, SHERRIE	804.75
	08/15/14	MOY, PAMELA	1,707.91
	08/15/14	OSTER, ANDREA	1,991.11
	08/15/14	RICHTER, CHARLENE	1,256.83
	08/15/14	SCHOENECKER, LEIGH	1,803.39
	08/15/14	VITT, SANDRA	1,115.35
	08/15/14	WEAVER, KRISTINE	2,459.39
	08/15/14	CARLE, JEANETTE	48.00
	08/15/14	JAGOE, CAROL	72.00
	08/15/14	THOMALLA, CAROL	48.00
	08/15/14	CORCORAN, THERESA	1,984.19
	08/15/14	KVAM, DAVID	4,390.72
	08/15/14	PALANK, MARY	1,988.80
	08/15/14	SCHNELL, PAUL	5,033.64
	08/15/14	SHORTREED, MICHAEL	4,266.70
	08/15/14	SVENDSEN, JOANNE	2,194.22
	08/15/14	THOMFORDE, FAITH	1,720.20
	08/15/14	WYLIE, TAMMY	834.89

08/15/14	ZAPPA, ANDREW	796.49
08/15/14	ABEL, CLINT	3,264.74
08/15/14	ALDRIDGE, MARK	3,252.33
08/15/14	BAKKE, LONN	3,457.18
08/15/14	BARTZ, PAUL	3,345.76
08/15/14	BELDE, STANLEY	3,468.14
08/15/14	BENJAMIN, MARKESE	3,160.85
08/15/14	BIERDEMAN, BRIAN	3,711.46
08/15/14	BUSACK, DANIEL	3,808.65
08/15/14	CARNES, JOHN	2,562.02
08/15/14	CROTTY, KERRY	3,757.61
08/15/14	DEMULLING, JOSEPH	3,350.69
08/15/14	DOBLAR, RICHARD	4,177.10
08/15/14	DUGAS, MICHAEL	4,579.32
08/15/14	ERICKSON, VIRGINIA	3,716.61
08/15/14	FORSYTHE, MARCUS	2,946.04
08/15/14	FRITZE, DEREK	3,111.30
08/15/14	GABRIEL, ANTHONY	4,154.69
08/15/14	HAWKINSON JR, TIMOTHY	3,011.87
08/15/14	HER, PHENG	3,595.13
08/15/14	HIEBERT, STEVEN	3,281.13
08/15/14	HOEMKE, MICHAEL	2,003.97
08/15/14	HOFMEISTER, TIMOTHY	511.50
08/15/14	JASKOWIAK, AMANDA	480.00
08/15/14	JOHNSON, KEVIN	4,426.20
08/15/14	KONG, TOMMY	3,207.82
08/15/14	KREKELER, NICHOLAS	1,068.10
08/15/14	KROLL, BRETT	3,137.32
08/15/14	LANGNER, SCOTT	3,228.28
08/15/14	LANGNER, TODD	3,172.48
08/15/14	LU, JOHNNIE	465.42
08/15/14	LYNCH, KATHERINE	3,111.30
08/15/14	MARINO, JASON	3,236.47
08/15/14	MARTIN, JERROLD	3,805.88
08/15/14	MCCARTY, GLEN	3,496.79
08/15/14	METRY, ALESIA	3,562.12
08/15/14	MICHELETTI, BRIAN	2,169.05
08/15/14	MULVIHILL, MARIA	2,003.97
08/15/14	NYE, MICHAEL	3,870.66
08/15/14	OLDING, PARKER	2,187.12
08/15/14	OLSON, JULIE	3,066.44
08/15/14	PARKER, JAMES	2,841.05
08/15/14	REZNY, BRADLEY	3,283.96
08/15/14	RHUDE, MATTHEW	3,143.55
08/15/14	SCHOEN, ZACHARY	2,003.97
08/15/14	SLATER, BENJAMIN	2,095.55
08/15/14	STEINER, JOSEPH	3,365.13
08/15/14	SYPNIEWSKI, WILLIAM	3,005.06
08/15/14	TAUZELL, BRIAN	2,957.63
08/15/14	THEISEN, PAUL	3,626.28
08/15/14	THIENES, PAUL	4,201.79
08/15/14	VANG, PAM	570.00
08/15/14	WENZEL, JAY	3,193.87
08/15/14	XIONG, KAO	3,066.44

08/15/14	ANDERSON, BRIAN	359.39
08/15/14	BAHL, DAVID	235.37
08/15/14	BASSETT, BRENT	28.37
08/15/14	BAUMAN, ANDREW	2,961.79
08/15/14	BEITLER, NATHAN	498.10
08/15/14	BOURQUIN, RON	1,143.13
08/15/14	CAPISTRANT, JOHN	558.98
08/15/14	CONCHA, DANIEL	453.96
08/15/14	COREY, ROBERT	479.21
08/15/14	CRAWFORD - JR, RAYMOND	2,543.25
08/15/14	CRUMMY, CHARLES	428.76
08/15/14	DABRUZZI, THOMAS	2,435.34
08/15/14	DAWSON, RICHARD	2,984.90
08/15/14	EVERSON, PAUL	3,171.15
08/15/14	HAGEN, MICHAEL	882.72
08/15/14	HALE, JOSEPH	176.52
08/15/14	HALWEG, JODI	3,475.03
08/15/14	HAWTHORNE, ROCHELLE	2,762.61
08/15/14	HUTCHINSON, JAMES	728.14
08/15/14	IMM, TRACY	198.62
08/15/14	JANSEN, CHAD	163.94
08/15/14	JUREK, GREGORY	177.59
08/15/14	KANE, ROBERT	930.41
08/15/14	KARRAS, JAMIE	554.84
08/15/14	KERSKA, JOSEPH	630.50
08/15/14	KONDER, RONALD	605.28
08/15/14	KUBAT, ERIC	2,874.73
08/15/14	LINDER, TIMOTHY	3,110.58
08/15/14	LOCHEN, MICHAEL	235.35
08/15/14	MERKATORIS, BRETT	176.57
08/15/14	MILLER, LADD	558.99
08/15/14	MILLER, NICHOLAS	624.22
08/15/14	MONDOR, MICHAEL	3,731.87
08/15/14	MONSON, PETER	302.64
08/15/14	NEILY, STEVEN	403.52
08/15/14	NIELSEN, KENNETH	426.60
08/15/14	NOVAK, JEROME	3,062.74
08/15/14	NOWICKI, PAUL	958.38
08/15/14	OLSON, JAMES	2,843.32
08/15/14	O'NEILL, KEVIN	624.20
08/15/14	OPHEIM, JOHN	709.76
08/15/14	PACHECO, ALPHONSE	394.06
08/15/14	PARROW, JOSHUA	624.22
08/15/14	PETERSON, MARK	720.80
08/15/14	PETERSON, ROBERT	3,002.25
08/15/14	POWERS, KENNETH	567.47
08/15/14	RAINEY, JAMES	479.18
08/15/14	RANGEL, DERRICK	488.66
08/15/14	RANK, PAUL	756.62
08/15/14	RICE, CHRISTOPHER	1,048.10
08/15/14	RODDY, BRETT	491.80
08/15/14	RODRIGUEZ, ROBERTO	494.94
08/15/14	SEDLACEK, JEFFREY	3,642.26
08/15/14	STREFF, MICHAEL	3,083.04

08/15/14	SVENDSEN, RONALD	3,057.05
08/15/14	TROXEL, REID	907.98
08/15/14	GERVAIS-JR, CLARENCE	4,157.26
08/15/14	LUKIN, STEVEN	4,815.66
08/15/14	ZWIEG, SUSAN	1,474.36
08/15/14	CORTESI, LUANNE	1,889.57
08/15/14	SINDT, ANDREA	2,480.20
08/15/14	BRINK, TROY	2,482.39
08/15/14	BUCKLEY, BRENT	2,240.99
08/15/14	DEBILZAN, THOMAS	2,240.99
08/15/14	EDGE, DOUGLAS	2,624.40
08/15/14	JONES, DONALD	2,243.29
08/15/14	MEISSNER, BRENT	2,197.79
08/15/14	NAGEL, BRYAN	3,702.80
08/15/14	OSWALD, ERICK	2,349.51
08/15/14	RUIZ, RICARDO	1,765.79
08/15/14	RUNNING, ROBERT	2,459.39
08/15/14	TEVLIN, TODD	2,240.99
08/15/14	BUI, EVAN	1,008.00
08/15/14	BURLINGAME, NATHAN	2,299.20
08/15/14	DUCHARME, JOHN	2,859.20
08/15/14	ENGSTROM, ANDREW	3,274.52
08/15/14	JAROSCH, JONATHAN	3,307.81
08/15/14	LINDBLOM, RANDAL	2,861.51
08/15/14	LOVE, STEVEN	3,852.46
08/15/14	THOMPSON, MICHAEL	4,783.38
08/15/14	ZIEMAN, SCOTT	688.00
08/15/14	JANASZAK, MEGHAN	1,720.19
08/15/14	KONEWKO, DUWAYNE	4,603.18
08/15/14	HAMRE, MILES	1,730.40
08/15/14	HAYS, TAMARA	1,765.79
08/15/14	HINNENKAMP, GARY	2,464.00
08/15/14	NAUGHTON, JOHN	2,240.99
08/15/14	NORDQUIST, RICHARD	2,245.60
08/15/14	PURVES, JUSTIN	1,775.81
08/15/14	RANWEILER, GABRIEL	880.00
08/15/14	SALCHOW, CONNOR	824.00
08/15/14	BIESANZ, OAKLEY	1,617.02
08/15/14	DEAVER, CHARLES	636.93
08/15/14	GERNES, CAROLE	790.50
08/15/14	HAYMAN, JANET	982.77
08/15/14	HUTCHINSON, ANN	2,762.98
08/15/14	SOUTTER, CHRISTINE	420.75
08/15/14	WACHAL, KAREN	992.09
08/15/14	GAYNOR, VIRGINIA	3,383.30
08/15/14	KROLL, LISA	1,984.19
08/15/14	YOUNG, TAMELA	2,144.99
08/15/14	EKSTRAND, THOMAS	3,984.62
08/15/14	FINWALL, SHANN	3,371.44
08/15/14	MARTIN, MICHAEL	2,939.39
08/15/14	BRASH, JASON	2,696.99
08/15/14	CARVER, NICHOLAS	3,628.62
08/15/14	SWAN, DAVID	2,884.99
08/15/14	SWANSON, CHRIS	1,827.39

08/15/14	WEIDNER, JAMES	1,600.00
08/15/14	WELTI, ANDREW	82.50
08/15/14	WELLENS, MOLLY	1,818.77
08/15/14	BJORK, BRANDON	812.00
08/15/14	BRENEMAN, NEIL	2,483.79
08/15/14	COLE, BENJAMIN	612.00
08/15/14	GORACKI, GERALD	76.00
08/15/14	KONG, KATELYNE	8.00
08/15/14	LARSON, KATELYN	492.56
08/15/14	LARSON, TRISTA	240.50
08/15/14	ROBBINS, AUDRA	3,473.33
08/15/14	ROBBINS, CAMDEN	515.00
08/15/14	RUSS, KAYLA	38.50
08/15/14	RYCHLICKI, NICHOLE	720.00
08/15/14	SIEVERT, ALEXIS	242.25
08/15/14	TAYLOR, JAMES	3,149.54
08/15/14	VUKICH, CANDACE	720.00
08/15/14	ADAMS, DAVID	2,100.00
08/15/14	HAAG, MARK	2,594.63
08/15/14	ORE, JORDAN	2,140.93
08/15/14	SCHULTZ, SCOTT	3,487.37
08/15/14	WILBER, JEFFREY	1,793.47
08/15/14	EVANS, CHRISTINE	1,525.57
08/15/14	GLASS, JEAN	2,216.16
08/15/14	HAUBLE, AMANDA	89.25
08/15/14	HOFMEISTER, MARY	1,152.16
08/15/14	KELLEY, CAITLIN	925.37
08/15/14	KULHANEK-DIONNE, ANN	706.50
08/15/14	MEYER, SASHA	1,676.83
08/15/14	PELOQUIN, PENNYE	623.08
08/15/14	SKRYPEK, JOSHUA	272.00
08/15/14	SMITH, CORTNEY	333.13
08/15/14	ST SAUVER, CRAIG	218.50
08/15/14	STAHLMANN, ELLEN	131.75
08/15/14	VUE, LOR PAO	280.71
08/15/14	AICHELE, MEGAN	83.25
08/15/14	AKEY, SHELLEY	81.00
08/15/14	ANDERSON, ALYSSA	145.70
08/15/14	ANDERSON, JOSHUA	771.50
08/15/14	BAETZOLD, CLAIRE	47.03
08/15/14	BAETZOLD, SETH	159.89
08/15/14	BAUDE, JANE	135.30
08/15/14	BAUDE, SARAH	97.14
08/15/14	BEAR, AMANDA	131.25
08/15/14	BERGLUND, ERIK	98.40
08/15/14	BESTER, MICHAEL	103.50
08/15/14	BORCHERT, JONATHAN	89.25
08/15/14	BUCKLEY, BRITTANY	708.49
08/15/14	BUTLER, ANGELA	288.00
08/15/14	CORCORAN, JOSHUA	514.34
08/15/14	CRANDALL, ALYSSA	15.38
08/15/14	CRANDALL, KRISTA	611.02
08/15/14	DEMPSEY, BETH	214.62
08/15/14	DRECHSEL, HEIDI	87.00

08/15/14	DRECHSEL, SARAH	53.64
08/15/14	DUCHARME, DANIELLE	104.00
08/15/14	DUNN, RYAN	1,063.35
08/15/14	EPLAND, PETER	141.00
08/15/14	ERICKSON-CLARK, CAROL	18.56
08/15/14	ERICSON, RACHEL	338.17
08/15/14	FARRELL, DANIEL	267.56
08/15/14	FONTAINE, KIM	603.00
08/15/14	GRAY, MEGAN	353.17
08/15/14	GRAY, SOPHIE	52.20
08/15/14	GRUENHAGEN, LINDA	190.50
08/15/14	HAGSTROM, EMILY	346.20
08/15/14	HANSEN, HANNAH	732.83
08/15/14	HASSAN, KIANA	314.27
08/15/14	HEINRICH, SHEILA	221.76
08/15/14	HOLMBERG, LADONNA	222.76
08/15/14	HORWATH, RONALD	3,000.03
08/15/14	HUNTLEY, NATALIE	29.23
08/15/14	JOHNSON, BARBARA	470.70
08/15/14	KEMP, MAYA	39.38
08/15/14	KOHLER, ROCHELLE	32.38
08/15/14	KOLLER, NINA	614.50
08/15/14	LAMEYER, BRENT	130.20
08/15/14	LAMEYER, ZACHARY	412.13
08/15/14	LAMSON, ELIANA	27.00
08/15/14	MASON, AMY	154.90
08/15/14	MCCOMAS, LEAH	138.75
08/15/14	MILLER, MELISSA	131.75
08/15/14	MUSKAT, JULIE	52.50
08/15/14	NITZ, CARA	448.00
08/15/14	NORTHOUSE, KATHERINE	249.75
08/15/14	OHS, CYNTHIA	207.00
08/15/14	PROESCH, ANDY	371.00
08/15/14	RANEY, COURTNEY	852.00
08/15/14	RAU, COLE	40.50
08/15/14	REHLING-ANDERSON, LORIE	607.75
08/15/14	RENSTROM, KEVIN	225.75
08/15/14	RESENDIZ, LORI	2,597.77
08/15/14	RICHTER, DANIEL	113.40
08/15/14	RODILES, CECILLIA	17.00
08/15/14	ROSAND, WALKER	178.00
08/15/14	SCHERER, KATHLENE	50.00
08/15/14	SCHREIER, ABIGAIL	443.78
08/15/14	SCHREIER, ROSEMARIE	13.00
08/15/14	SCHREIER, ZACHARY	111.11
08/15/14	SMITH, ANN	195.22
08/15/14	SMITH, CASEY	336.64
08/15/14	SMITH, JEROME	140.00
08/15/14	SMITLEY, SHARON	336.72
08/15/14	SYME, ABBEY	339.06
08/15/14	SYME, LAUREN	200.14
08/15/14	TREPANIER, TODD	264.50
08/15/14	TUPY, HEIDE	85.88
08/15/14	TUPY, MARCUS	112.81

	08/15/14	WALES, ABIGAIL	469.01
	08/15/14	WARNER, CAROLYN	158.40
	08/15/14	WEIMANN, NICHOLAS	112.00
	08/15/14	WEINHAGEN, SHELBY	357.50
	08/15/14	WHITE, DANICA	69.76
	08/15/14	YUNKER, JOSEPH	58.00
	08/15/14	BOSLEY, CAROL	108.00
	08/15/14	LANGER, CHELSEA	85.50
	08/15/14	MOSLOSKI, JESSICA	48.88
	08/15/14	RANGEL, SAMANTHA	212.00
	08/15/14	WISTL, MOLLY	305.63
	08/15/14	BOWMAN, CHRIS	80.00
	08/15/14	CRAWFORD, SHAWN	420.00
	08/15/14	CUSICK, JESSICA	295.38
	08/15/14	DOUGLASS, TOM	2,414.45
	08/15/14	INDA, ANTHONY	144.00
	08/15/14	KRECH, ELAINE	553.31
	08/15/14	LEYVA LUNDBERG, DANTE	107.20
	08/15/14	LOONEY, RAYJEANIA	180.00
	08/15/14	MAIDMENT, COLIN	669.00
	08/15/14	MALONEY, SHAUNA	283.00
	08/15/14	PRINS, KELLY	1,888.99
	08/15/14	REILLY, MICHAEL	2,022.49
	08/15/14	STEFFEN, MICHAEL	102.00
	08/15/14	COUNTRYMAN, BRENDA	1,320.00
	08/15/14	JACOBSON, AMANDA	560.00
	08/15/14	PRIEM, STEVEN	2,520.89
	08/15/14	WOEHRLE, MATTHEW	2,606.32
	08/15/14	XIONG, BOON	1,544.99
	08/15/14	BERGO, CHAD	2,824.09
	08/15/14	FOWLDS, MYCHAL	3,989.58
	08/15/14	FRANZEN, NICHOLAS	2,988.47
	08/15/14	KREGER, JASON	2,353.80
9990125	08/15/14	MAHRE, GERALDINE	72.00
9990126	08/15/14	BONKO, NICHOLAS	120.00
9990127	08/15/14	CHRISTOPHER, KYLE	199.75
9990128	08/15/14	HANNIGAN, RACHEL	42.00
9990129	08/15/14	BICKFORD, JACKLINE	56.00
9990130	08/15/14	SCHMIDT, VICTORIA	148.00
			532,225.38

**MEMORANDUM**

**TO:** Melinda Coleman, Interim City Manager  
**FROM:** Karen Guilfoile, Citizen Services Director  
**DATE:** August 20, 2014  
**SUBJECT:** Approval of a Temporary Lawful Gambling Permit for the Good Samaritan Society – Maplewood, 550 Roselawn Ave E

**Introduction**

An application for a temporary Lawful Gambling permit has been submitted by Debra Bland on behalf of the Good Samaritan Society – Maplewood, 550 Roselawn Ave E.

**Background**

This permit will be used for the organization's annual Turkey Dinner Raffle, which will be held on Thursday, November 20, 2014. Proceeds from the event will go towards raising funds to benefit the residents at Good Samaritan Society – Maplewood.

**Budget Impact**

None

**Recommendation**

Staff recommends that Council approve the temporary Lawful Gambling permit for the Good Samaritan Society – Maplewood, 550 Roselawn Ave E

**Attachments**

None

## MEMORANDUM

**TO:** Melinda Coleman, Interim City Manager

**FROM:** Mychal Fowlds, IT Director

**DATE:** August 19, 2014

**SUBJECT:** Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 6 with Jorgenson Construction, Police Department Expansion Project – Phase 3

### Introduction

The City Council will consider approving the attached resolution directing the modification of the existing construction contract for the Police Department Expansion Project – Phase 3.

### Background

On October 28, 2013, the Council awarded Jorgenson Construction a construction contract for the build out of offices and modification of existing areas in 1830 County Road B East in the amount of \$2,185,000. There has been 5 change orders to the contract to date.

#### *Add roof curbs over locker room (Increase)*

Roof curbs were not included on the initial contract plans and are needed to facilitate the support of the roof top exhaust fan.

#### *Changes to locker room soffit lights (Increase)*

The original electrical drawings did not call out the soffit lighting over the toilets and sinks in the locker rooms. This item includes the electrical work needed for those lights.

#### *Additional grading for drainage (Increase)*

To ensure proper drainage in the rear of the garage we needed to look for a new solution to drain the new parking area in the rear and the runoff from part of the garage roof. This new work was not included in the original contract. Rather than install a below ground drainage system which was estimated at costing roughly \$40,000 we're moving forward with a surface drain solution. This requires some additional grading work not included in the original contract and is included in this item.

#### *Installation and venting of 6 additional lockers (Increase)*

When originally planned, 8 lockers in the Women's locker room were enough for current staff and provided a few lockers for additional hires. Currently we're at capacity with recent hires and need to provide room for additional growth. This item covers the installation of the lockers along with the electrical and HVAC work required for the installation.

#### *Installation of loop detector for garage door (Increase)*

The conduit for the loop detector was included in the bid documents but the actual wiring loop that detects a vehicle and opens the door automatically was not included. This item is to install that wiring so that the exiting of the garage is automated.

#### *Run new electrical line to hazmat storage (Increase)*

With the new drainage requirements on the back portion of the garage the conduit with electrical line that feeds the hazmat storage shed needs to be rerun at a deep depth to meet code. This item does just that.

*Additional cost of removing concrete tower foundation (Increase)*

When the original tower was removed the concrete base that needed to be removed ended up being much thicker than originally bid. The increased thickness of the concrete resulted in additional hours of demolition along with additional disposal costs which are included in this item.

*Bearing changes over doors (Increase)*

We needed to revise the details for the lintels above the main doors in the garage so as to not conflict with the beam bearing plates.

*Plumbing work associated with RFI changes (Increase)*

This item includes the moving of the existing gas line in the sallyport for the existing unit heater which conflicts with the new gas line. This item, actually the bulk of this item, is to update existing fittings to meet code. Specifically, to update valves in existing/relocated water meter to meet code, extend plumbing vent to meet code and to replace an existing gas regulator to make it accessible for maintenance.

*HVAC work to move heater in sallyport (Increase)*

The new gas line that feeds City Hall and the Police Department now comes into the Sally Port. That line is where lines to an existing heater currently sit. This item includes relocating those lines so that the lines to the heater do not interfere with the new gas line.

The change order costs are summarized below:

<u>Change Order #6</u>	<u>Amount</u>
1 Add roof curbs over locker room	\$ 2,281.00
2 Changes to locker room soffit lights	\$ 2,455.00
3 Additional grading for drainage	\$ 2,265.00
4 Installation and venting of 6 additional lockers	\$ 5,055.00
5 Installation of loop detector for garage door	\$ 860.00
6 Run new electrical line to hazmat storage	\$ 1,420.00
7 Additional cost of removing concrete tower foundation	\$ 1,327.00
8 Bearing changes over doors	\$ 491.00
9 Plumbing work associated with RFI changes	\$ 7,693.00
10 HVAC work to move heater in sallyport	\$ 530.00
	<u>\$ 24,377.00</u>

**Budget Impact**

Approval of Change Order No. 6 will increase the project construction contract amount by \$24,377.00 from \$2,293,846 to \$2,318,223. No adjustments to the approved budget are needed at this time.

**Recommendation**

Staff recommends that the council approve the attached Resolution Directing Modification of Existing Construction Contract, Change Order No. 6, for the Police Department Expansion Project – Phase 3.

**Attachments**

1. Resolution Directing Modification of Existing Construction Contract, Change Order No. 6
2. Change Order Form

**RESOLUTION  
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT  
POLICE DEPARTMENT EXPANSION PROJECT - PHASE 3, CHANGE ORDER NO. 6**

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. 6.

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. 6.

Adopted by the Maplewood City Council on this 25th day of August 2014.

**CHANGE ORDER  
CITY OF MAPLEWOOD**

**PROJECT NAME:** Police Department Expansion Project - Phase 3  
**CONTRACTOR:** Jorgenson Construction  
**CHANGE ORDER NO.:** Six (6)  
**DATE:** August 25, 2014

The following changes shall be made in the contract documents:

**CHANGE ORDER NO. 6**

Item No.	Item Description	Amount
<u>Change Order #6</u>		<u>Amount</u>
1	Add roof curbs over locker room	\$ 2,281.00
2	Changes to locker room soffit lights	\$ 2,455.00
3	Additional grading for drainage	\$ 2,265.00
4	Installation and venting of 6 additional lockers	\$ 5,055.00
5	Installation of loop detector for garage door	\$ 860.00
6	Run new electrical line to hazmat storage	\$ 1,420.00
7	Additional cost of removing concrete tower foundation	\$ 1,327.00
8	Bearing changes over doors	\$ 491.00
9	Plumbing work associated with RFI changes	\$ 7,693.00
10	HVAC work to move heater in sallyport	\$ 530.00
		<b>\$ 24,377.00</b>

**TOTAL SCHEDULE CO #6** **\$24,377.00**

**CONTRACT STATUS:**

**Original Contract:** \$2,185,000.00  
**Net Change of Prior Changes:** \$108,846.00  
**Change this Change Order:** \$24,377.00  
**Revised Contract:** \$2,318,223.00

**Recommended By: SEH, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Agreed to By: Jorgenson Construction**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Approved By: City of Maplewood**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**MEMORANDUM**

**TO:** Melinda Coleman, Interim City Manager

**FROM:** Michael Martin, AICP, Planner

**DATE:** August 19, 2014

**SUBJECT:** Approval of a Conditional Use Permit Review – Beaver Lake Town Houses, Maryland Avenue and Lakewood Drive

**Introduction**

The conditional use permit (CUP) for the planned unit development (PUD) for the Beaver Lake Town Houses is due for its annual review.

**Background**

On May 28, 2002, the city council made several approvals for the Beaver Lake Town Houses. These included:

1. A conditional use permit (CUP) for a planned unit development (PUD) for a 148-unit housing development. The applicant requested the CUP because Section 44-1250 of the city code (shoreland district regulations) requires a PUD for developments with buildings having more than four units when the site is in the shoreland district of a lake. In this case, the site is in the shoreland district of Beaver Lake and will have a mix of housing with 40 single-family detached townhomes and 108 rental units in 11 8-unit and 5 4-unit buildings. In addition, having a PUD gives the city and developer a chance to be more flexible with site design and development details (such as setbacks and street right-of-way and pavement widths) than the standard city requirements would normally allow. (See the approved site plan attached)
2. Street right-of-way and easement vacations. These were for the unused street right-of-ways and easements on the site.
3. A preliminary plat to create the lots in the development.
4. Authorization for city staff to spend city open space funds and to use a \$150,000 DNR grant to buy about 8.9 acres of the project site for park and open space purposes.

(See the city council minutes attached)

On July 9, 2002, the community design review board (CDRB) approved the proposed design plans (architectural, landscaping, etc.) for the development. Mr. Emmerich appealed to the city council a part of the CDRB's approval about brick on the exteriors of the four and eight-unit buildings.

On August 12, 2002, the city council approved Mr. Emmerich's appeal of the CDRB's condition about adding more brick to the four and eight-unit buildings within the site. (That is, the city will not be requiring Mr. Emmerich to add more brick to the buildings as the CDRB required.)

On August 26, 2002, the city council awarded the contract for the construction of the Beaver Lake sanitary sewer improvement project to Barbarosoa and Sons, Inc. They completed this sewer project in December 2002.

On November 13, 2002, the city council approved the first final plat for the Beaver Lake Town Houses. This plat created six lots for detached town houses along Maryland Avenue, several outlots for future phases of the development and the park area along the creek in the center of the site.

On March 31, 2003, the city council approved the second final plat for the Beaver Lake Town homes. This plat created 16 lots for detached town houses in the area west of Sterling Street and south of the creek corridor.

On June 9, 2003, the city council reviewed the conditional use permit (CUP) for the planned unit development (PUD) for this development and agreed to review it again in one year.

On September 8, 2003, the city council approved the Beaver Lake Townhomes Third Addition final plat. This plat created 18 lots for detached town houses in the area west of the creek and east of Lakewood Drive.

On June 28, 2004, the city council reviewed the conditional use permit (CUP) for the planned unit development (PUD) for this development and agreed to review it again in one year.

On June 13, 2005, June 26, 2006, June 11, 2007 and January 14, 2008 the city council reviewed the conditional use permit for this property.

On March 24, 2008, the city council approved the final plat for the Beaver Lake Fourth and Fifth Additions. These final plats created new lots for the construction of new units from former outlots.

On June 23, 2008, staff presented to the city council the landscape and tree plans for Beaver Lake Townhomes.

On April 27, 2009, the city council tabled the CUP review until its next meeting so that staff could provide more information.

On May 11, 2009, the city council reviewed the conditional use permit (CUP) for the planned unit development (PUD) for this development and agreed to have the CUP brought back to the council in three months to report on erosion, garbage and restoration issues. The city council also approved a revision to the CUP allowing for minimum street widths to be 27'4" when parking occurs on one side of the road.

August 10, 2009, August 9, 2010, August 8, 2011, August 13, 2012 and August 12, 2013 the city council reviewed the conditional use permit for this property and agreed to review it again in one year.

**Discussion**

The construction of this development is complete. During staff's inspection, a few trees were found dead throughout the site and need to be replaced. Staff is recommending reviewing the permit in one year to ensure the site construction is completed and the dead trees are replaced.

**Budget Impact**

None.

**Recommendation**

Review the conditional use permit for the planned unit development for the Beaver Lake Town Houses at Maryland Avenue and Lakewood Drive again in one year or sooner if the owner proposes a major change to the site or to the project plans.

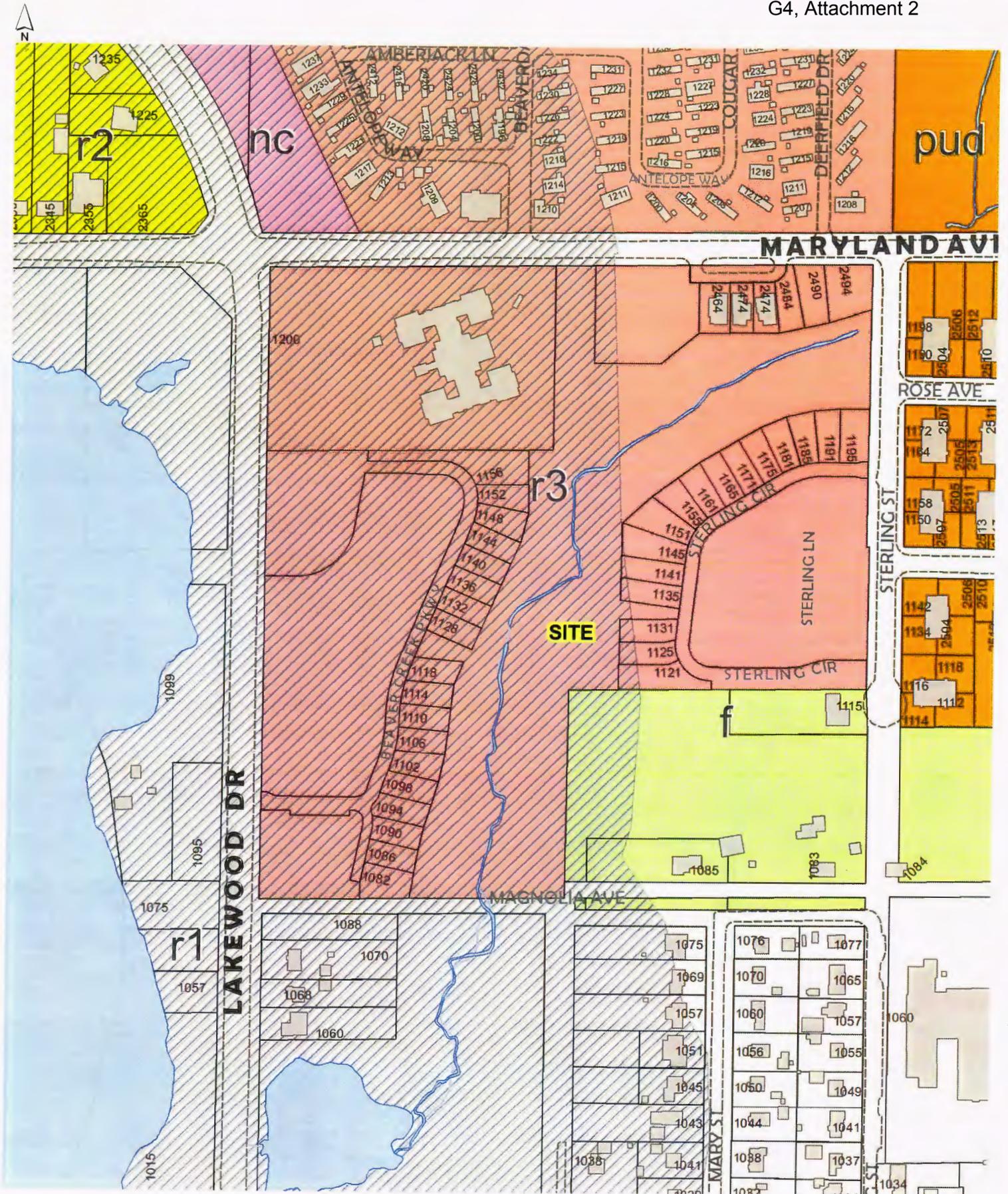
**Attachments**

1. Location Map
2. Property Line/Zoning Map
3. Site Plan
4. May 28, 2002 City Council Minutes

p:sec25/Beaver Lake TH CUP Review\_082514

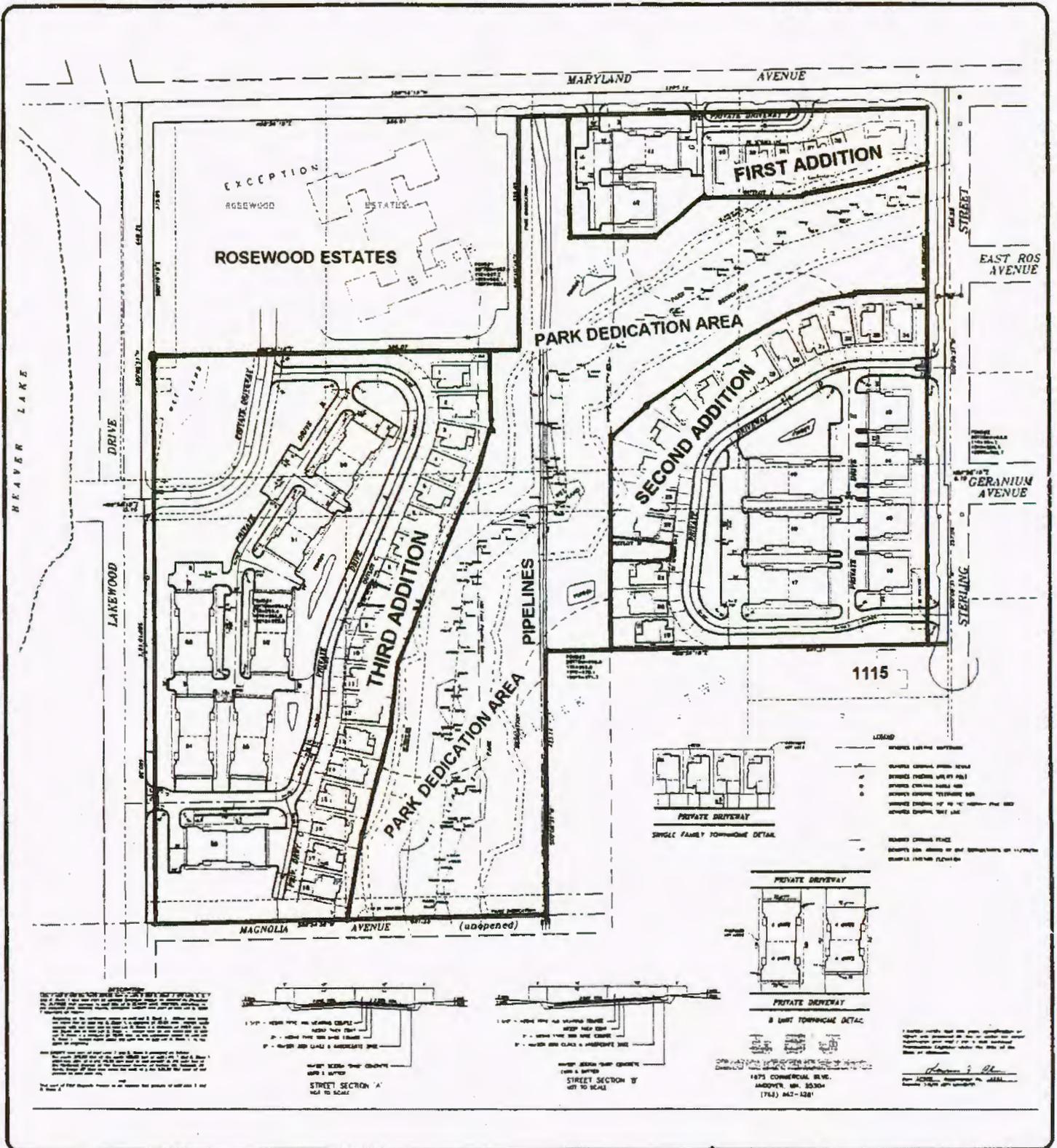


**Location Map**  
*Beaver Lake Townhomes*



# Zoning Map

## Beaver Lake Townhomes



**SITE PLAN**  
**BEAVER LAKE TOWNHOMES**

3-12-02





Kevin Berglund, 1929 Kingston Avenue, Maplewood  
Joan Dorling, 1115 Sterling Street North, Maplewood  
Will Rossbach, 1386 E. County Road C, Maplewood  
Kay Peterson, Second Appearance  
Mark Dorling, Second Appearance  
Bob Zick, Second Appearance  
Kevin Berglund, Second Appearance

e. Mayor Cardinal closed the public hearing.

Councilmember Koppen moved to adopt the following resolution approving a conditional use permit for a planned unit development for the Beaver Lake Townhome development on the south side of Maryland Avenue between Sterling Street and Lakewood Drive:

**RESOLUTION 02-05-098  
CONDITIONAL USE PERMIT RESOLUTION**

WHEREAS, Mr. Tony Emmerich, representing the AJE Companies, applied for a conditional use permit (CUP) for the Beaver Lake Townhomes residential planned unit development (PUD).

WHEREAS, this permit applies to undeveloped property for the Beaver Lake Townhomes PUD south of Maryland Avenue between Sterling Street and Lakewood Drive in Section 25, Township 29, Range 22, Ramsey County, Minnesota. (PINS 25-29-22-21-0010 and 25-29-22-21-0011.)

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

1. On April 15, 2002, the planning commission recommended that the city council approve this permit.
2. On May 28, 2002, the city council held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The council gave everyone at the hearing a chance to speak and present written statements. The council also considered reports and recommendations of the city staff and planning commission. The council tabled action on the development request until May 14, 2001.

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

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the city's comprehensive plan and code of ordinances.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.

4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
5. The use would generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions:

1. All construction shall follow the plans date-stamped March 12, 2002 except for the following changes:
  - a. Revising the grading and site plans to show:
    - (1) No grading or ground disturbance in the park dedication area and in the wetland and stream buffer areas except:
      - (a) As allowed by the watershed district.
      - (b) For the utilities, trails and footbridge.
    - (2) The required trails and sidewalks.
    - (3) Revised storm water pond locations and designs as suggested or required by the watershed district or city engineer. The ponds shall meet the city's design standards.
    - (4) The developer minimizing the loss or removal of natural vegetation including keeping and protecting the grove of coniferous trees (pines) (an area of natural significance) that is in and near the south side of the stream corridor near the rear of proposed buildings 26-34.

- (5) All driveways at least 20 feet wide. If the developer wants to have parking on one side of a driveway, then that driveway must be at least 28 feet wide.
- (6) All parking stalls with a width of at least nine feet and a length of at least 18 feet.
- c. The developer deeding the area labeled “Park Dedication” on the plans to the City of Maplewood. This dedication is to help protect the most sensitive natural features on the site and would protect this part of the site from building, fences, mowing, cutting, filling, grading, dumping or other ground disturbances. This dedication also would help ensure the natural linear or corridor aspect of the site (primarily around the stream) main as it is now. The Parks and Recreation Director shall approve the land or the area(s) for dedication to the city.

The city shall use the Greenways grant from the DNR, while matching the state dollars with city open space money, (as is required) to buy the protected area along the stream and wetlands labeled as Park Dedication on the plan dated March 12, 2002.

The city council may approve major changes to the plans. The director of community development may approve minor changes.

- 2. The proposed construction must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
- 3.\* Have the city engineer approve final construction and engineering plans. These plans shall:
  - a. Include grading, utility, drainage, erosion control, streets, trails, sidewalks, tree, driveway and parking lot plans.
  - b. Show no grading or ground disturbance (except where utilities or trails are installed) in the:
    - (1) Required wetland and stream buffer areas.
    - (2) Park Dedication area. This land will be for city park and open space purposes. The developer and contractors shall protect the park dedication area, including the grove of coniferous trees (pines) (an area of natural significance) that is in and near the south side of the stream corridor, from encroachment from equipment, grading or filling.

City-required trails are allowed in the buffer and park dedication areas.

- c. Include a storm water management plan for the proposal.
- d. Include a coordinated plan with the public works department for the design and

installation of the sanitary sewer lines or for the repair or realignment of the existing sanitary sewer line that runs through the site.

4. The design of the ponds shall meet Maplewood's design standards and shall be subject to the approval of the city engineer. If needed, the developer shall be responsible for getting any off-site pond and drainage easements.
5. The developer or contractor shall:
  - a. Complete all grading for the site drainage and the ponds, complete all public improvements and meet all city requirements.
  - b.\* Place temporary orange safety fencing and signs at the grading limits.
  - c. Install permanent signs around the edge of the wetland buffer easements. These signs shall mark the edge of the easements and shall state there shall be no mowing, vegetation cutting, filling or dumping.
  - d. Install survey monuments along the wetland boundaries.
  - e. Remove any debris, junk or fill from the wetlands, stream corridor, park dedication area and site.
  - f. Install a six-foot-wide concrete sidewalk along the south side of Maryland Avenue between Sterling Street and the west property line of the site. The developer's engineer shall show this sidewalk on the grading and construction plans. The city engineer shall approve the details of these plans.
  - g. Construct an eight-foot-wide paved public walkway and two-rail split-rail fencing in the following locations:
    - (1) From Private Driveway A in the west side of the site between Lots 8 and 9 to near the stream in the center of the site.
    - (2) From Private Driveway D in the east side of the site, between Lots 21 and 22 to near the stream in the center of the site.

The trail must have a surface that is not impervious when the trail is in a wetland or stream buffer area. The developer's engineer shall design the trails to follow the existing property contours and proposed utility corridors to save as many trees as possible and to minimize the amount of grading necessary to install the trails.

- b. Restore all disturbed areas within the stream corridor and park dedication area with a native seed mix approved by the watershed district and by the city engineer.

- 6.\* The developer shall give the city wetland easements over the wetlands and the stream. The easements shall cover the wetlands and any land within 50 feet surrounding a wetland. The easements also shall cover the stream and any land within 50 feet of the top of the stream bank. These easements shall prohibit any building, mowing, cutting, filling or dumping within fifty feet of the wetland and the stream or within the wetland itself. The purpose of this easement is to protect the water quality of the wetlands and the stream from fertilizer and to protect the wetland and stream habitat from encroachment.
2. The approved setbacks for the principal structures in the Beaver Lake Townhome PUD shall be:
- a. Front-yard setback (from a private driveway): minimum - 20 feet, maximum - 35 feet
  - b. Front-yard setback (public side street): minimum - 25 feet, maximum - 40 feet
  - c. Rear-yard setback: none
  - d. Side-yard setback (town houses): minimum - 5 feet to a property line and 10 feet minimum between buildings
  - e. Side yard setbacks (apartments): 20 feet minimum between buildings
8. This approval does not include the design approval for the townhomes or for the apartments. The project design plans, including architectural, site, lighting, tree and landscaping plans, shall be subject to review and approval of the community design review board (CDRB). The projects shall be subject to the following conditions:
- a. Meeting all conditions and changes as required by the city council.
  - b. The buildings in the shoreland district shall have a maximum height of 25 feet (unless the city council approves taller structures).
  - c. The developer shall design the structures to reduce their visibility from the lake. This shall include using vegetation, topography, increased setbacks, color or other means to accomplish the screening. The city may require additional vegetation to help screen these facilities.
  - d. For the driveways:
    - (1) Minimum width - 20 feet.
    - (2) Maximum width - 28 feet.

- (3) All driveways less than 28 feet in width shall be posted for “No Parking” on both sides. Driveways at least 28 feet wide may have parking on one side and shall be posted for no parking on one side.
- e. Showing all changes required by the city as part of the conditional use permit for the planned unit development (PUD).
- 9. The city shall not issue any building permits for construction on an outlot (per city code requirements). The developer must record a final plat to create buildable lots for any outlot in the preliminary plat before the city will issue a building permit.
- 10. The developer paying the city \$94,000 in Park Availability Charges (PAC fees) for this development.
- 11. The city council shall review this permit in one year.

Seconded by Councilmember Wasiluk

Ayes-All

Councilmember Koppen moved to adopt the following resolution approving a street right-of-way and easement vacations for the Beaver Lake Townhomes (Lakewood Drive and Maryland Avenue):

**RESOLUTION 02-05-099  
STREET RIGHT-OF-WAY VACATION RESOLUTION**

WHEREAS, Mr. Tony Emmerich, representing the AJE Companies, applied for the vacation of the following described street right-of-ways:

- 1. That part of the Sterling Street right-of-way as a roadway easement according to the document filed with Ramsey County lying within the West 25 feet of the East 58 feet of Lot 5, Block 2, Beaver Lake Addition.
- 2. That part of Magnolia Avenue (formerly known as Cherry Avenue) as platted in Beaver Lake Addition lying between the east right-of-way line of Lakewood Drive (the west line of Lot 8, Block 2, Beaver Lake Addition extended south) and the east property line of Lot 7, Block 2, Beaver Lake Addition extended south.

All in Section 25, Township 29, Range 22 in Ramsey County.

WHEREAS, the history of these vacations is as follows:

- 1. On April 15, 2002, the planning commission recommended that the city council approve these street vacations.

2. On May 28, 2002, the city council held a public hearing. City staff published a notice in the Maplewood Review and sent notices to the abutting property owners. The Council gave everyone at the hearing a chance to speak and present written statements. The council also considered reports and recommendations from the city staff and planning commission. The council tabled action on the development request until May 14, 2001.

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

1. Lot 5, Block 2, Beaver Lake Addition (PIN 25-29-22-21-0010)
2. Lots 7 and 8, Block 2, Beaver Lake Addition (PIN 25-29-22-21-0011)
3. The North 161.83 feet of the West 1/4 of the SE 1/4 of the NW 1/4 (subject to roads) of Section 25, Township 29, Range 22 (1070 Lakewood Drive North) (PIN 25-29-22-24-0072)
4. Except the North 290.66 feet of the West 1/2 North 677.06 feet of the West 1/2 of the SE 1/4 of the NW 1/4 (Subject to roads and easement) in SEC 25, TN 29, RN 22 (PIN 25-29-22-24-0073)

All in Section 25, Township 29, Range 22, Maplewood, Ramsey County, Minnesota.

NOW, THEREFORE, BE IT RESOLVED that the city council approved the above-described vacation since it is in the public interest based on the following reasons:

2. The adjacent properties have adequate street access.
3. These right-of-ways are not needed for the public purpose of street construction.
4. The developer will be building private streets and driveways in the project.

**RESOLUTION 02-05-100**  
**EASEMENT VACATION RESOLUTION**

WHEREAS, Mr. Tony Emmerich, representing the AJE Companies, applied for the vacation of the following-described easements:

That part of the following sanitary sewer easement according to document number 1504484 lying within Lots 7 and 8, Block 2, Beaver Lake Addition, described as follows:

Beginning on the West line of the Northeast quarter of the Northwest quarter of Section 25, Township 29, Range 22, a distance of 603 feet South of the Northwest corner of said Northeast quarter of Northwest quarter; thence East 153 feet; thence South 185 feet; thence South 85 degrees, 03 minutes East 172.9 feet; thence South 1 degree 38 minutes 30 seconds West a distance of 80 feet; thence South 88 degrees 21 minutes, 30 seconds East a distance of 170.25 feet more or less to a point on the West line of the 50 foot sewer easement hereinafter

described, all of the foregoing being over Lot 8, Block 1 and Lots 7 and 8, Block 2, Beaver Lake Addition.

All lying south of Maryland Avenue and between Lakewood Drive and Sterling Street in Section 25, Township 29, Range 22, Maplewood, Minnesota.

WHEREAS, the history of this vacation is as follows:

1. On April 15, 2002, the planning commission recommended that the city council approve these vacations.
2. On May 28, 2002, the city council held a public hearing. The city staff published a notice in the Maplewood Review and sent a notice to the abutting property owners. The council gave everyone at the hearing a chance to speak and present written statements. The council also considered reports and recommendations from the city staff and planning commission. The council tabled action on the development request until May 14, 2001.

WHEREAS, after the city approves these vacations, public interest in the property will go to the following abutting property:

Lot 8, Block 1, Beaver Lake Addition and Lots 7 and 8, Block 2, Beaver Lake Addition (PIN 25-29-22-21-0011)

All in Section 25, Township 29, Range 22, Ramsey County, Minnesota

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

1. It is in the public interest.
2. The city and the adjacent property owners have no plans to build a street or utilities in these locations.
3. The adjacent properties have access to public streets and utilities.

Seconded by Councilmember Collins

Ayes-All

Councilmember Koppen moved to adopt the preliminary plat for Beaver Lake Townhome development on the south side of Maryland Avenue between Sterling Street and Lakewood Drive. The developer shall complete the following before the city council approves the final plat:

1. Sign an agreement with the city that guarantees that the developer or contractor will:

- a. Complete all grading for overall site drainage, complete all public improvements and meet all city requirements.
- b.\* Place temporary orange safety fencing and signs at the grading limits.
- c. Have Xcel Energy install Group V rate street lights in at least 15 locations - primarily at street and driveway intersections and street or driveway curves. The exact style and location shall be subject to the city engineer's approval.
- d. Pay the city for the cost of traffic-control, street identification and no parking signs.
- e. Provide all required and necessary easements.
- f. Cap, seal and abandon any wells that may be on the site, subject to Minnesota rules and guidelines.
- g. Complete and replace as necessary all curb and gutter on Sterling Street and on Maryland Avenue. This is to replace the existing driveways and driveway aprons on these streets. This shall include the repair of the pavement and the restoration and sodding of the boulevards.
- h. For the trails and sidewalks, complete the following:
  - (1) Construct an eight-foot-wide paved public walkway and two-rail split-rail fencing in the following locations:
    - a. From Private Drive A in the west side of the site between Lots 8 and 9 to near the stream in the center of the site.
    - b. From Private Drive D in the east side of the site, between Lots 21 and 22 to near the stream.All trails between lots shall be in a publicly-owned pedestrian way or outlot.
  - (2) The developer also shall build a six-foot-wide sidewalk along the south side of Maryland Avenue between Sterling Street and the west property line of the site.
  - (3) The developer shall install a two-rail split-rail fence on both sides of each trail and posts at the end of the trails to prevent motorized vehicles from using the trail.
  - (4) The developer shall build the trails, sidewalks and fencing with the driveways and streets before the city approves a final plat.
  - (5) The city engineer must approve these plans.

- i. Install permanent signs around the edge of the wetland and stream buffer easements. These signs shall mark the edge of the easements and shall state there shall be no mowing, vegetation cutting, filling, grading or dumping beyond this point. City staff shall approve the sign design and location before the contractor installs them. The developer or contractor shall install these signs before the city issues building permits in this plat.
  - j. Install survey monuments along the wetland boundaries.
  - k. Install survey monuments and signs along the edges of the area labeled "Park Dedication." These signs shall explain that the area beyond the signs is a public park area and that there shall be no building, fences, mowing, cutting, filling, dumping or other ground disturbance in that area. The developer or contractor shall install these signs before the city issues building permits in this plat.
  - b. Install signs where the driveways for the apartments and for the town houses intersect the public streets indicating that they are private driveways.
- 2.\* Have the city engineer approve final construction and engineering plans. These plans shall include grading, utility, drainage, erosion control, tree, trail, sidewalk, driveway and street plans. The plans shall meet the following conditions:
- a. The erosion control plans shall be consistent with the city code.
  - b. The grading plan shall show:
    - (1) The proposed building pad elevation and contour information for each building site. The lot lines on this plan shall follow the approved preliminary plat.
    - (3) Contour information for all the land that the construction will disturb.
    - (4) Building pads that reduce the grading on site where the developer can save large trees.
    - (5) The street, driveway and trail grades as allowed by the city engineer.
    - (5) All proposed slopes on the construction plans. The city engineer shall approve the plans, specifications and management practices for any slopes steeper than 3:1. On slopes steeper than 3:1, the developer shall prepare and implement a stabilization and planting plan. These slopes shall be protected with wood fiber blanket, be seeded with a no-maintenance vegetation and be stabilized before the city approves the final plat.

- (6) All retaining walls on the plans. Any retaining walls taller than four feet require a building permit from the city. The developer shall install a protective rail or fence on top of any retaining wall that is taller than four feet.
- (2) Sedimentation basins or ponds as required by the watershed board or by the city engineer.
- (3) No grading beyond the plat boundary without temporary grading easements from the affected property owner(s).
- (4) Additional information for the property south of the project site. This shall include elevations of the existing ditch, culverts and catch basins and enough information about the storm water flow path from the proposed ponds.
- (5) Emergency overflows between Lots 8 and 9, Lots 21 and 22 and south of proposed building 42 (out of proposed ponds 1, 3 and 4). The overflow swales shall be protected with permanent soil-stabilization blankets.
- (11) Restoration in the stream corridor and park dedication area being done with native seed mix or vegetation as approved by the city engineer and by the watershed district.

c.\* The tree plan shall:

- (1) Be approved, along with the landscaping, by the Community Design Review Board (CDRB) before site grading or final plat approval.
- (2) Show where the developer will remove, save or replace large trees. This plan shall include an inventory of all existing large trees on the site.

- (3) Show the size, species and location of the replacement and screening trees. The deciduous trees shall be at least two and one half (2 ½) inches in diameter and shall be a mix of red and white oaks, ash, lindens, sugar maples or other native species. The coniferous trees shall be at least eight (8) feet tall and shall be a mix of Black Hills Spruce, Austrian pine and other species.
- (4) Show no tree removal in the buffer zones, park dedication areas or beyond the approved grading and tree limits.
- (5) Include for city staff a detailed tree planting plan and material list.
- (6) Group the new trees together. These planting areas shall be:
  - (a) near the ponding areas
  - (b) on the slopes
  - (c) along the trails
  - (d) along the east side of Lakewood Drive to screen the proposed buildings from Beaver Lake
  - (e) along the south side of the site (west of Sterling Street) to screen the development from the existing house to the south

The developer may use the tree groupings to separate the different types of residences.

- (7) Show the planting of at least 270 trees after the site grading is done.

d. The street, trail, sidewalk and utility plans shall show:

- (1) An eight-foot-wide paved public walkway and two-rail split-rail fencing in the following locations:
  - a. From Private Drive A in the west side of the site between Lots 8 and 9 to near the stream in the center of the site.
  - b. From Private Drive D in the east side of the site, between Lots 21 and 22 to near the stream.

The parks and recreation director shall approve their locations and design.

- (2) The public streets and driveways shall be a 9-ton design with a maximum street grade of eight percent and the maximum street grade within 75 feet of all intersections at two percent.
- (3) All the streets, parking areas and driveways with continuous concrete curb and gutter except where the city engineer decides that it is not needed for drainage purposes.

- (4) The removal of the unused driveways and driveway aprons and the completion of the curb and gutter on Sterling Street and on Maryland Avenue and the restoration and sodding of the boulevards.
  - (5) The coordination of the water main locations, alignments and sizing with the standards and requirements of the Saint Paul Regional Water Services (SPRWS). Fire flow requirements and hydrant locations shall be verified with the Maplewood Fire Department.
  - (6) All utility excavations located within the proposed right-of-ways or within easements. The developer shall acquire easements for all utilities that would be outside the project area.
  - (7) The plan and profiles of the proposed utilities.
  - (8) Details of the ponds and the pond outlets. The outlets shall be protected to prevent erosion.
  - (9) A coordinated sewer realignment and reconstruction plan. The city engineer must approve the sanitary sewer realignment plans.
  - (10) A six-foot-wide concrete sidewalk along the south side of Maryland Avenue between Sterling Street and the west property line of the site.
- e. The drainage plan shall ensure that there is no increase in the rate of storm water run-off leaving the site above the current (predevelopment) levels. The developer's engineer shall:
- (1) Verify inlet and pipe capacities.
  - (2) Have the city engineer verify the drainage design calculations.
3. Pay the costs related to the engineering department's review of the construction plans.
4. Change the plat as follows:
- a. Show drainage and utility easements along all property lines on the final plat. These easements shall be ten feet wide along the front and rear property lines and five feet wide along the side property lines.
  - b. Show the wetland boundaries on the final plat as approved by the watershed district.
  - c. Show the park dedication boundary and area on the final plat.
  - d. Make as many of the property lines as is reasonably possible radial to the cul-de-sacs or perpendicular to the driveways and street right-of-ways.
  - e. Show street names for the driveways as follows:
    - (1) Private Driveway A in the west one-half of the site shall be called "Beaver Creek Parkway."
    - (2) Private Driveway B in the west one-half of the site shall be called "Beaver Creek Lane."
    - (3) Private Driveway D in the east one-half of the site shall be called "Sterling Circle."

(4) Private Driveway E in the east one-half of the site shall be called "Sterling Lane."

f. Show the existing pipelines and pipeline easements on the final plat.

g. If necessary, increase the lot widths for the lots next to the pipeline to ensure that the building pads will be at least 100 feet away from the pipeline. (code requirement)

h. Label the common areas as outlots.

B. Show the trails in publicly owned property or easements.

j. Show the area between buildings 8 and 9 and buildings 21 and 22 as separate outlots and dedicate each of these to the city.

5. Secure and provide all required easements for the development. These shall include:

C. Any off-site drainage and utility easements.

D. Wetland and stream easements over the wetlands and any land within 50 feet surrounding a wetland and a stream. The easement shall prohibit any building or structures within 50 feet of the wetland or stream or any mowing, cutting, filling, grading or dumping within 50 feet of the stream, wetland or within the wetland itself.

c. A stream buffer easement that is at least 50 feet wide on each side of the stream that crosses the site. The easement shall prohibit any building, structures or any mowing, filling, cutting, grading or dumping within 50 feet of the ordinary high water mark (OHWM) of the stream.

The purpose of these easements is to protect the water quality of the stream and wetlands from fertilizer and runoff. They also are to protect the stream and wetland habitat from encroachment.

d. Any easements the city needs for the realignment of the sanitary sewer through the site.

6. Sign a developer's agreement with the city that guarantees that the developer or contractor will:

a. Complete all grading for overall site drainage, complete all public improvements and meet all city requirements.

b.\* Place temporary orange safety fencing and signs at the grading limits.

c. Provide for the repair of Lakewood Drive, Maryland Avenue and Sterling Street (street, curb and gutter and boulevard) after the developer connects to the public utilities and builds the driveways.

d. Work with the city as necessary for the realignment of the sanitary sewer through the site. This sewer project also will require an assessment agreement between the developer and the city to compensate the city for the benefit that the developer receives from the city sewer construction.

7. Record the following with the final plat:

- a. All homeowners' association documents.
  - b. A covenant or deed restriction that prohibits any additional driveways (besides the one new driveway shown on the project plans) from going onto Lakewood Drive and onto Maryland Avenue.
  - c. A deed restriction prohibiting the construction of a dwelling or its attachments within 100 feet of the Williams Brothers pipeline. This affects Lots 1 through 3, Lots 19 through 24 and buildings 41 and 42 of the proposed preliminary plan the city received on March 12, 2002. The developer also shall notify the purchasers of the pipeline location.
  - d. A deed dedicating a stream buffer easement (50 feet from the top of each stream bank) for the stream that crosses the site.
  - e. Deeds for the stream and wetland buffer easements surrounding the stream and the wetlands.
  - f. A covenant or deed restriction that prohibits any further subdivision or splitting of the lots or parcels in the plat that would create additional building sites unless approved by the city council.
- E. A deed that transfers the ownership of the park dedication area to Maplewood.
- F. Deeds that transfer the ownership of the outlots between buildings 8 and 9 and buildings 21 and 22 to the city.

The applicant shall submit the language for these dedications and restrictions to the city for approval before recording.

8. Submit the homeowners' association bylaws and rules to the Director of Community Development. These are to assure that there will be one responsible party for the maintenance of the private utilities, driveways and structures.
9. Show the wetland boundaries on the plat as approved by the Watershed District. A trained and qualified person must delineate the wetlands. This person shall prepare a wetland delineation report. The developer shall submit this wetland information to the Watershed District office. The Watershed District must approve this information before the city approves a final plat. If needed, the developer shall change the plat to meet wetland regulations.
10. The developer shall complete all grading for public improvements and overall site drainage. The city engineer shall include in the developer's agreement any grading that the developer or contractor has not completed before final plat approval.
11. Obtain a permit from the Ramsey-Washington Metro Watershed District for grading.

If the developer decides to final plat part of the preliminary plat, the director of community development may waive any conditions that do not apply to the final plat.

\*The developer must complete these conditions before the city issues a grading permit or approves the final plat.

Seconded by Councilmember Collins

Ayes-Mayor Cardinal, Councilmembers  
Collins, Koppen, Wasiluk  
Nays-Councilmember Juenemann

Councilmember Koppen moved to adopt the following resolution approving the on street parking standards for the Beaver Lake Townhome development:

**RESOLUTION 02-05-101  
NO PARKING RESOLUTION**

WHEREAS, Maplewood has approved a residential PUD and preliminary plat known as Beaver Lake Townhomes.

WHEREAS, the developer wants to have reduced street right-of-way widths, reduced street pavement widths and reduced private driveway widths in this development.

WHEREAS, the city has approved reduced street right-of-way widths, reduced street pavement widths and reduced driveway widths in the development, subject to on-street parking restrictions.

WHEREAS, Section 29-52(b) of the city code allows variations from the city code standards if they do not affect the general purpose of the city code.

NOW, THEREFORE, IT IS HEREBY RESOLVED that Maplewood prohibits the parking of motor vehicles on both sides of all public streets and driveways less than 28 feet wide and prohibits parking on one side of the public streets and driveways that are 28 feet to 32 feet wide in the Beaver Lake Townhome PUD south of Maryland Avenue between Sterling Street and Lakewood Drive in Section 25-29-22.

Seconded by Councilmember Collins

Ayes-Mayor Cardinal, Councilmembers  
Collins, Wasiluk, Koppen  
Nays-Councilmember Juenemann

Councilmember Koppen moved to authorize city staff to spend up to \$400,000 of the open space funds for the 8.9 acres which would include the \$150,00 matching grant form the DNR Greenways Program. Staff was also directed to make the developer aware that the city would like to see his participation in the open space program.

Seconded by Councilmember Collins

Ayes-All

**MEMORANDUM**

**TO:** Melinda Coleman, Interim City Manager  
**FROM:** Michael Martin, AICP, Planner  
**DATE:** August 19, 2014  
**SUBJECT:** Approval of a Conditional Use Permit Review – Keller Golf Course, 2166 Maplewood Drive

**Introduction**

The conditional use permit for Keller Golf Course is due for its annual review.

**Background**

On August 13, 2012, the city council approved a conditional use permit amendment, design review and a wetland map amendment for the redevelopment of the Keller Golf Course.

On August 26, 2013, the city council reviewed the conditional use permit for Keller Golf Course and agreed to review it again in one year.

**Discussion**

Construction of the new clubhouse and pro shop is complete. The new drive entrance from County Road B East is in place as are the parking lots. As part of the street improvement project the city installed a new fence along County Road B. Between the fence and the new parking lot near the street, Ramsey County has added vegetation for screening purposes for the residential homes on the north side of County Road B East.

Staff is not aware of any neighborhood complaints or concerns and is recommending reviewing this permit again in one year to ensure continued compliance.

**Budget Impact**

None.

**Recommendation**

Review the conditional use permit for the Keller Gold Course at 2166 Maplewood Drive again in one year or sooner if the owner proposes a major change.

**Attachments**

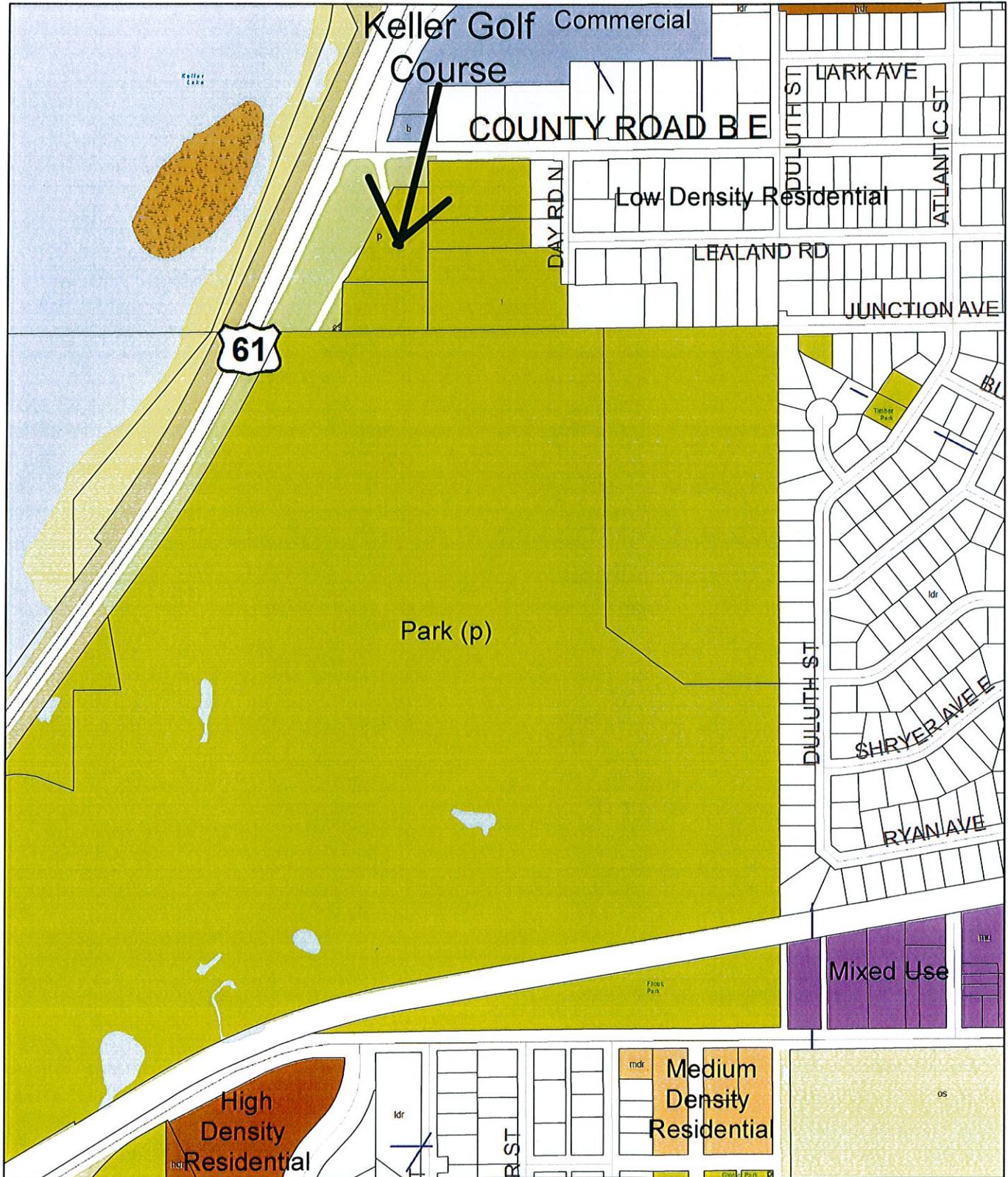
1. Location Map
2. Land Use Map
3. Zoning Map
4. Site Plan
5. Site Plan Enlargement
6. Clubhouse and Pro Shop Elevations
7. City Council Minutes, dated August 13, 2012

P:\SEC9\Keller Golf Course\2012\_CDRB\_CUP\_Review\Keller Golf Course\_CUPReview\_082514

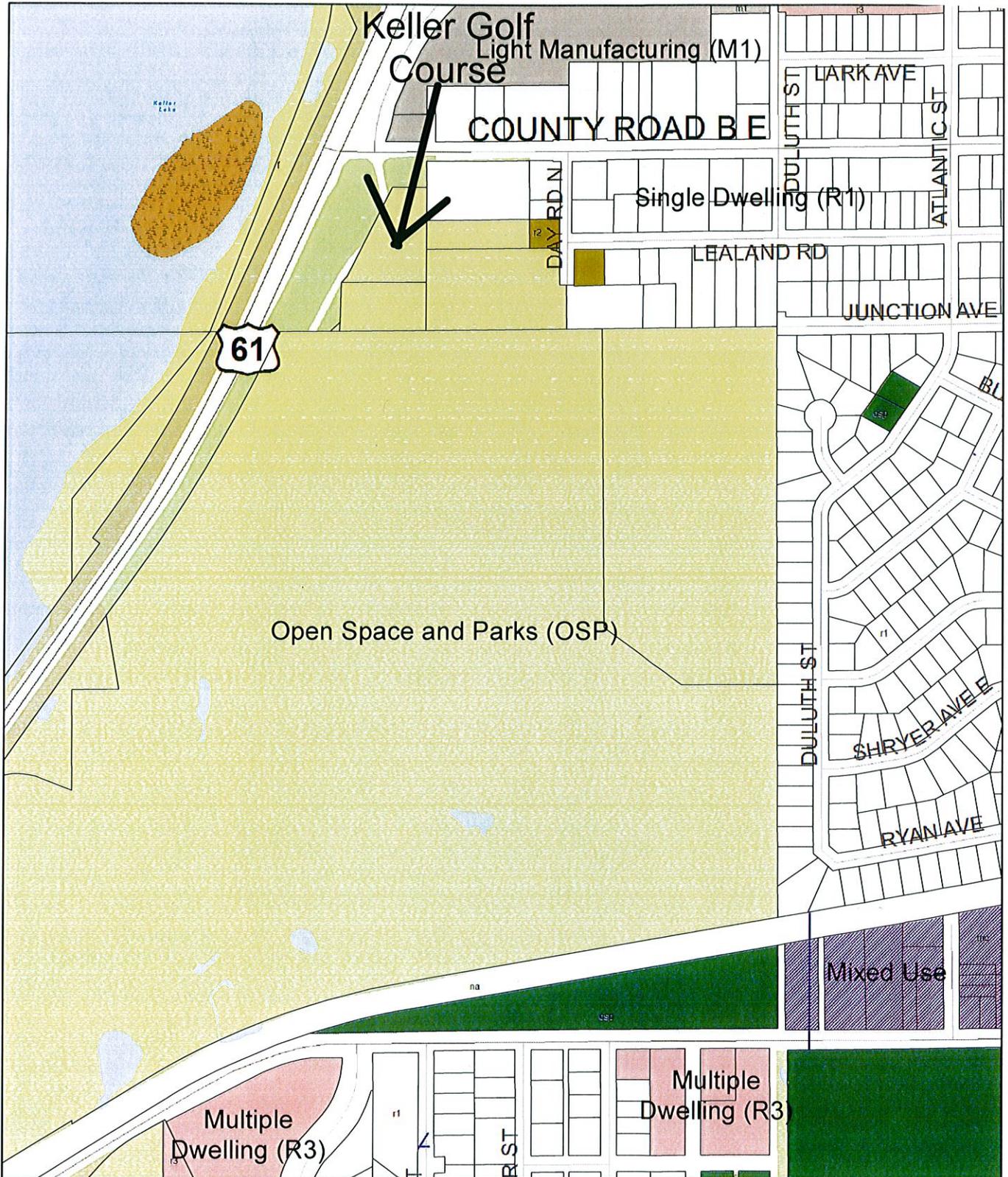


**2166 Maplewood Drive Keller Golf Course**

Location Map



**2166 Maplewood Drive Keller Golf Course**  
Future Land Use Map



**2166 Maplewood Drive Keller Golf Course**

Zoning Map



**KELLER GOLF COURSE  
SITE  
IMPROVEMENTS**

Maplewood, Minnesota  
Ramsey County  
Parks and Recreation



**LOCUS  
ASSOCIATES**  
Professional Services  
2700 Franklin Lakes Drive, Suite 200  
Maplewood, MN 55129  
Phone: 763-424-1100  
Fax: 763-424-1101  
www.locusassociates.com

**PROJECT INFORMATION**  
PROJECT NO.: 2017-001  
DATE: 05/22/17  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]

**REVISIONS**

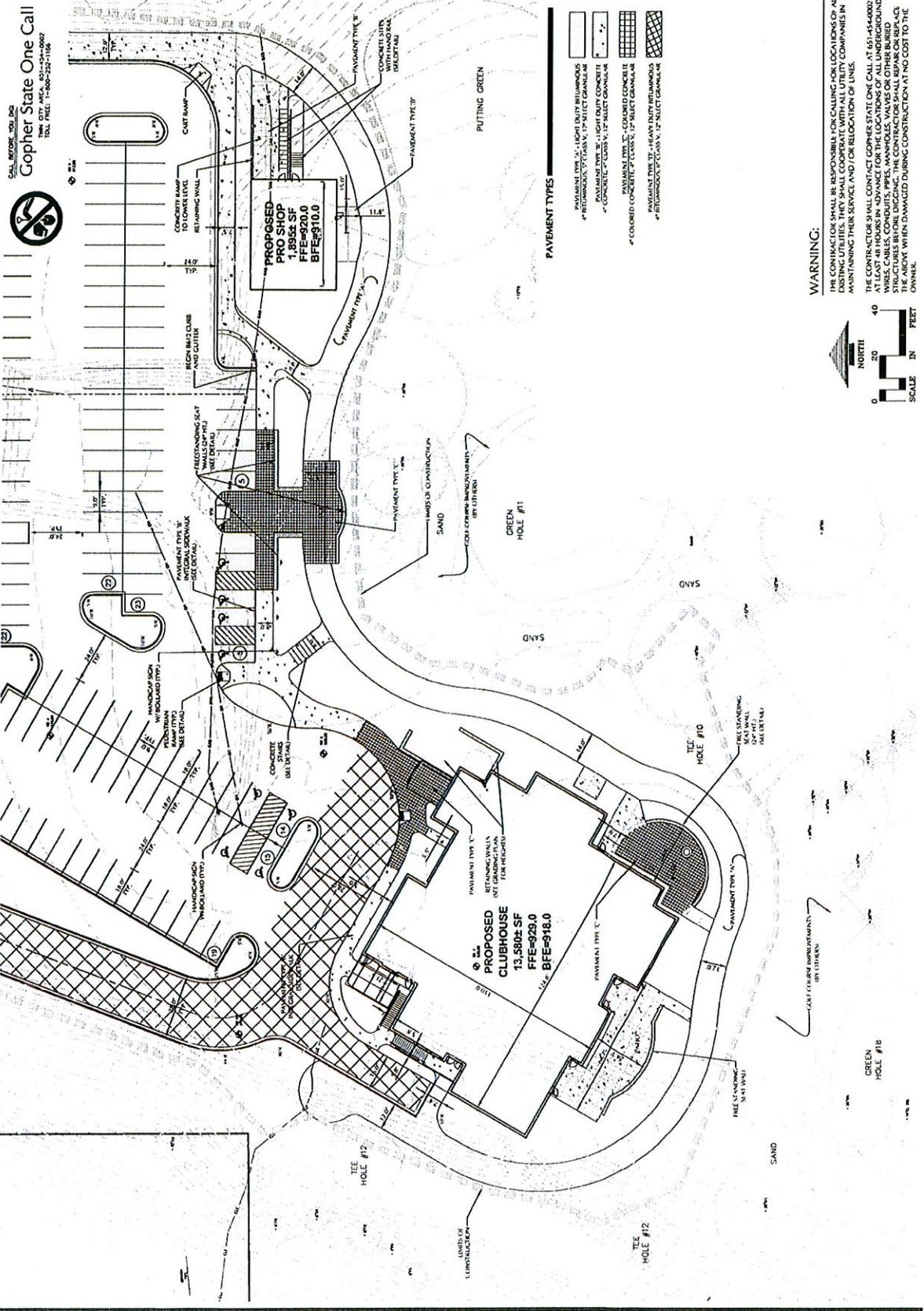
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/22/17

**CLIENT INFORMATION**  
CLIENT: Ramsey County Parks and Recreation  
PROJECT: Keller Golf Course Site Improvements  
ADDRESS: 2700 Franklin Lakes Drive, Suite 200, Maplewood, MN 55129  
PHONE: 763-424-1100  
FAX: 763-424-1101  
E-MAIL: [Email]

DATE PLOTTED	05/22/17
SCALE	AS SHOWN
DRAWN BY	[Name]
CHECKED BY	[Name]
APPROVED BY	[Name]
DATE	05/22/17
PROJECT NO.	2017-001
CLIENT	Ramsey County Parks and Recreation
PROJECT	Keller Golf Course Site Improvements
ADDRESS	2700 Franklin Lakes Drive, Suite 200, Maplewood, MN 55129
PHONE	763-424-1100
FAX	763-424-1101
E-MAIL	[Email]
DATE PLOTTED	05/22/17

**SITE PLAN**

PROJECT NO.: 2017-001  
DATE: 05/22/17

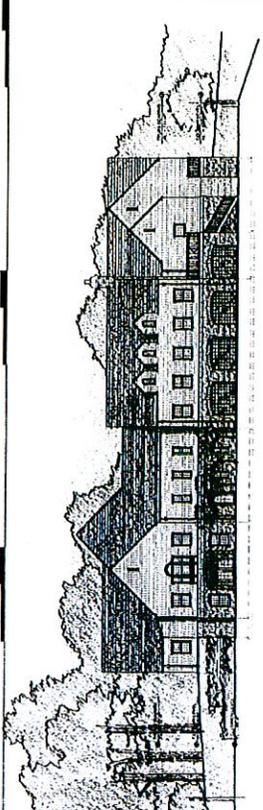


**PARTNERS & SIRNY architects**  
 212 West Franklin Avenue  
 Minneapolis, Minnesota 55404  
 Tel: 612.341.1070 Fax: 612.341.2124

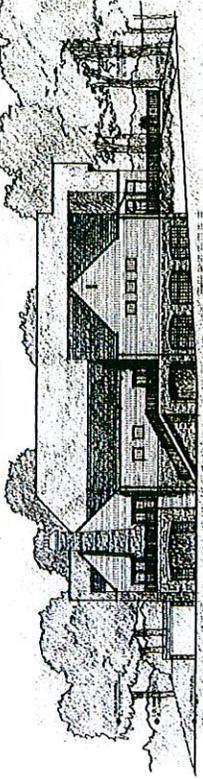
Keller Golf Course

2185 Maplewood Drive  
 Maplewood, MN 55109

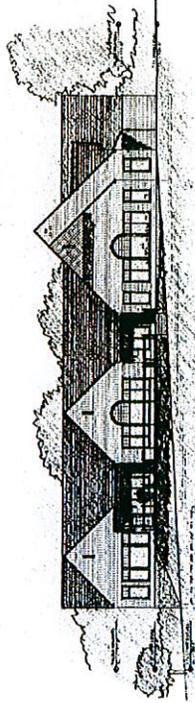
DESIGN DEVELOPMENT



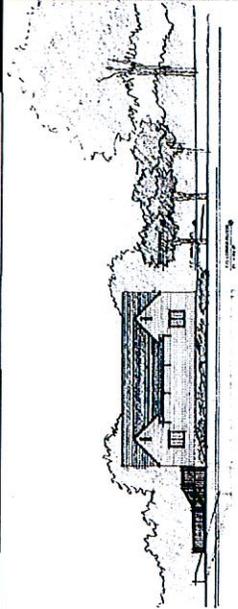
CLUBHOUSE NORTH ELEVATION 1/16"=1'-0" 4



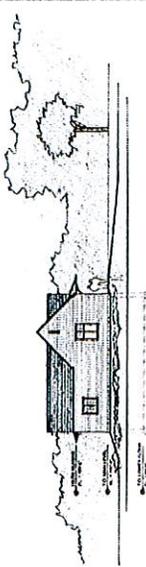
CLUBHOUSE WEST ELEVATION 1/16"=1'-0" 3



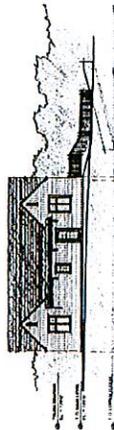
CLUBHOUSE SOUTH ELEVATION 1/16"=1'-0" 2



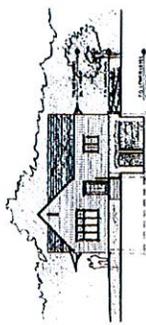
PRO SHOP NORTH ELEVATION 1/16"=1'-0" 22



PRO SHOP WEST ELEVATION 1/16"=1'-0" 21



PRO SHOP SOUTH ELEVATION 1/16"=1'-0" 20



PRO SHOP EAST ELEVATION 1/16"=1'-0" 19

CLUBHOUSE EAST ELEVATION 1/16"=1'-0" 1

ISSUED  
 I hereby certify that this plan, specification, and contract documents were prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

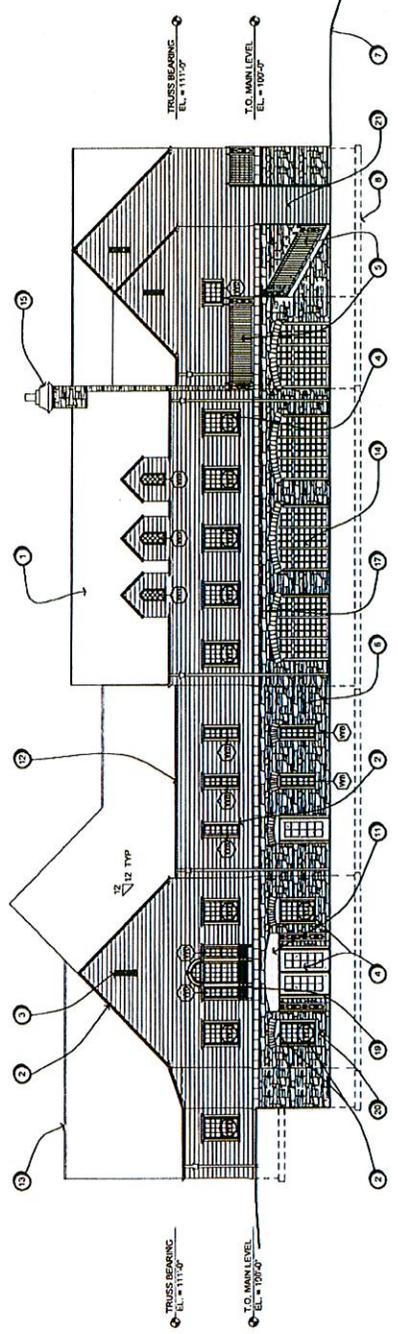
John Sirny Registration No. \_\_\_\_\_  
 SEAL \_\_\_\_\_  
 DATE 15 MAY 2012  
 PROJ. NO. 1119.00

EXTERIOR ELEVATIONS  
 TITLE \_\_\_\_\_ A 0  
 SHEET NO. \_\_\_\_\_

**PARTNERS & STRNY architects**  
 212 West Franklin Avenue  
 Minneapolis, Minnesota 55404  
 Tel. 612.341.1070 Fax: 612.341.2124

**Keller Golf Course**  
 2166 Maplewood Drive  
 Maplewood, MN 55109

**DESIGN DEVELOPMENT**

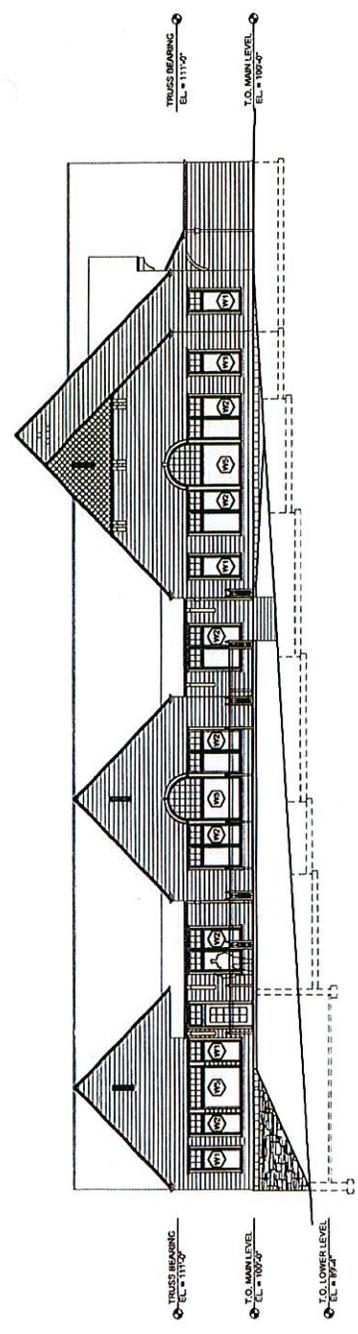


**NORTH ELEVATION** 1/8"=1'-0" 3

**Building Elevation Keynotes:**

- 1 ASPHALT SHINGLE ROOF
- 2 COMPOSITE TRIM (SEE A10 FOR DETAILS)
- 3 COMPOSITE TRIM (SEE A10 FOR DETAILS)
- 4 CLAD WD. WINDOWS AND DOORS W/ COMPOSITE TRIM
- 5 ORNAMENTAL POWDER COATED METAL RAILS TO MATCH EXIST.
- 6 THIN STONE VENEER
- 7 PROPOSED GRADE
- 8 CONCRETE FOOTINGS AND FOUNDATION
- 9 COMPOSITION SHINGLE SIDING
- 10 COMPOSITION DECORATIVE BRACKETS
- 11 ORNAMENTAL POWDER COATED METAL FRAME W/ CARVED/WRITING CANOPY
- 12 PREFINISHED CUTTERS, COLLECTION BOXES AND DOWNSPOUTS TO MATCH EXIST.
- 13 PREFINISHED METAL RIDGE CARVING
- 14 COMPOSITE TRELLIS W/ EXPRESSED PAINTED CONC. BEHIND
- 15 CAST CONC. FIREPLACE CAP TO MATCH EXIST.
- 16 ELECTRIC CLOCK W/ MATCHING TRIM PACKAGE
- 17 CAST STONE CAP (SEE A10)
- 18 ORNAMENTAL METAL POWER BOX WATCH EXIST.
- 19 STONE SILL
- 20 CONC. FILLED STEEL PAN STAIRS

**KEYNOTES**



**SOUTH ELEVATION** 1/8"=1'-0" 1

**ISSUED**

Plans are to be used only for the conditions or work as shown on these drawings. No other work or alterations shall be made without the written consent of the architect.

SEAL: \_\_\_\_\_ Registration No. \_\_\_\_\_

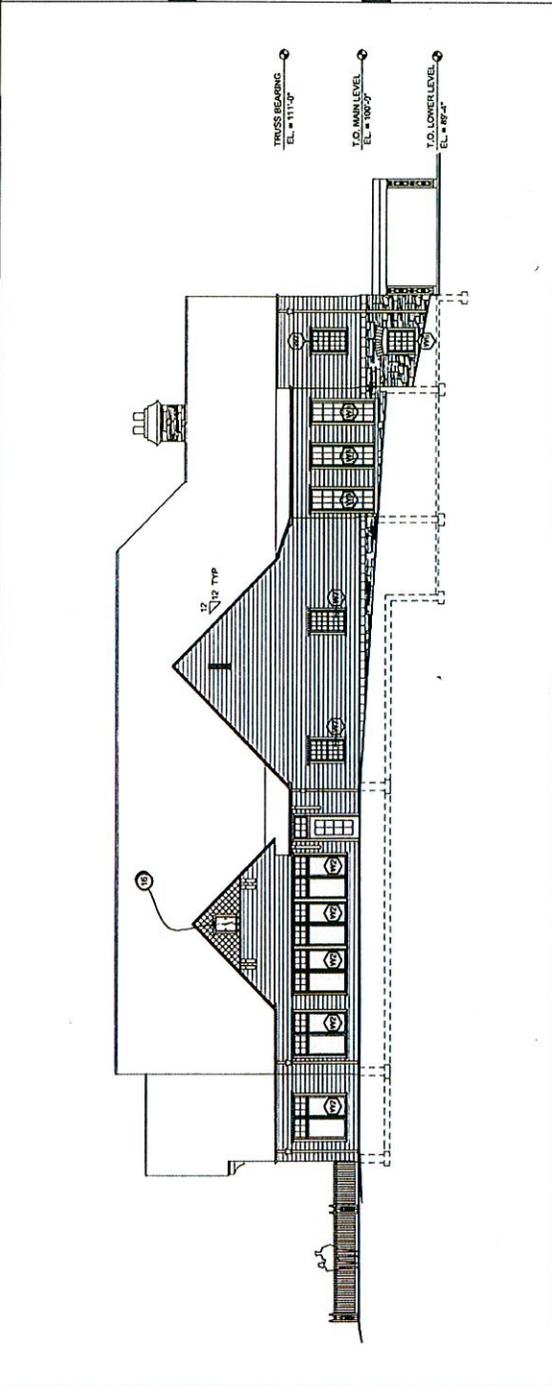
DATE: 15 MAY 2012

PROJECT NO.: 1119.00

**CLUBHOUSE EXTERIOR ELEVATIONS**

TITLE: \_\_\_\_\_ A 0

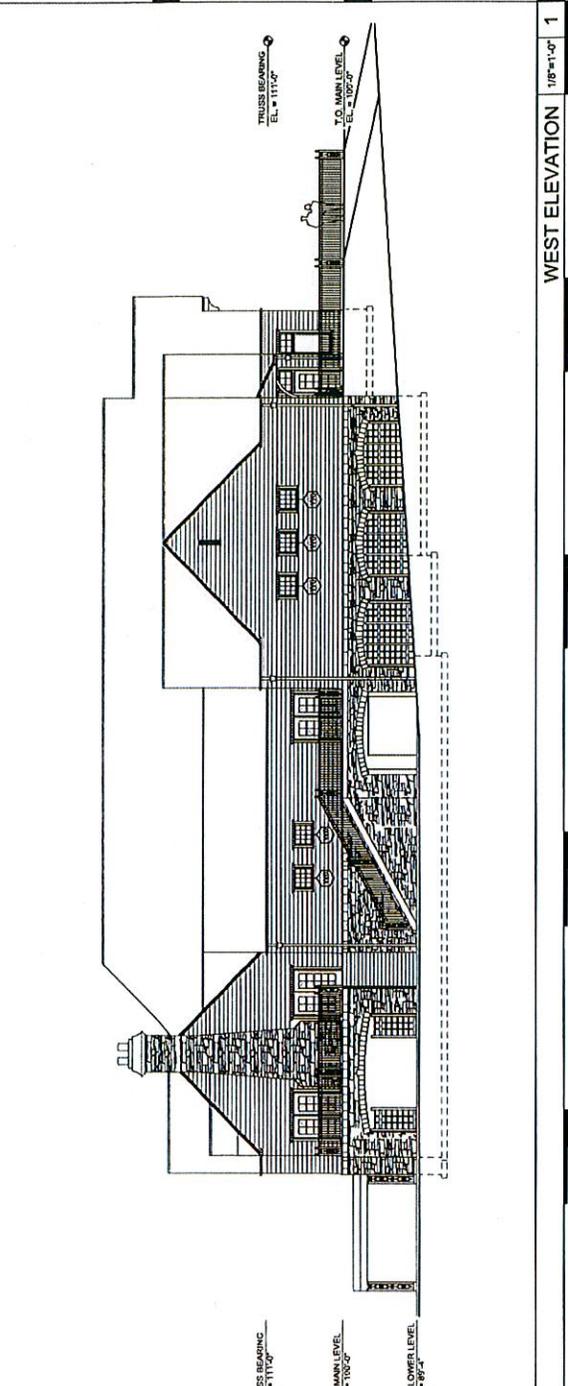
SHEET NO.: \_\_\_\_\_ 1



EAST ELEVATION 1/8"=1'-0" 4

- Building Elevation Keynotes:**
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  - 2 COMPOSITE TRIM (SEE ALSO FOR DETAILS)
  - 3 COMPOSITE LOUVER AND TRIM
  - 4 CLAD W/O. WINDOWS AND DOORS W/ COMPOSITE TRIM
  - 5 ORNAMENTAL POWDER COATED METAL RAILS TO MATCH EXIST.
  - 6 THIN STONE VENEER
  - 7 PROPOSED GRADE
  - 8 CONCRETE FOOTINGS AND FOUNDATION
  - 9 COMPOSITION SHINGLE SIDING
  - 10 COMPOSITION DECORATIVE BRACKETS
  - 11 ORNAMENTAL POWDER COATED METAL FRAME W/ CANALS AWNING CANOPY
  - 12 PREFINISHED GUTTERS, COLLECTION BONES AND DOWNSPOUTS TO MATCH EXIST.
  - 13 PREFINISHED METAL RIDGE CAP/VENT
  - 14 COMPOSITE TRELLIS W/ EXPOSED PAINTED CONC. BEHIND
  - 15 CAST CONC. FIREPLACE CAP TO MATCH EXIST.
  - 16 ELECTRIC CLOCK W/ MATCHING TRIM PACKAGE
  - 17 CAST STONE CAP (SEE A6.0)
  - 18 ORNAMENTAL METAL POWER BOX MATCH EXIST.
  - 19 STONE DILL
  - 20 CONC. FILLED STEEL PAIN STAIRS

KEYNOTES



WEST ELEVATION 1/8"=1'-0" 1

**PARTNERS & SIRNY architects**  
 212 West Franklin Avenue  
 Minneapolis, Minnesota 55404  
 Tel: 612.541.0707 Fax: 612.541.2124

**Keller Golf Course**  
 2166 Maplewood Drive  
 Maplewood, MN 55109

DESIGN DEVELOPMENT

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

John Sirny Registration No. \_\_\_\_\_  
 SEAL \_\_\_\_\_  
 DATE 15 MAY 2012  
 PROJ. NO. 1119.00

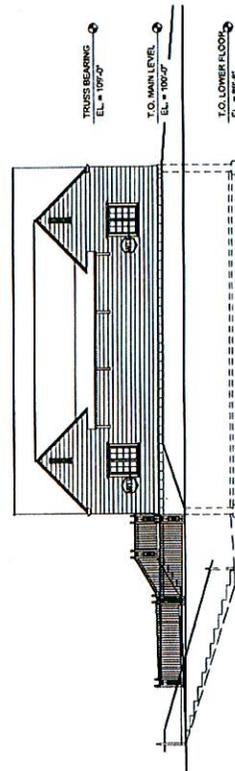
PRO SHOP EXTERIOR ELEVATIONS

TITLE A ?  
 SHEET NO. 1

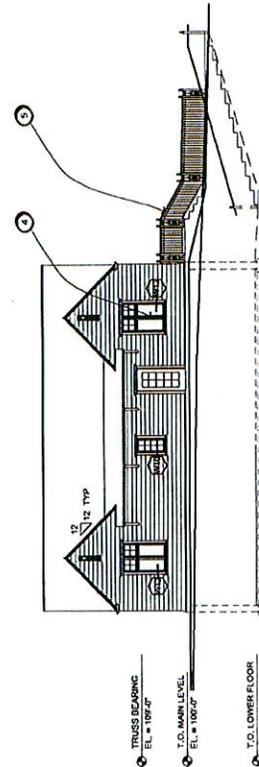
**Building Elevation Keynotes:**

- 1 ASPHALT SHINGLE ROOF
- 2 COMPOSITE TRIM (SEE A&P FOR DETAILS)
- 3 COMPOSITE TRUSS AND TRIM
- 4 CLAD WD. WINDOWS AND DOORS W/ COMPOSITE TRIM
- 5 ORNAMENTAL POWDER COATED METAL PAILS TO MATCH EAST.
- 6 THIN STONE VENEER
- 7 PROPOSED GRADE
- 8 CONCRETE FOOTINGS AND FOUNDATION
- 9 COMPOSITION SHINGLE SIDING
- 10 COMPOSITION DECORATIVE BRACKETS
- 11 ORNAMENTAL POWDER COATED METAL FRAME W/ CANVAS AWNING CANOPY
- 12 PREFINISHED CUTTERS, COLLECTION BOXES AND DOWNSPOUTS TO MATCH EAST.
- 13 PREFINISHED METAL RIDGE CARPENT
- 14 COMPOSITE TRELLIS W/ EXPOSED PAINTED CONC. BEHIND
- 15 CAST CONC. FIREPLACE CAP TO MATCH E
- 16 ELECTRIC CLOCK W/ MATCHING TRIM PAC
- 17 CAST STONE CAP (SEE A&P)
- 18 ORNAMENTAL METAL POWER BOX MATCH
- 19 STONE SILL
- 20 CONC. FILLED STEEL PAIN STAIRS

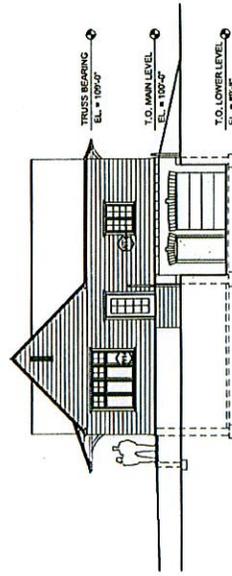
**KEYNOTES**



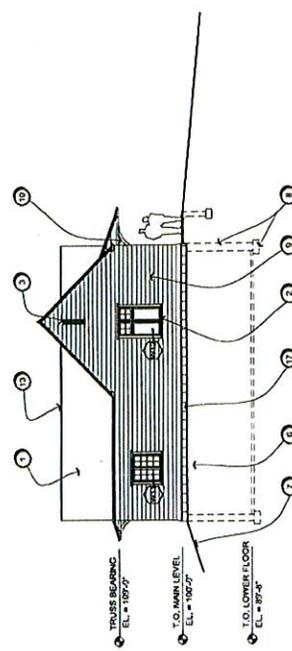
PRO SHOP NORTH ELEVATION 1/8"=1'-0" 21



PRO SHOP SOUTH ELEVATION 1/8"=1'-0" 19



PRO SHOP EAST ELEVATION 1/8"=1'-0" 3



PRO SHOP WEST ELEVATION 1/8"=1'-0" 1



Senior Planner Ekstrand presented the staff report and answered questions of the council. Planning Commissioner Arbuckel was present and addressed the council. Scott Yonke, Director of Planning and Development with Ramsey County Parks addressed the council and answered questions of the council. Kevin Finley, Director of Golf with Ramsey County Parks and Recreation addressed the council and answered questions of the council.

Mayor Rossbach moved to approve the Resolution approving the conditional use permit amendment for Keller Golf Course located at 2166 Maplewood Drive with changes to item #4 which would indicate that the use of 9 foot parking spaces is approved for employee parking and 9.5 foot shall be used for all patron parking.

RESOLUTION 12-8-778  
CONDITIONAL USE PERMIT RESOLUTION

WHEREAS, Ramsey County applied for a conditional use permit amendment to renovate and reconstruct its Keller Golf Course.

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

WHEREAS, this permit applies to the property located at 2166 Maplewood Drive. The legal description is:

SUBJ TO HWY 61 & FROST AVE & EX STATE OF MINNESOTA R/W; W ½ OF NW ¼ OF NE ¼ & TRIANGULAR PART IN SW COR OF E ½ OF NW ¼ OF NE ¼ MEAS 208.71 FT ON WL & 297.26 FT ON SL THEREOF ALSO PART OF SW ¼ OF NE ¼ LYING NLY OF STATE OF MINNESOTA R/W ALSO PART OF NE ¼ OF NW ¼ LYING ELY OF HWY 61 & ELY OF AL DESC AS COM AT PT ON NL OF & 1830.5 FT E OF NW COR OF NW ¼ TH S 40 DEG 15 MIN W FOR 790 FT TO WL OF NE ¼ OF NW ¼ TH S ON SD WL FOR 310 FT TH S 43 DEG 15 MIN E FOR 160 FT TO PT OF BEG TH S 10 DEG E FOR 300 FT TO SL OF NE ¼ OF NW ¼ & THERE TERM ALSO PART OF SE ¼ OF NW ¼ LYING NLY OF STATE OF MINNESOTA R/W

ALSO PART OF SW ¼ OF NW ¼ LYING ELY & SLY OF AL BEG ON EL OF & 366 FT S FROM NE COR OF SW ¼ OF NW ¼ TH N 72 DEG 18 MIN W FOR 119 FT TH WLY ALONG CURVE TO LEFT RAD 215 FT FOR 185 FT TH S 66 DEG 34 MIN W FOR 195 FT TH S 48 DEG 40 MIN W FOR 320 FT TH S 440 FT TH S 46 DEG 45 MIN E FOR 400 FT TO SL OF SW ¼ OF NW ¼ & THERE TERM ALSO PART OF NW ¼ OF SW ¼ LYING ELY & NLY OF PART OWNED BY CITY OF ST PAUL ALSO W 330 FT OF GOVT. LOT 2 IN NE ¼ OF SW ¼ LYING ELY & NLY OF PART OWNED BY CITY OF ST PAUL ALSO PART OF E 10 ACRES OF W 20 ACRES OF SD GOVT. LOT 2 LYING NLY OF STATE OF MINNESOTA R/W; ALL IN SECTION 16, TOWNSHIP 29, RANGE 22.

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

1. On July 27, 2012, 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 recommended that the city council approve this permit.

2. On August 13, 2012, the city council considered this application. The council also considered reports and recommendations of the city staff and planning commission.

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

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

Approval is subject to the following conditions (additions are underlined and deletions are crossed out:

1. All construction shall follow the approved site plan. The director of community development may approve minor changes.
2. The applicant must begin construction within one year after the council approves this permit or the permit shall end. The city council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. The use of 9 foot parking spaces is approved for employee parking and 9.5 foot shall be used for all patron parking is approved as an expansion of a legal, non-conforming use.
5. Applicant must provide six foot tall, 80 percent opaque screening between the new parking lot near County Road B East and the single family dwellings to the east. Current vegetation meets this requirement but if existing trees are ever removed or die new screening must be installed.

The Maplewood City Council approved this resolution on August 13, 2012.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

Mayor Rossbach moved to approve the plans date-stamped June 22, 2012 for the proposed renovations of the Keller Golf Course located at 2166 Maplewood Drive, based on the findings required by the code.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

Mayor Rossbach moved to approve the Amended Resolution for the Wetland Map.

RESOLUTION 12-8-779  
Changes to the Maplewood Wetland Map

WHEREAS, on December 14, 2009, the Maplewood City Council adopted a wetland ordinance (Ordinance No. 895) dealing with wetland regulations.

WHEREAS, as part of the ordinance the City Council adopted a wetland classification map. The map is based on wetland classifications from Minnesota Routine Assessment Method (MnRAM) wetland studies and assigned by the applicable watershed districts.

WHEREAS, the ordinance states that the City Council will adopt changes to the wetland map which are based on MnRAM and other studies conducted and approved by watershed districts.

WHEREAS, in 2012 Ramsey County had wetlands delineated on Keller Golf Course (refer to May 22, 2012, wetland delineation report).

WHEREAS, the wetland delineation report found that Wetlands 1 through 3 were manmade ponds developed for the management of stormwater and Wetlands 7 and 10 were developed incidentally (nonhistoric wetlands).

WHEREAS, in May 2012 the Local Governmental Unit (Ramsey-Washington Metro Watershed District) reviewed the delineation report and agreed with the above-mentioned wetland assessment and authorized the following changes to their wetland classification map:

- a. Wetlands 1 and 2 were added to the wetland map and classified as stormwater ponds.
- b. Wetland 3 was downgraded from a Manage B wetland to a stormwater pond.
- c. Wetlands 7 and 10 were removed from the wetland map as they have been shown to be incidental wetlands.

WHEREAS, On July 16, 2012, the Maplewood Environmental and Natural Resources Commission reviewed the Ramsey-Washington Metro Watershed District's decision to make the above-mentioned wetland classification map changes. The Commission recommended approval of the changes to the wetland classification map.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the above-described wetland map change because Wetlands 1 through 3 were manmade ponds developed for the management of stormwater and Wetlands 7 and 10 were developed incidentally (nonhistoric wetlands) and the Ramsey-Washington Metro Watershed District will be making changes to the wetlands on their wetland classification map.

The Maplewood City Council approved this resolution on August 13, 2012.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**4. Review of Gun Range Acoustical Study**

City Manager Antonen presented the staff report and answered questions of the council. The following people spoke:

1. Mark Bradley, Maplewood Resident

Mayor Rossbach moved to approve the City Manager to enter into an agreement with Erich Thalheimer for acoustical engineering services as determined not to exceed \$12,000 with the City of Maplewood's share not to exceed \$4,000. The City Council further authorizes the city share to be appropriated out of the contractual services portion of the City Council program budget.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**5. Approval of an Off-Sale Intoxicating Liquor License for Maddie's Liquor, 1690 McKnight Road**

City Clerk Guilfoile presented the staff report and answered questions of the council. Owner Roger Samarani was present and addressed the council.

Councilmember Koppen moved to approve the Off-Sale Intoxicating Liquor License for Maddie's Liquor located at 1690 McKnight Road.

Seconded by Mayor Rossbach                                      Ayes – All

The motion passed.

**6. Approval of Wetland Buffer Waiver for Restoration at the Former Maplewood Dump West of Rolling Hills Manufactured Home Park**

Environmental Planner Finwall presented the staff report and answered questions of the council. The following people spoke:

1. Bob Zick, North St. Paul Resident

Councilmember Koppen moved to approve the wetland buffer waiver with the conditions outlined in the staff report.

Seconded by Mayor Rossbach                                      Ayes – All

The motion passed.

Mayor Rossbach called for 10 minutes recess.

- 7. Approval of Settlement Agreement of Litigation for Flooding at Properties at 1665 and 1673 Lark Avenue**
  - a. Declaration of Intent to Close Meeting – Attorney-Client Privilege (Minn. Stat 13D.05, Subd. 3(b))**

**MEMORANDUM**

**TO:** Melinda Coleman, Interim City Manager

**FROM:** Michael Martin, AICP, Planner

**DATE:** August 19, 2014

**SUBJECT:** Approval of a Conditional Use Permit Review – Bruentrup Heritage Farm, 2170 County Road D

**Introduction**

The Bruentrup farm buildings were relocated from White Bear Avenue to a 2.36 acre site within the Prairie Farm Neighborhood Preserve in 1999. On June 14, 1999, the city council approved a conditional use permit (CUP) to the Maplewood Area Historical Society (MAHS) to operate the farm on the site as a historical, educational, and interpretive center. Since that time MAHS has leased the land from the city for this purpose.

In order to create a sustainable cash flow for farm expenses and other society projects, the MAHS requested an amendment to their CUP in order to sublease the Bruentrup Heritage Farm (BHF) site for large non-historical events, such as weddings. On July 27, 2009, the city council approved the amendment on the condition that MAHS limit the number of people to 290 and the number of events to six per year with a maximum of 290 people per event.

**Background**

February 8, 1999, the city council approved the relocation of the Bruentrup farm buildings to the Prairie Farm Preserve.

June 14, 1999, the city council approved a CUP for a “public facility” to be located within the Prairie Farm Preserve and a parking waiver for the reduction in the required number of parking spaces for such a use.

December 13, 1999, the city council approved a 99-year lease agreement which allows the MAHS to lease the land and buildings for interpretive and educational purposes. The lease was never formally signed by the MAHS.

July 8, 2002, the city council approved a CUP revision to allow the construction of a parking lot on the west side of the site, within the city’s open space.

December 1, 2008, the city council held a workshop to discuss issues associated with MAHS including the lease, proposed fund-raising events, CUP amendment, parking, insurance, etc.

April 13, 2009, the city council approved a lease agreement with the Maplewood Area Historical Society. This lease allows the society the use of the Bruentrup Heritage Farm site and buildings located at 2170 County Road D.

July 27, 2009, the city council approved the amendment to the CUP allowing MAHS to hold a maximum of six private events a year with a maximum of 290 people per event.

February 22, 2010, the city council reviewed the CUP and approved it for another year. The city council also approved the use of a state licensed caterer to provide alcohol for large events at the BHF.

February 28, 2011, the city council reviewed the CUP and approved it for another year.

April 23, 2012 and April 29, 2013 the city council reviewed the CUP and agreed to review it again in one year.

August 26, 2013, the city council approved the amendment to the CUP to allow the construction of a 24 stall reinforced-turf overflow parking area.

### **Discussion**

The CUP allows the society to host up to six large non-historical fundraising events a year on the site. Examples of events would be weddings or graduation parties. The events would be held during the months of May through October. The hours would be limited from 10 a.m. to 10 p.m. The society did hold non-historical fundraising events in 2012 and staff is not aware of any issues or concerns resulting from these private events. All conditions of approval for the CUP at the BHF are being met and staff is recommending approval of the CUP with the city council reviewing it again in one year.

### **Turf Parking Lot**

In August of 2013 the city approved plans to install a 24 stall reinforced-turf overflow parking area. The mesh for the parking lot has been installed and grass has started to grow within the lot. The parking lot should be ready for regular use in September.

### **Budget Impact**

None.

### **Recommendation**

Approve the Maplewood Area Historical Society's conditional use permit. This permit should be reviewed again in one year or sooner if a major change is proposed for the site.

### **Attachments**

1. July 27, 2009, Bruentrup Heritage Farm Conditional Use Permit Resolution
2. Bruentrup Heritage Farm Premise Survey

P:\sec2N\Bruentrup\Bruentrup Farm CUP\_042913

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

**L. NEW BUSINESS**

- 1. Approval Of Bruentrup Heritage Farm Conditional Use Permit Amendment To Allow**
  - a. Environmental Planner, Shann Finwall gave the report.
  - b. Parks & Community Development Director, DuWayne Konewko answered questions of the council.
  - c. City Clerk, Citizens Services Director, Karen Guilfoile answered questions of the council.
  - d. City Attorney, Alan Kantrud answered questions of the council.

Mayor Longrie asked if anyone wanted to speak regarding this item.

1. Robert Overby, representing the Historical Society.
2. Gary Pearson, Planning Commission member.
3. Richard Currie, Historic Preservation Commission Vice Chairperson
4. Mark Bradley, 2164 Woodlyn Avenue, Maplewood.
5. Carolyn Peterson, 1801 Gervais Avenue, Maplewood. Vice President of the Historical Society.
6. Mark Jenkins, 830 New Century Boulevard South, Maplewood.

Councilmember Rossbach moved to approve the resolution amending the Maplewood Area Historical Society's Conditional Use Permit for the use of the Bruentrup Heritage Farm Site (2170 County Road D) **Striking condition number 12.**

**RESOLUTION 09-07-224**  
**Maplewood Area Historical Society Conditional Use Permit Amendment**  
**for the Bruentrup Heritage Farm**

WHEREAS, the Maplewood Area Historical Society was granted a Conditional Use Permit on June 14, 1999, and July 28, 2002 for the society to operate a public facility on the Bruentrup Heritage Farm at 2170 County Road D. Bruentrup Heritage Farm is further described as a 2.36 acre site within the Maplewood Prairie Farm Neighborhood Preserve as defined in the April 6, 2009, lease boundary completed by the City of Maplewood Department of Public Works.

WHEREAS, the Maplewood Area Historical Society has submitted a proposal to amend their conditional use permit to allow for the subleasing of the Bruentrup Heritage Farm for non-historical fundraising events.

WHEREAS, on May 19, 2009, the planning commission held a public hearing to review the conditional use permit revision. After due published notice in the legal newspaper and notice of said hearing was mailed to surrounding property owners, and after considering all testimony from every person or persons wishing to speak or those who wished to submit written statements, and after considering reports and recommendations from city staff the planning commission tabled the item for review by the city's historical preservation commission.

WHEREAS, on May 21, 2009, the historical preservation commission reviewed the conditional use permit revision and recommended approval of the Maplewood Area Historical Commission's fundraising proposal.

WHEREAS, on July 7, 2009, the planning commission reviewed the historical preservation commission's recommendations and the conditional use permit amendment and recommended approval of the fundraising proposal, on the condition that all parking for these events be accommodated on site.

WHEREAS, on July 27, 2009, the city council reviewed the planning commission and historical preservation commission's recommendation and the conditional use permit amendment.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL approves the above-described conditional use permit, because:

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's comprehensive plan and code of ordinances.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate area 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, smoking, dust, odor, fumes, water or air pollution, drainage, water runoff, 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 and design.
9. The use would cause minimal adverse environmental effects.

**Approval is subject to the following conditions (additions to the original 1999 and 2002 conditional use permits are underlined if added and stricken if deleted):**

1. Repeat this review in two years if the city has not issued a building permit for this project.
2. Before the city issues a building permit, the city engineer shall complete the necessary grading, drainage, utility and erosion control plans.
3. The applicant or contractor shall complete the following before occupying the buildings:
  - a. Replace property irons that are removed because of this construction.
  - b. Install reflectorized stop signs at all exits, a handicap-parking sign for each handicap-parking space and an address on the building.

- c. Construct a trash dumpster enclosure for any outside trash containers. The enclosures must be 100 percent opaque, match the color of the buildings and have a closeable gate that extends to the ground. If the trash container is not visible to the public it does not have to be screened.
  - d. Install site-security lighting as required by the code. The light source, including the lens covering the bulb, shall be concealed so the light source is not visible and so it does not cause any nuisance to drivers or neighbors.
- 4. If any required work is not done, the city may allow temporary occupancy if the city determines that the work is not essential to the public health, safety or welfare.
  - 5. All work shall follow the approved plans. The director of community development may approve minor changes.

New Conditions Which Apply to All Uses at the Bruentrup Heritage Farm:

- 6. Update the January 2008 Bruentrup Heritage Farm Master Plan to include correct site size, site conditions, parking references, and purpose and intent of uses including any large non-historical fundraising events.
- 7. When the parking lot located east of the site cannot accommodate parking for an event (i.e., events where there are more than 84 people based on 4 people per vehicle in the 21 space parking lot located to the east of the site) the society must supply off-site parking to accommodate the events.
- 8. Off-site parking at Salvation Army (78 parking spaces at 2080 Woodlyn Avenue):
  - a. The society must supply the city with a signed parking agreement between the society and the owners of the Salvation Army for the use of the parking lot.
  - b. Transportation of guests in a wagon pulled by a tractor to and from the Salvation Army parking lot (Woodlyn Avenue) on a trail through the Prairie Farm Neighborhood Preserve is only allowed during daytime hours.
  - c. The society must ensure safe pedestrian crossing at the intersection of Woodlyn Avenue and Ariel Street for visitors parking in the Salvation Army parking lot. Safe pedestrian crossing can involve temporary signs or crossing guards.
- 9. Off-site parking at Harbor Pointe (278 parking spaces at 2079 to 2127 County Road D):
  - a. The society must supply the city with a signed parking agreement between the society and the owners of Harbor Pointe which allows the use of this parking lot.
  - b. The society must ensure safe pedestrian crossing at the intersection of County Road D and Ariel Street for visitors parking in the Harbor Pointe parking lot. Safe pedestrian crossing can involve temporary signs or crossing guards.
- 10. Any large scale music proposed for any event on the site (such as DJs and bands) should be limited to inside the barn.
- 11. Use of the farm must comply with the city's noise ordinance which requires that no disturbing noises be generated before 7 a.m. and after 7 p.m.

- 12. In exchange for occasional use of the Bruentrup Heritage Farm site by the city, the city will allow the society the use of the Community Center at no charge for their annual fundraising Halloween Hoe Down.
- 13. The society will work with Maplewood city staff to coordinate the management of the oak savanna located west of the entry drive within the Bruentrup Heritage Farm site with the intent of continuing to manage that portion of the site as oak savanna.
- 14. The barn must be posted with a maximum occupancy of 290 people.

New Conditions Which Apply to the Subleasing of the Site by the Society for Large Non-Historical Fundraising Events:

- 15. Subleased large non-historical fundraising events are allowed six times per year.
- 16. Subleased large non-historical fundraising events are allowed from 10 a.m. to 10 p.m.
- 17. Parking for subleased large non-historical fundraising events in which alcohol will be served is limited to the parking lot on the east side of the site and the Harbor Pointe parking lot located about a block west of the site on the north side of County Road D.
- 18. Maximum number of occupants allowed *on site* for large non-historical fundraising events in which alcohol will be served is limited to 290 people.
- 19. Appropriate liquor licenses must be obtained prior to serving alcohol on the site.
- 20. The society must obtain the appropriate liability coverage for large non-historical fundraising events which holds the city harmless.
- 21. A rental agreement must be approved by the city which dictates hours of use, maximum number of people, location of parking, etc.

Seconded by Mayor Longrie.

Ayes – All

Councilmember Hjelle made a friendly amendment to remove the Halloween Hoe-Down from the discussion and address it separately.

Mayor Longrie accepted the friendly amendment regarding condition number 12. of the resolution be removed which stated In exchange for occasional use of the Bruentrup Heritage Farm Site by the city, the city will allow the society the use of the Community Center at no charge for their annual fundraising Halloween Hoe Down.

The friendly amendment was accepted by the motioners.

The motion passed.

Mayor Longrie moved that the staff review and bring back to the council options for memorializing that agreement including the idea that it may include an amendment to the current lease between the parties involved.

Seconded by Councilmember Nephew.

Ayes – All

The motion passed.

City of Maplewood  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 1902 East County Road B  
 Maplewood, Minnesota 55108  
 (651) 249-2400 FAX (651) 249-2408

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 STEVEN W. LOVE, P.E., P.L.S.  
 DATE: 11/03/09 LICENSE NO. 41348

DESIGNED SWL  
 DRAWN JDR  
 CHECKED SWL

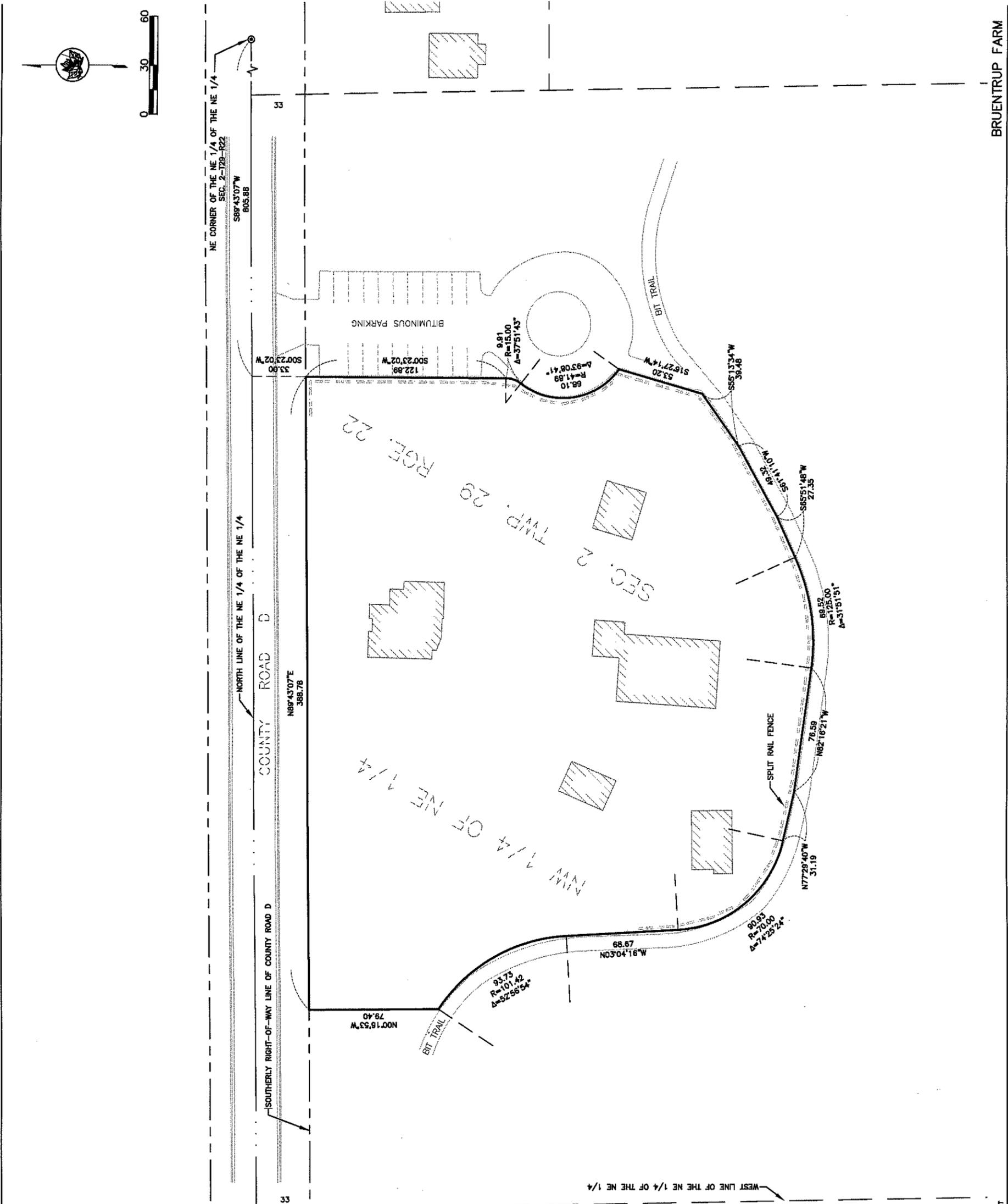
BRUENTRUP FARM  
 LEASE BOUNDARY

REVISION	DATE

RECORD DRAWING	
BY	
DATE	

CARD NUMBER	
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SHEET NO.	1 OF 1
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**Proposed Lease Area:**

A lease agreement over, under, and across all that part of the Northeast Quarter of the Northeast Quarter of Section 2, Township 29, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter, thence South 89 degrees 43 minutes 07 seconds West, assumed bearing, along the north line of said Northeast Quarter of the Northeast Quarter a distance of 805.88 feet; thence North 00 degrees 23 minutes 02 seconds West a distance of 33.00 feet to the southerly right-of-way line of County Road D and the point of beginning of said lease agreement to be described: thence South 00 degrees 23 minutes 02 seconds West a distance of 122.89 feet; thence southwesterly a distance of 9.91 feet along a tangential curve concave to the northwest having a radius of 15.00 feet and central angle of 37 degrees 51 minutes 43 seconds; thence southerly a distance of 68.10 feet along a reverse curve concave to the east having a radius of 41.89 feet and a central angle of 93 degrees 08 minutes 41 seconds; thence South 16 degrees 27 minutes 14 seconds West, not tangent to said curve, a distance of 53.20 feet; thence South 55 degrees 13 minutes 34 seconds West a distance of 39.48 feet; thence South 61 degrees 41 minutes 10 seconds West a distance of 49.32 feet; thence South 65 degrees 51 minutes 48 seconds West a distance of 27.35 feet; thence westerly a distance of 69.52 feet along a tangential curve concave to the north having a radius of 125.00 feet and central angle of 31 degrees 51 minutes 51 seconds; thence North 82 degrees 16 minutes 21 seconds West, tangent to the last described curve, a distance of 76.59 feet; thence North 77 degrees 29 minutes 40 seconds West a distance of 31.19 feet; thence northwesterly and northerly a distance of 90.93 feet along a tangential curve concave to the northeast having a radius of 70.00 feet and a central angle of 74 degrees 25 minutes 24 seconds; thence North 03 degrees 04 minutes 16 seconds West, tangent to the last described curve, a distance of 68.67 feet; thence northerly and northwesterly a distance of 93.73 feet along a tangential curve concave to the southwest having a radius of 101.42 feet and central angle of 52 degrees 56 minutes 54 seconds; thence North 00 degrees 16 minutes 53 seconds West, not tangent to the last described curve, a distance of 79.40 feet to said southerly right-of-way line of County Road D; thence North 89 degrees 43 minutes 07 seconds East, along said southerly right-of-way line, a distance of 388.78 feet to the point of beginning.

**PROPOSED LEASE AREA:**  
 102759 SQUARE FEET  
 2.36 ACRES

**MEMORANDUM**

**TO:** Melinda Coleman, Interim City Manager

**FROM:** Michael Martin, AICP, Planner

**DATE:** August 19, 2014

**SUBJECT:** Approval of a Conditional Use Permit Review – Maplewood Auto Mall, 2525 and 2529 White Bear Avenue

**Introduction**

The conditional use permit for the Maplewood Auto Mall is due for its annual review.

**Background**

March 22, 1988: The community design review board approved the plans for the Maplewood Auto Center. This facility was developed as an automotive center for auto parts, sales, and vehicle repairs.

April 24, 1989: The city council denied an appeal of two of the community design review board's conditions for approval of the Maplewood Auto Center (Attachment 2) including: 1) The exit on White Bear Avenue shall have only one exit lane, a "no left turn" sign and stop sign; and 2) there shall be no outside storage or displays of products or merchandise.

November 22, 1999: The city council approved a CUP for Credit Equity Sales to open a motor vehicle sales business for this location. In the year 2000, this permit was taken over by Midwest Auto.

July 9, 2001: The city council approved a CUP for Credit Equity to reopen a motor vehicle sales business for this location.

August 27, 2001: The city council approved a CUP for Alamo Car Rental to lease motor vehicles.

April 22, 2003: The CDRB (community design review board) approved a comprehensive sign plan amendment and design review change.

July 27, 2004: The CDRB approved changes to the property owner's color scheme for the larger building and its pylon sign.

August 12, 2013: The city council approved a conditional use permit reviews and design review to convert the former gas station building on site to a used auto sales business. The council also combined the three active conditional use permits into a single permit.

**Discussion**

The conversion of the former gas station building is complete. All exterior improvements proposed are also complete. Combining the three conditional use permits for this site into a single permit has made it easy for staff to relay the requirements and expectations of the city to the tenants and property owner.

Staff is not aware of any neighborhood complaints or concerns and recommends reviewing this permit again only if a problem arises or a major change is proposed.

**Budget Impact**

None.

**Recommendation**

Review the conditional use permit for the Maplewood Auto Mall at 2525 and 2529 White Bear Avenue again only if a problem arises or a major change is proposed.

**Attachments**

1. Location Map
2. Aerial Map
3. Land Use Map
4. Zoning Map
5. Site Plan
6. Parking Plan
7. Façade Update Plans
8. City Council Minutes, dated August 12, 2013

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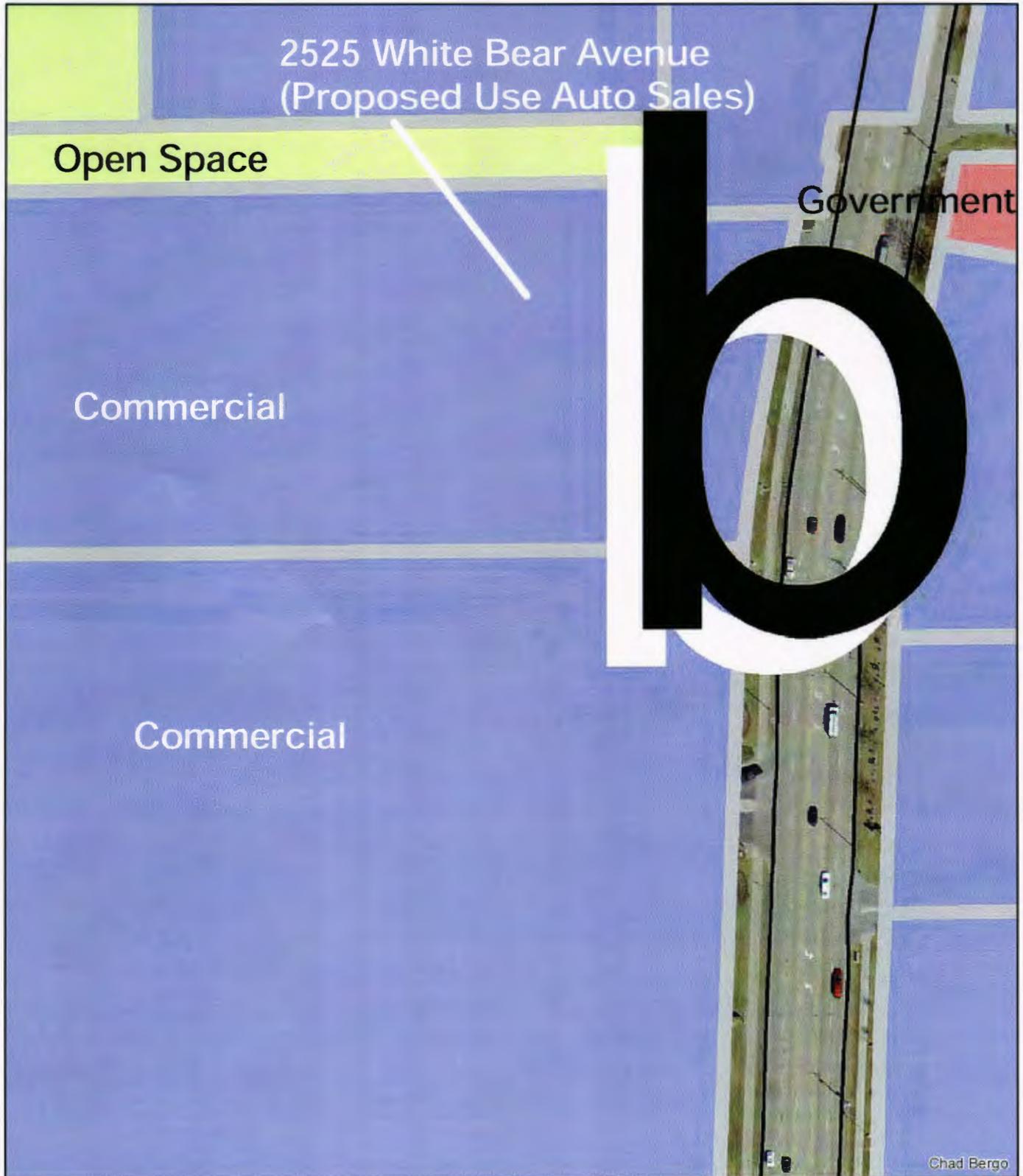


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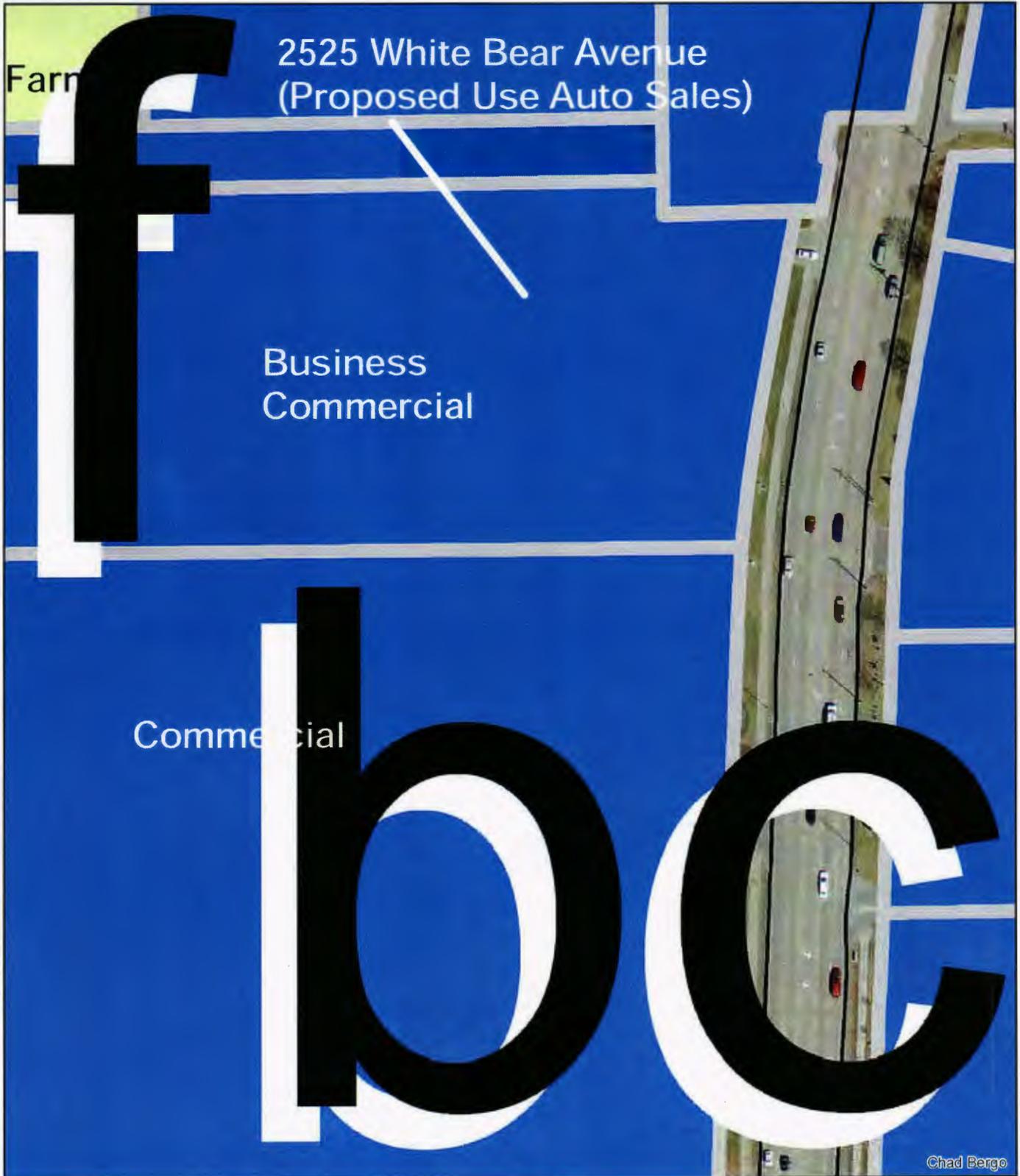
**Proposed Used Auto Sales - 2525 White Bear Avenue**  
Location Map



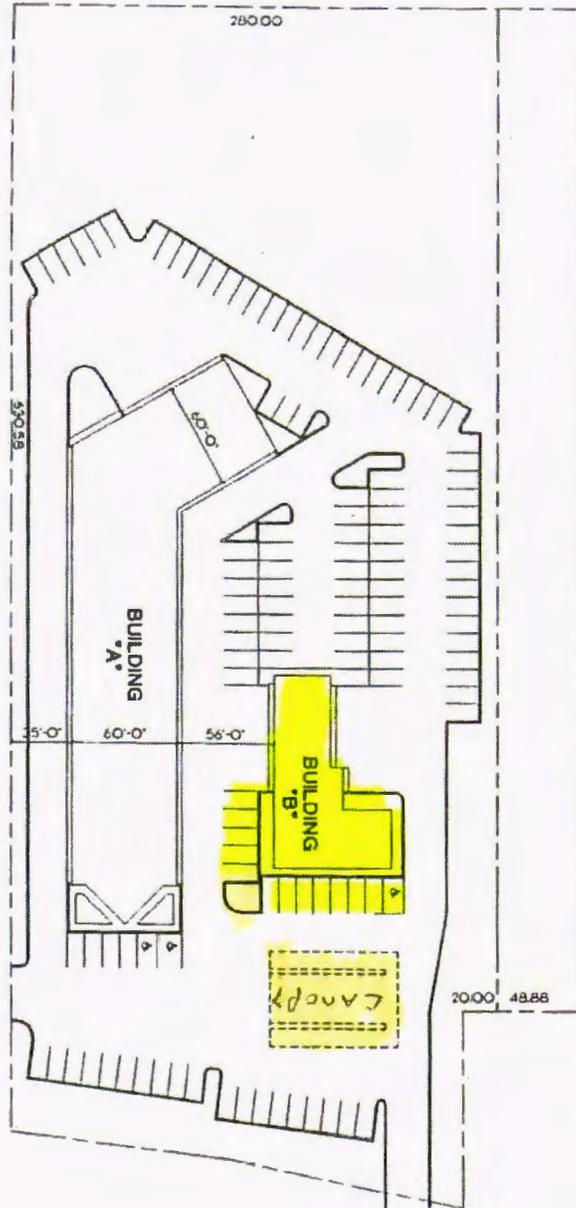
**Proposed Used Auto Sales - 2525 White Bear Avenue**  
Aerial Map



Proposed Used Auto Sales - 2525 White Bear Avenue  
Future Land Use Map



Proposed Used Auto Sales - 2525 White Bear Avenue  
Zoning Map





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**COMING IN THE SUMMER OF 2013**

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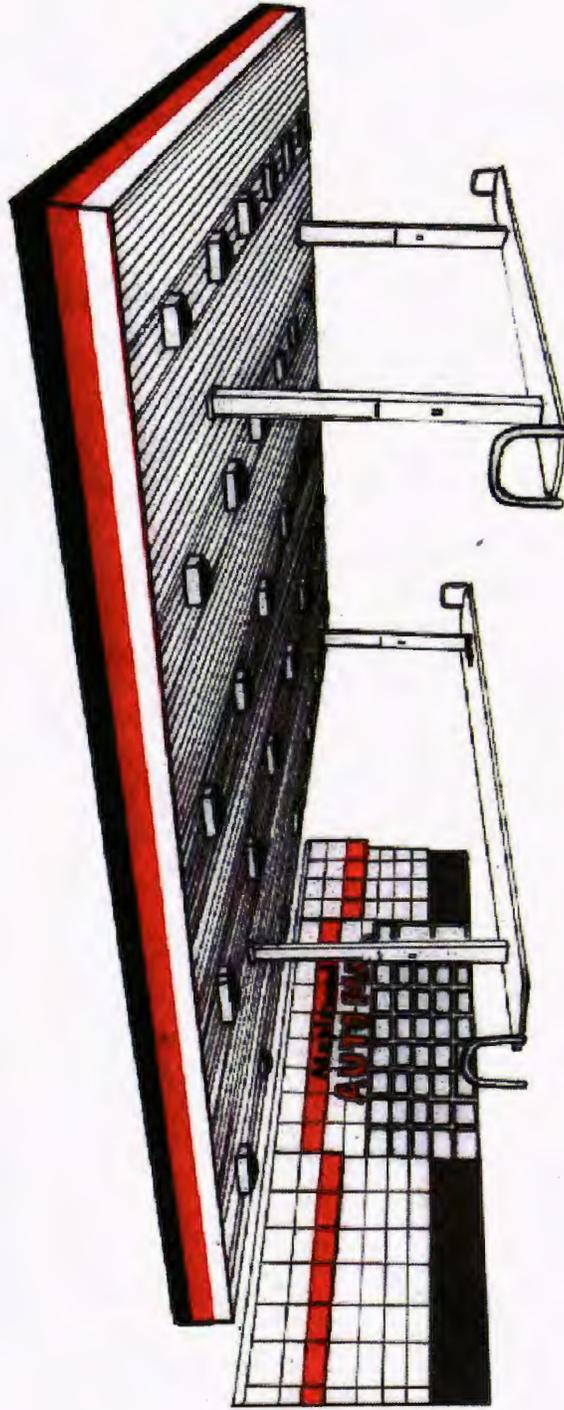
**MAPLEWOOD  
AUTO MALL**

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**COMING IN THE SUMMER OF 2013**

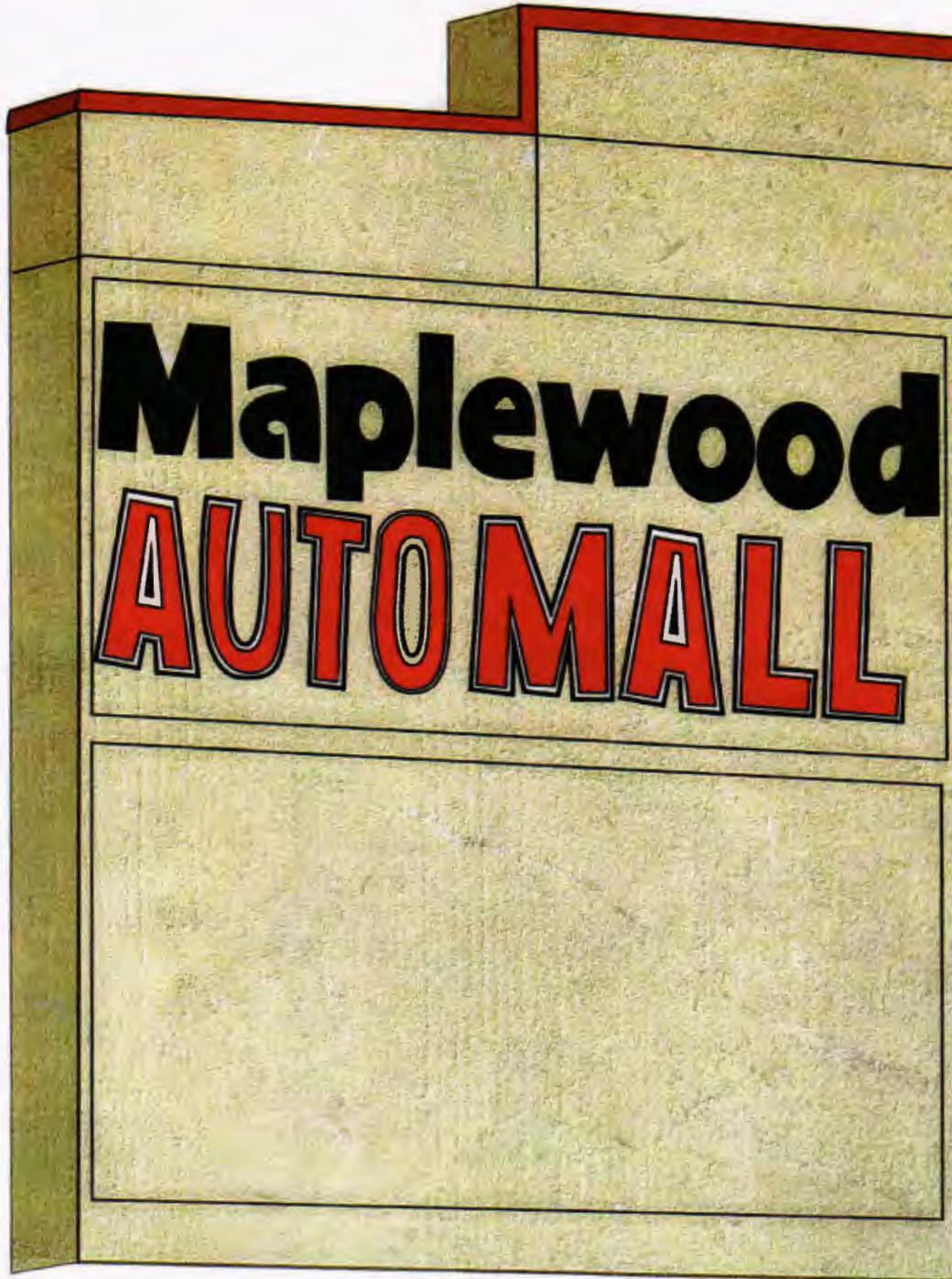
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**MAPLEWOOD  
AUTO MALL**

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**MINUTES**  
**MAPLEWOOD CITY COUNCIL**  
7:00 p.m., Monday, August 12, 2013  
Council Chambers, City Hall  
Meeting No. 14-13

**1. Approval of a Resolution for a Conditional Use Permit and Design Review, Maplewood Auto Mall, a Used Auto Sales Business at 2529 White Bear Avenue**

City Planner Martin gave the staff report and answered questions of the council. John Lombardozi, property owner of Maplewood Auto Mall addressed and answered questions of the council. James Kuria and Quentin Minkin from Alpha One Motors were present and addressed the council to give additional information regarding parking concerns.

Mayor Rossbach moved to approve the resolution approving a conditional use permit for auto repair, auto detailing, auto rental, used auto sales and auto washing at 2525 and 2529 White Bear Avenue. Approval is based on the findings required by the code and subject to the conditions stated in the resolution.

RESOLUTION 13-7-959  
CONDITIONAL USE PERMIT RESOLUTION

WHEREAS, this permit for the Maplewood Auto Center, which was built in 1987, allows auto repair, auto detailing, auto rental, used auto sales and auto washing.

WHEREAS, this permit applies to property located at 2525 and 2529 White Bear Avenue. The legal description is:

SUBJECT TO EASEMENTS: N 280 FEET OF LOT 2 & ALL OF LOT 1 BLOCK 1,  
MAPLE RIDGE MALL (PIN 11-29-22-22-0040)

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

1. On July 16, 2013, the planning commission held a public hearing and recommended that the city council approve this permit. 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 also considered reports and recommendations of the city staff.
2. On August 12, 2013, the city council reviewed this proposal. The council also considered reports and recommendations of the city staff and planning commission.

NOW, THEREFORE, BE IT RESOLVED that the city council approves the above-described conditional use permit based on the building and site plans. The city approved this permit because:

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

Approval is subject to the following conditions:

1. All façade improvements for the Maplewood Auto Mall (Cooper Motors) used auto sales business shall follow the plans approved by the city. The director of community development may approve minor changes.
2. The property owner shall comply with the signage requirements of the city code and the auto center's sign criteria.
3. Fire protection systems (fire extinguishers and a sprinkler system) shall meet all requirements of the code. These systems shall be approved and installed before the applicant begins his business.
4. All vehicles on-site shall be operational.
5. Ensure that there is no illegal parking on the site including no parking on the grass and no stacking of vehicles (i.e., two vehicles to one stall).
6. Ensure that the entire site is cleared of trash including all illegally dumped material located within the drainage ditch behind the auto mall.
7. Ensure that trash dumpsters are placed inside enclosures at all times.

8. Ensure that the site is in compliance with the city's temporary sign ordinance including obtaining a sign permit for all temporary signs over 12 square feet and only allowing one temporary sign per business located within the center.
9. Ensure that all landscaped areas are maintained including removing all weeds from the landscaped area around the base of the center's pylon sign.
10. There shall be no parting-out of vehicles outside the building and left in the parking lot.
11. Auto salvage businesses are prohibited from operating at this site.
12. The parking lot shall be kept clear of junk and dirt.
13. All service work that is needed on vehicles shall be completed inside a proper service garage.
14. There shall be an after-hours contact person on record with the city's emergency dispatcher.
15. If the building occupancy changes, the property owner shall comply with all applicable code requirements relative to the new building use. A building permit may then be required.
16. Verify that the parking on-site does not obstruct fire department access for their trucks.
17. All tenants at the Maplewood Auto Center must adhere to the parking plan, dated July 8, 2013, as submitted by the property owner to city staff. A parking plan needs to be filed with city staff at all times indicating the property is meeting the minimum parking requirements and how the spaces are allocated to each tenant. A new parking plan shall be filed any time a suite changes use or the building is physically altered in any way.
18. Parking in the center of the canopy, adjacent to the 2529 building, shall be for inventory only. A no customer parking sign shall be posted
19. The city council shall review this permit in one year.
20. The property owner shall provide city staff a plan for trash removal or design plans for a new enclosed structure for the 2529 building, subject to the city's design review process.
21. The property owner or manager is responsible for compliance of all conditions listed in this permit. If any tenant is found out of compliance the city will notify the property owner or manager in order to rectify the situation.

The Maplewood City Council approved this resolution on August 12, 2013.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

Mayor Rossbach moved to approve the design plans attached to this report for the façade improvements on building B (former Super America) located at 2529 White Bear Avenue.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**MEMORANDUM**

**TO:** Melinda Coleman, Interim City Manager

**FROM:** Michael Thompson, Director of Public Works/City Engineer  
Steven Love, Assistant City Engineer  
Jon Jarosch, Civil Engineer II

**DATE:** August 14, 2014

**SUBJECT:** Approval of Resolution for State Aid Variance, Arkwright-Sunrise Area Improvements, City Project 12-09

**Introduction**

The City Council will consider approving a request for a variance from State Aid rules in order to secure State Aid funding for the concrete and bituminous walk improvements proposed as part of the Arkwright-Sunrise Area Improvement Project, City Project 12-09.

**Background**

As part of the Arkwright-Sunrise Area Improvement Project, the City proposed to install a concrete sidewalk and a bituminous walk along County Road B between Edgerton Street and Interstate 35E and concrete sidewalk along Edgerton Street from County Road B to the existing sidewalk that extends over Highway 36. As these portions of County Road B and Edgerton Street lie within the jurisdiction of Ramsey County and subject to their cost participation policy. The City is requesting partial funding of said improvements from the County and they intend to utilize County State Aid funding to cover their portion of the project cost.

Thus, State Aid rules require that plans and specifications for projects utilizing State Aid funds be approved by Mn/DOT before bids are opened. However, in order to advance the larger neighborhood improvement project without delay, bids were opened before the plans and specifications were approved by Mn/DOT. Now, in order to secure the eligible funding, a variance must be approved by the State Aid Variance Committee at the September 25, 2014 Variance Committee meeting. In order to approve the variance request, a certified resolution must be forwarded to Mn/DOT requesting the variance.

This action is more procedural and does not affect the approved budget or financing.

**Recommendation**

It is recommended that the City Council approve the attached resolution requesting a variance from State Aid Operations Rules for the Arkwright-Sunrise Area Improvements, City Project 12-09.

**Attachments**

1. Resolution
2. Project Location Map

RESOLUTION  
CITY OF MAPLEWOOD, MN

REQUEST FOR VARIANCE FROM STATE AID OPERATIONS RULES – CHAPTER 8820 – ELIGIBILITY FOR FUNDING FOR ARKWRIGHT-SUNRISE AREA IMPROVEMENTS, CITY PROJECT 12-09, S.A.P. 062-030-018.

WHEREAS, the City of Maplewood initiated a local neighborhood improvement project, the Arkwright-Sunrise Area Improvement Project, City Project 12-09, and

WHEREAS, the City of Maplewood proposed to make concrete and bituminous walk improvements along County Road B and concrete walk improvements along Edgerton Street as part of the Arkwright-Sunrise Area Improvement Project, City Project 12-09, and

WHEREAS, County Road B, between Edgerton Street and Interstate 35E, and Edgerton Street, between County Road B and Highway 36, is maintained under the jurisdiction of Ramsey County, and

WHEREAS, the City of Maplewood is requesting partial funding for said improvements from Ramsey County under the County's cost participation policy, and

WHEREAS, Ramsey County seeks to utilize State Aid funding for their portion of the costs of said improvements along County Road B and Edgerton Street, and

WHEREAS, the City of Maplewood opened bids in advance of receiving state aid approval of final plans and specifications for the Arkwright-Sunrise Area Improvement Project, City Project 12-09, S.A.P. 062-030-018, and

WHEREAS, said approval is required by State Aid Rules Chapter 8820.2800 subpart 2 to be eligible for State Aid funding, and

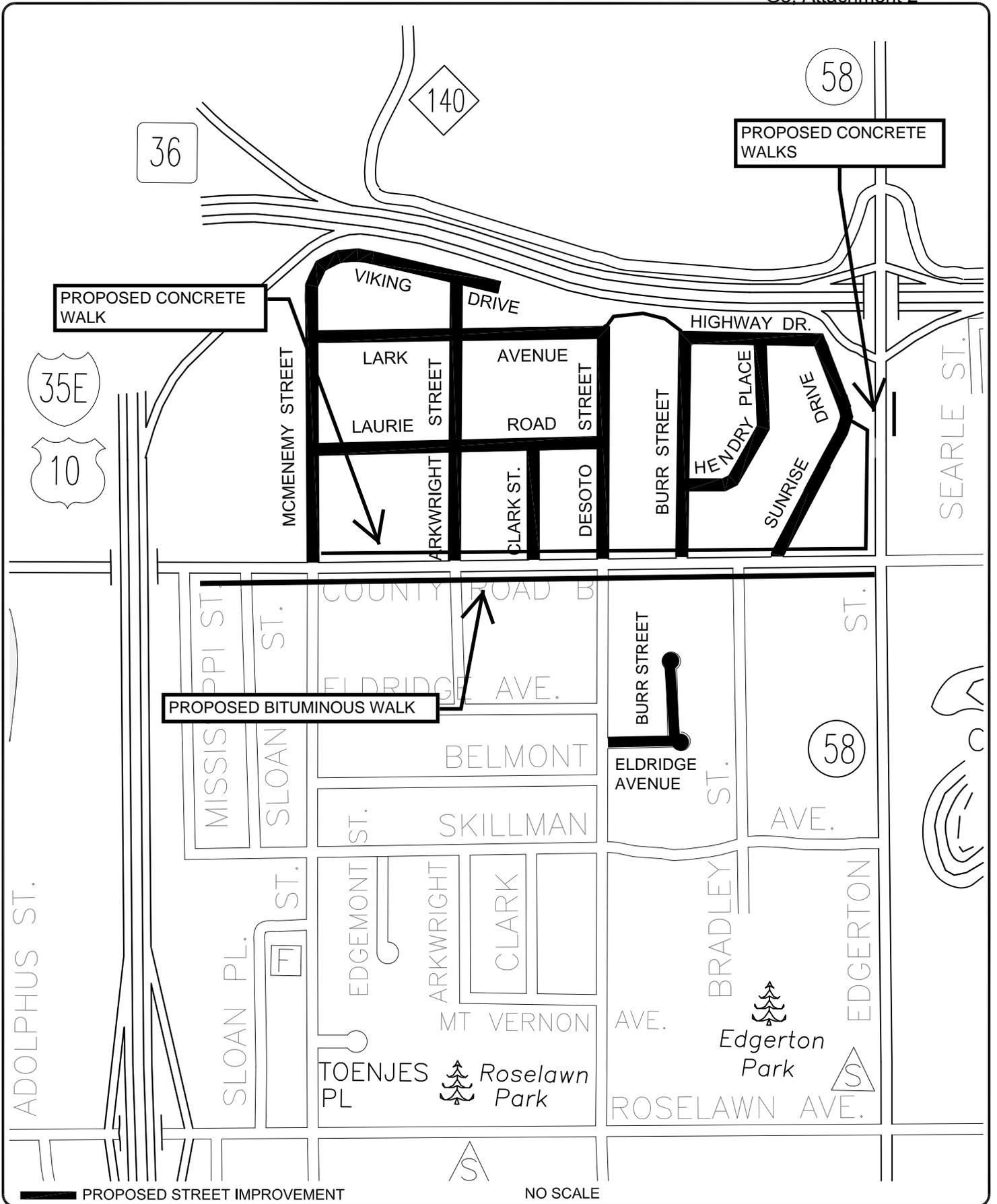
WHEREAS, it was necessary to open bids early to advance the remainder of the Arkwright-Sunrise Area Improvement Project,

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

That the City Council hereby requests a variance from said rules and directs the City Engineer to work with the State Aid Variance Committee and explain the need for a variance and the reasons why the project was let before State Aid approval was given.

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

That the City of Maplewood hereby indemnifies, saves and hold harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.



PROPOSED STREET IMPROVEMENT

NO SCALE

**Arkwright/Sunrise Area Streets**  
 Project Location Map  
 City Project 12-09



**MEMORANDUM**

**TO:** Interim City Manager Melinda Coleman  
**FROM:** Chief of Police Paul P. Schnell  
**DATE:** August 20, 2014  
**SUBJECT:** Approval of School Resource Officer Contract Between the City of Maplewood and Independent School District 622

**Introduction**

The City of Maplewood Police Department would like to enter into a contract with North St. Paul-Maplewood-Oakdale School District 622 to provide School Resource Officer services, and City Council approval is required.

**Background**

For the past several decades, the Maplewood Police Department has provided School Resource Officer services to School District 622. The School District, in return, has paid the City of Maplewood part of the salary costs for the officer assigned to this position.

City Council approval is requested to enter into a Contract For Services with School District 622 for School Resource Officer services from September 1, 2014, through August 30, 2015. The School District will pay \$65,000, on a semi-annual basis. The contract is for the officer's salary only and does not include any fringe benefits, unemployment compensation, or Workers Comp. Both parties have the right to cancel the contract at any time should funding for this position cease for any reason. The agreement also provides for reimbursable overtime of up to 30 hours at a rate of \$75 per hour.

**Budget Impact**

The City will receive a minimum payment of \$65,000 over the course of the 2014-2015 school year for School Resource Officer services to School District 622.

**Recommendation**

It is recommended that the City Council approve the agreement between the City of Maplewood and North St. Paul-Maplewood-Oakdale School District 622 for School Resource Officer services and that the Finance Director be authorized to make any necessary budget adjustments.

**Attachments**

1. School District 622 School Resource Officer Agreement



# School District 622

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## SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (the “Agreement”) dated September 1, 2014 is by and between the City of Maplewood and Independent School District No. 622 (“School District”).

### RECITALS

WHEREAS, the School District and the City are both corporate bodies politic under the Laws of the State of Minnesota; and

WHEREAS, both the City and District desire to enter this agreement for the provision of law enforcement services by the Maplewood to the District; and

WHEREAS, this Agreement is authorized and provided for by Minn. Stat. § 471.59.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

#### **1. Purpose**

The City and School District will collaborate on a law enforcement services provided by a School Resource Officer. Both the City and School District have determined that the law enforcement provided by the SRO is beneficial to school and community safety and promotes collaboration between the City, District, parents and students. This Agreement is intended, in part, to set forth the terms and conditions, to create, fund, and implement the position of a police School Resource Officer (“SRO”).

The SRO reports to Maplewood designated Police Supervisor in collaboration with school administrators.

#### **2. Job Duties**

The SRO will work towards carrying out the mission of the Maplewood Police Department within the school community as per the City’s job description for the position [INSERT JOB DESCRIPTION AS EXHIBIT A]. The SRO will act in their capacity and authority as a Police Officer for the City of Maplewood Police Department to provide a safe learning environment, to prevent crime, and to investigate and solve crimes.



# School District 622

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### 3. Funding – SRO Program

The City is responsible for hiring the SRO and paying his or her salary, benefits and training costs and the District will contribute \$65,000 to the city for those costs. Overtime for special events as may be required for the safety of students, staff, and visitors to School District facilities.

### 4. Services

- a. The City shall provide the services of one primary police officer to assist the School District. The School District agrees to provide adequate office space, telephone access, computer and printer for use by the SRO(s). The SRO will be on duty during regular school hours in the school district all student contact days and also comply with the City of Maplewood job description [see EXHIBIT A]. While on duty with the school district, the SRO is primarily engaged in school district services; however, the Police Chief has the authority to redeploy the SRO should a specific emergency or public safety necessity require such deployment. The SRO will respond to calls to all schools in the City of Maplewood although maybe based primarily at one school in the city.
- b. Selection of SRO. The City will assign someone who already is currently employed by the City to the SRO position and the District will provide input on the assignment, with the Chief having final authority to select the SRO. The City of Maplewood has the authority of determining the rotation of the SRO assignment.
- c. Dress Code: The Police-School Liaison Officer may wear Police Department issued uniform or civilian clothing attire in compliance with the Police Department Uniforms and Appearance Policy.

### 5. Performance Issues:

The School District shall promptly report to the Chief of Police any issues or concerns it has regarding the assigned officer's work performance. The School District may also provide annual input to the Chief of Police regarding the officer's work performance.

### 6. Incidents:

Incidents occurring on or about school premises that require police intervention, should be primarily investigated by the Police-School Liaison Officer. The assigned and/or participating



# School District 622

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officer shall prepare customary police incident report(s) and perform investigations in accord with Maplewood Police Department Policy and Procedure.

## **7. School Discipline Rules:**

The Police-School Liaison Officer shall not enforce any school disciplinary rules or policies.

## **8. Coordinating Representatives:**

Representatives of the City, the Police Department and School District will meet as necessary to discuss, coordinate and recommend revisions, if necessary, to the School Resource Officer services/agreement.

## **9. Payment**

The City shall provide billing statements to the School district for services provided herein on a semi-annual basis on June 30 and January 1 of each year. Such statements will be due and payable by the School District to the City no more than thirty (30) days after receipt of the same. The billing to the School district shall be done so in arrears of service provision (January billing shall cover the immediately preceding period of July 1 through December 31).

## **10. Term**

This Agreement shall commence on the 1<sup>st</sup> day of September 2014, and shall end on the 30<sup>th</sup> day of August, 2015.

## **11. Independent Contractor**

The City, through its Chief of Police, will remain free to exercise judgment in this Agreement. The City acknowledges that no withholding for state or federal benefits or taxes will be made from the payments due the City by the School District. The City also acknowledges that it has the sole obligation to comply with state, local and federal tax provisions with regard to these services and the employees hired by the City to perform services described herein, including workers compensation laws.

## **12. Scheduling**

The SRO will be on duty during regular school hours in the school district all days while school is in session and also comply with the City of Maplewood job description [see EXHIBIT A].



# School District 622

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During non-student contact days during the school year and during the summer months the SRO's schedule will be determined by the Chief of Police.

## Overtime

As requested by the school district with the approval of the Chief of Police and/or his/her Designee, the SRO is authorized to work special events (prom, homecoming, school dances, special athletic events, etc.) outside of the regular schedule to promote public safety and enhance safety for students, staff, and visitors. Recognizing the joint nature of the SRO program, and the desire to provide the School District with a fixed cost of the SRO program, the City shall invoice the School District up to 30 hours of special event overtime at a flat rate of \$60 per hour. Any additional overtime needed would be the responsibility of the individual school organization to cover the costs. Scheduling of police coverage for special events will be completed between the police department and the Athletic/Activities Director at the respective school.

## **13. Termination of this Agreement**

Either party may terminate this Agreement by providing written notice to the other party no less than six months prior to the effective termination date.

## **14. Temporary Emergency Reassignment**

If, in the discretion of the Chief of Police, it becomes necessary to remove the SRO from the district, whenever possible, the Chief of Police will inform the School District officials in advance of such action.

## **15. Security/Linking**

The SRO(s) office will be locked and secured by a key issued only to the SRO(s). The SRO(s) will be provided a suitable computer, monitor, and printer and any other items or services necessary, at the expense of the School District, so that the SRO will have full access to the City email and network system and the School District's email and network system at all times the SRO(s) is working pursuant to this Agreement. Any additional equipment costs to be borne by the City.

## **16. Indemnity and Hold Harmless**

The District and the City agree that they will be responsible for their own acts and omissions and those of their officials, employees, representatives and agents in carrying out the terms of this



# School District 622

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Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of the other party and the results thereof.

It is understood and agreed that each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party, their respective officials and employees, may have under said Chapter 466, or any common-law immunity or limitation of liability, all of which are hereby reserved by the District and the City.

## **17. Complete Agreement**

It is understood and agreed that this is the entire agreement between the parties and this Agreement supersedes all oral agreements and negotiations between the parties relating to this subject matter.

## **18. Amendments**

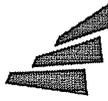
This Agreement contains the full understanding and agreement between the parties and may not be amended except in writing agreed to and executed by both parties. If any provision of this Agreement is found invalid by a court or agency, it shall not invalidate any remaining provisions.

## **19. Data Practices**

Sharing of data will be done only pursuant to the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act. Any data shared between the two parties to this Agreement will be maintained in accordance with state and federal law. Because the City and the officer (s) are not employees of the School District, any violation of state or federal law in this regard is the sole responsibility of the City and the officer and each agrees to hold the School District harmless if a claim or action arises because of the City's action or omissions. City shall provide reasonable data privacy training to all SRO's.

## **20. Discrimination**

The City and School District agree not to discriminate in providing services under this Agreement on the basis of race, sex, creed, nation origin, age or religion. The parties agree not to discriminate as required by state and federal laws.



# School District 622

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## **21. Interpretation**

This Agreement shall not be construed more strictly against one party than against the other party merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the City and the School District have contributed substantially and materially to the preparation of this Agreement.

## **22. Construction**

The headings of the sections and subsections of this Agreement are for convenience and reference only and do not form a part hereof; and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship as co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever, excluding any agency relationship that may exist for purposes of educational data practices.

## **23. Parties in Interest**

This Agreement shall be binding open upon and inure to the benefit of the parties' respective heirs, representatives, successors, and assignees. This Agreement is for the sole benefit of City and the School District (including a permitted assignee), and no third party is intended to be a beneficiary of or have the right to enforce this Agreement.

## **24. Attorney's Fees**

In the event of litigation between the parties in connection with this Agreement, the prevailing party (i.e. the party whose position is substantially upheld by the court) shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement or the closing.

## **25. Definitions**

If any date herein set forth for the performance of any obligations by the parties or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term



# School District 622

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“legal holiday” means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Minnesota. The term “including” shall mean including, as an example, without limiting the generality of the foregoing.

## **26. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

## **27. Governing Law**

This Agreement shall be construed as to both validity and performance enforcement in accordance with and governed by the laws of the State of Minnesota.

## **28. Heading**

The headings contained herein are for convenience of reference only and do not affect, define, describe or limit the scope or intent of this Agreement or any of its provisions.

## **29. Notices**

Notice to City provided for herein shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to City of Maplewood, City Administrator, 1830 County Road B East Maplewood, MN 55109. Notices sent to School District shall be sufficient if sent by the regular United State Mail, postage prepaid, addressed to ISD 622, Attention, Superintendent, 2520 East 12<sup>th</sup> Avenue, North St. Paul, MN 55109. Either party may designate to each other in writing from time to time a different address for notice.



# School District 622

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**IN WITNESS WHEREOF**, the parties have executed this agreement as of the day and year first written above.

## City of Maplewood

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

## Independent School District 622

\_\_\_\_\_  
Randy Anderson  
Director of Business Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cory McIntyre, Director of Student  
Support Services, ISD 622

\_\_\_\_\_  
Date

## MEMORANDUM

**TO:** Melinda Coleman, Interim City Manager

**FROM:** Paul P. Schnell, Police Chief

**DATE:** August 20, 2014

**SUBJECT:** Approval of Updates to Alarm System Ordinance – Second Reading

### Introduction

Staff proposes a comprehensive update of the City's alarm ordinance. The purpose of the ordinance is to establish reasonable expectations of alarm users; to incent owners of alarm systems to have properly working systems to effectively perform as intended; to reduce the number of false alarms, which results in City services being used to respond to unnecessary alarms; and provide added benefit to property owners by maintaining up-to-date information relating to alarm systems.

### Background

In 1982, the City of Maplewood, like many Metro-area communities, adopted an ordinance pertaining to the licensing and/or permitting of alarm systems (See Chapter 4 of City Code). In addition, the ordinance provided a mechanism for the imposition of certain penalty fees for violations of certain provisions of the Code, such as false alarms.

The key changes in the proposed ordinance have to do with the term of permitting, repeat false alarms, and penalty fees for violation of various provisions the Code. It is important to note that significant police resources are spent responding to false alarms. In many instances, the violations are repeat and/or chronic. At present we utilize a rolling violation schedule, which increases staff time in determining penalty. In addition, the process utilized by officers can be cumbersome for the purpose of calculating violations. Under the new language, alarm system users continue to receive two false alarm responses at no charge. After the second false alarm in a calendar year, a penalty fee is assessed. As part of the proposed changes, we recommend a substantial increase in penalty fees as follows:

#### Fees:

**Third false alarm in permit term . . . \$50.00**  
**Fourth false alarm in permit term . . . \$100.00**  
**Fifth, sixth and seventh false alarm in permit term . . . \$200.00 each**  
**Eighth and ninth false alarm in permit term . . . \$400.00 each**  
**Tenth and over false alarms in permit term . . . \$500.00 each**  
**Failure to Register . . . \$200.00**  
**Late Registration . . . \$50.00**

While some may question the imposition of these fees, it is important to note that repeat and/or chronic false alarm response essentially underwrites the excessive consumption of public safety services. It is believed that the imposition of significantly higher penalty of significantly higher usage of public safety resources is an appropriate way to incent compliance and recover costs associated with false alarm response.

The language also streamlines management of alarm permitting and clearly spells out the requirements for both alarm system monitoring providers and alarm system owners.

We are planning a series of work flow changes for responding officers, along with the planned implementation of the new records management system in early 2015. This, combined with the ordinance, will make management of the alarm program significantly easier.

The City Council held a public hearing to adopt the first reading of the update of the City's alarm ordinance on August 11, 2014. No changes were recommended.

### **Budget Impact**

While it is expected that false alarm revenues will increase in the short term, among the best measures of the ordinance effectiveness is the lack of false alarm revenue due to full compliance.

### **Recommendation**

It is recommended that the Maplewood City Council approve the second reading of the updated alarm ordinance replacing all current elements of Chapter Four with the exception of Section 4-73 pertaining to vehicle alarms.

### **Attachments**

1. Draft ordinance

# DRAFT

## CITY OF MAPLEWOOD, STATE

### ALARM ORDINANCE

The purpose of this ordinance is to establish reasonable expectations of alarm users; to incent owners of alarm systems to have properly working systems to effectively perform as intended; to reduce the number of false alarms, which results in City services being used to respond to unnecessary alarms; and provide added benefit to property owners by maintaining up-to-date information relating to alarm systems.

#### SECTION 1: DEFINITIONS

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

***Alarm Administrator*** means a person or persons designated by the City to administer, control and review false alarm reduction efforts and administers the provisions of this ordinance.

***Alarm Company*** means a person subject to the licensing requirements, and/or a company engaged in selling, leasing, installing, servicing or monitoring alarm systems; this person shall be licensed in compliance with State laws.

***Alarm permit*** means a permit issued by the City of Maplewood allowing the operation of an alarm system within the City of Maplewood.

***Alarm signal*** means any signal audible, visual, or electronically transmitted to a monitoring facility, generated by an alarm system, to which law enforcement is requested to respond.

***Alarm system*** means any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention and to which law enforcement is requested to respond, but does not include motor vehicle or boat alarms, fire alarms, domestic violence alarms, or alarms designed to elicit a medical response.

***Alarm user*** means any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

***Automatic dial protection device*** means an automatic dialing device or an automatic telephone dialing alarm system and shall include any system which, upon being activated, automatically initiates to the Maplewood Police Department a recorded message or code signal indicating a need for law enforcement response.

***Cancellation*** means the process where response is terminated when the alarm company (designated by the alarm user) notifies the Maplewood Police Department that there is not an existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of establishing a penalty fee, and no penalty fee will be assessed.

***City*** means the City of Maplewood or its agent.

***False alarm*** means the activation of an alarm system through mechanical or electronic failure, malfunction, improper installation, or the negligence of the alarm user, his/her employees or agents, and signals activated to summon law enforcement personnel unless law enforcement response was cancelled by the alarm user or his/her agent before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the Maplewood Police Department, evidence indicates that no unauthorized entry, robbery, or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm system.

Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user.

***Local alarm*** means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

***Runaway alarm*** means an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action. The Maplewood Police Department may in its discretion discontinue police responses to alarm signals from what appears to be a runaway alarm.

***Verify*** means an attempt by the monitoring company, or its representative, to contact the alarm site and/or alarm user by telephone and/or other electronic means, whether or not actual contact with a person is made, to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch, in an attempt to avoid an unnecessary alarm dispatch request. For the purpose of this ordinance, telephone verification shall require, as a minimum that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch.

## SECTION 2: ALARM PERMIT

- (a) **Permit required; term.** No person shall use an alarm system without first obtaining a permit for such alarm system from the City. A fee may be required for the initial registration and annual renewals. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch. It is the responsibility of the alarm user to obtain the required permit through whichever methods or processes are required by the City of Maplewood. Upon proper application and registration and a permit shall be issued and valid for the remainder of the year expiring on December 31 annually. When a new permit is issued after August 1 of any year said permit shall be valid until expiring on December 31 of the following calendar year. Alarm system users must apply for renewal of their issued permit at least 14 days before the existing alarm permit expires.
- (b) **Alarm permit; renewal.** Alarm system users currently operating permitted alarm systems on the effective date of this section shall have said alarm permit expire on April 30, 2014. Thereafter renewal of alarm permits will be done annually with an effective date of January 1. Any alarm system user not currently permitted shall obtain a permit within 30 days of the effective date of this section. New alarm system users shall have 30 days following installation of new system to make application for an alarm permit. Alarm system users more than thirty (30) days delinquent in renewing an existing alarm permit and alarm system users more than (45) forty-five days delinquent in obtaining an alarm permit shall be charged and shall pay a fee as set by ordinance.
- (c) **Exemption.** An alarm system user which is a political subdivision of the federal or state government, including City and County and school districts, shall not be subject to the provisions of this ordinance.
- (b) **Application.** The permit shall be requested on an application form or through web access as may be provided by the City. An alarm user has the duty to obtain an application from the City.
- (c) **Transfer of possession.** When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within 30 days of obtaining possession of the property. Alarm permits are not transferable.
- (d) **Reporting updated information.** Whenever the information provided on the alarm permit application changes, the alarm user shall provide correct information to the City within 30 days of the change. In

addition, upon renewal each year after the issuance of the permit, permit holders will receive from the City a form requesting updated information. The permit holder shall complete and return this form to the City when any of the requested information has changed; failure to comply will constitute a violation and may result in a civil penalty. The information is required:

1. Accurate and complete contact information for alarm system users(s) and designated contact person(s), including names, addresses, and phone numbers.
2. The physical address and location within the building where the alarm system is installed and maintained.
3. The type and brand name of the alarm system installed and/or used;
4. The business name, address and phone number of the installer of the alarm system;
5. The name, address, and phone number of the alarm company monitoring the system,
6. A declaration that the alarm system does not utilize an automatic dialing device.

(e) **Multiple alarm systems.** If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

**SECTION 3: DUTIES OF THE ALARM USER**

- (a) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms; and
- (b) Provide the alarm company the permit number.
- (c) Must respond or cause a representative to respond to the alarm system's location within thirty (30) minutes when notified by the Maplewood Police Department to deactivate a malfunctioning alarm system.
- (d) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report or to perform routine maintenance as prescribed by alarm system provider.
- (e) An alarm user must obtain a new permit and pay any associated fees if there is a change in address or ownership of a business or residence.
- (f) The alarm registration permit shall be conspicuously displayed upon the premises where the alarms system is located and readily visible from the exterior thereof.

**SECTION 4: DUTIES OF THE ALARM COMPANY**

(a) Any person engaged in the alarm business in the city/county, shall comply with the following:

- 1) Obtain and maintain the required Technology System Contractors License, issued by the State of Minnesota.
- 2) Be able to provide the most current contact information for the alarm user.

(c) Prior to activation of the alarm system, the alarm company must provide instructions explaining the proper operation of the alarm system to the alarm user.

(d) An alarm company performing monitoring services shall:

- 1) Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, EXCEPT in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.
- 2) Provide alarm user permit number to the communications center to facilitate dispatch and/or cancellations.
- 3) Communicate any available information about the alarm.
- 4) Communicate a cancellation to the Maplewood Police Department through the communications center as soon as possible following a determination that response is unnecessary.

## **SECTION 5: PROHIBITED ACTS**

(a) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.

(b) It shall be unlawful to install, maintain, or use an audible alarm system which can sound continually for more than 20 minutes.

(c) It shall be unlawful to install, maintain, or use an automatic dial protection device that reports, or causes to be reported, any recorded message to the Maplewood Police Department.

(d) It shall be unlawful for an alarm system user to operate an alarm system without a current alarm permit issued for the alarm system under this section. When the Police Department responds to an alarm or signal from an alarm system at a location for which there is no current permit

issued, the Police Department may issue a citation to the alarm system user for violation of this section. Alarms system users more than 60 days delinquent in renewing their alarm system permit shall be considered to be using an alarm system without an alarm system permit in violation of this section. Any person or responsible party who violates any provision of this ordinance is subject to the penalty as provided under Sec. 1-15 of the City Code

## **SECTION 6: ENFORCEMENT OF PROVISIONS**

(a) ***Excessive false alarms/Failure to register fees.*** It is hereby found and determined that three or more false alarms within a permit year is excessive, constitutes a public nuisance, and shall be unlawful. Penalty fees for false alarms within a permit year may be assessed against an alarm user as provided and published in City established fee schedule. Alarm system users who have been found to be operating an alarm system without a permit for more than 45 days but less than 90 days shall be assessed late penalty fee as provided and published in City established fee schedule. Alarms system users found to be operating an alarms system for more than 90 days shall be assessed a failure to register fee as published in City established fee schedule. (b) ***Payment of Penalty Fees.*** Penalty fees shall be paid within 30 days from the date of the invoice.

(c) ***Certification of Fee.*** Any fees not paid within 30 days after a notice of delinquency is sent to the alarm system user may be certified to the county auditor in the county in which the alarm system user owns real property as provided by Minnesota Statutes 366.012, or any amendments thereto, and the fees shall then be collected together with property taxes levied against the property owned by the alarm system user.

(d) ***Violation as Penal Offense.*** Any person or responsible party fails to obtain and/or renew a permit within 180 days may be subject to the penalty as provided under Sec. 1-15 of the Code of Ordinances.

## **SECTION 8: APPEALS**

- (a) ***Appeals process.*** Assessments of penalty fees and related false alarm determinations made under this ordinance may be appealed by filing a written notice of appeal with the Maplewood Police Department within 10 days after the date of notification of the assessment of fees. The Police Chief is authorized to determine a waiver of the penalty fee when upon review and consideration it is reasonably determined that the false alarm penalty resulted from:
- a. An electrical storm, tornado, or other act of God when there is evidence of damage to or disruption of alarm system operations.

- b. Intermittent disruption of telephone service and/or circuits beyond the control of the alarm system owner
- c. Caused by electrical power disruption or failure in excess of two hours beyond the control of the alarm system owner.
- d. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty fees. Appeals shall be heard through an administrative process established by the City. The hearing officer's decision is subject to review in the district court by proceedings in the nature of certiorari.

(b) **Appeal standard.** The hearing officer shall review an appeal from the assessment of penalty fees or other enforcement decisions using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of penalty fees, the hearing officer shall have the discretion to dismiss or reduce penalty fee .

**SECTION 9: CONFIDENTIALITY**

In the interest of public safety, all information contained in and gathered through the alarm registration applications, no response records, applications for appeals and any other alarm records shall be held in confidence by all employees and/or representatives of the City.

**SECTION 10: GOVERNMENT IMMUNITY**

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that the Maplewood Police Department response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

**SECTION 11: SEVERABILITY**

The provisions of this ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

This ordinance shall take effect on \_\_\_\_\_, 20\_\_\_\_\_

**Fees:**

**Third false alarm in permit term . . . \$50.00**  
**Fourth false alarm in permit term.....\$100.00**  
**Fifth, sixth and seventh false alarm in permit term.....\$200.00 each**  
**Eighth and ninth false alarm in permit term . . . .....\$400.00 each**  
**Tenth and over false alarms in permit term . . . .....\$500.00 each**  
**Failure to Register.....\$200.00**  
**Late Registration.....\$50.00**

## MEMORANDUM

**TO:** Melinda Coleman, Interim City Manager

**FROM:** Michael Martin, AICP, Planner

**DATE:** August 20, 2014

**SUBJECT:** Approval of the following requests for LCS Lawn Service Inc at the Former Maplewood Fire Station, 1177 Century Avenue:

- a. Approval of a Resolution for a Comprehensive Plan Amendment
- b. Approval of a Resolution for a Conditional Use Permit for Exterior Storage

### **Introduction**

#### **Project Description**

The city council has approved a purchase agreement for the former Maplewood Fire Station No. 1, at 1177 Century Avenue North. LCS Lawn Service is proposing to move its landscaping maintenance business to this location. This use is permitted by the current business commercial (BC) zoning, but to change it from a government use, the comprehensive plan classification would need to be changed to C (commercial) to match the existing BC zoning. LCS Lawn Service also proposes to use a portion the parking lot to store equipment. This would require a conditional use permit (CUP) for any equipment or materials that would be stored outdoors.

#### **Requests**

The City of Maplewood is requesting that the city council approve:

1. A comprehensive land use plan amendment from G (government) to C (commercial).
2. A CUP to be allowed to store equipment and materials outdoors.

### **Background**

This property is the site of Maplewood Fire Station No. 1. It was placed for sale due to its replacement with the new fire station under construction on McKnight Road near Minnehaha Avenue. The city council approved a purchase agreement from LCS Lawn Service to purchase this property from the city. LCS Lawn Service is not proposing any changes to the exterior of the building and will be utilizing the parking lot as it is currently configured. In the future, any changes to the exterior part of the building or the parking lot would trigger a design review process by the city. The site currently meets minimum parking requirements for the building.

## **Discussion**

### **Comprehensive Plan Amendment**

The city council must approve the proposed land use plan change to C (commercial) if they wish to approve the CUP. Staff recommends approval of this change since the proposed use complies with the general development policies in the comprehensive plan. The site is already zoned business commercial and would be consistent with the C (commercial) land use designation. The other non-residential properties along Century Avenue, south of this site, are also zoned BC and guided C.

### **Conditional Use Permit**

The applicant is proposing to store trailers and vehicles in an area directly west, or behind, the building. The city requires a conditional use permit to allow exterior storage. The applicant is proposing to mitigate the exterior storage by installing a 100 percent opaque screening fence on the three exposed sides of the storage area. The applicant did not indicate how tall of a fence would be built but staff would recommend requiring the fence be at least six feet tall. The applicant is also proposing to restore the overflow parking area to the north of the building with grass seed.

## **Committee Review**

August 19, 2014: The planning commission recommended approval of the comprehensive plan amendment and the conditional use permit.

## **Budget Impact**

The approval of a comprehensive plan amendment and a conditional use permit do not have any direct impact on the city's budget. The selling of the fire station property has been addressed by the city council in other actions.

## **Recommendations**

- A. Approve the resolution adopting a comprehensive land use plan amendment from G (government) to C (commercial) for 1177 Century Avenue North. Approval is based on the following reasons:
  1. The property is presently dormant and is proposed to be sold to and utilized by a private business which would be compatible with a land use classification of C (commercial).
  2. The site is already zoned business commercial which is compatible with the land use designation of C (commercial) and the other commercial properties to the south.

This action is subject to the approval of a comprehensive plan amendment by the Metropolitan Council.

- B. Approve the resolution approving a conditional use permit for exterior storage at 1177 Century Avenue. The storage area will be located directly west of the building. Approval is subject to the findings required by ordinance and subject to the following conditions:
1. All exterior storage must be contained to the area indicated by the site plan, date-stamped July 21, 2014. Staff may approve minor changes.
  2. The city council shall review this permit in one year.
  3. 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.
  4. The proposed fence must be 100 percent opaque and be built with either cedar boards or a maintenance-free vinyl material.
  5. Broken or knocked down fence portions shall be repaired.
  6. Comply with the building permit requirements of the city's building inspection department.
  7. The applicant shall work with the building official, fire marshal and environmental planner to ensure compliance with applicable codes.
  8. The open area to the north of the building shall not be used for any exterior storage purposes.
  9. Any future changes to the site or building will require design review by the city.

### **Citizen Comments**

Staff surveyed the owners of the 57 Maplewood and Oakdale properties within 500 feet of the site for their comments. Of the two replies, both were in favor of approval.

#### *In Favor*

1. We welcome the business of LCS Lawn Services to the 1177 Century Ave North site. We see no distraction or problems of the screen and fenced-in area for storage on the west side of the building. It is an excellent use of the building with the parking bays. (Michael and Karen Rasmussen, 2713 Maryland Avenue East)
2. As long as no chemicals go into the ground. (Joyce Adams, 181 Locust Street)

## **Reference Information**

### **Site Description**

Site size: 1.84 acres

Existing land use: Former Maplewood Fire Station

### **Surrounding Land Uses**

North: Maryland Avenue, town homes and single dwellings

South: Geranium Avenue and Yokum Oil Company

West: Single dwellings

East: Century Avenue and the West Oak Center in the City of Oakdale

### **Planning**

Land Use Plan designation: G (government)

Zoning: BC (business commercial)

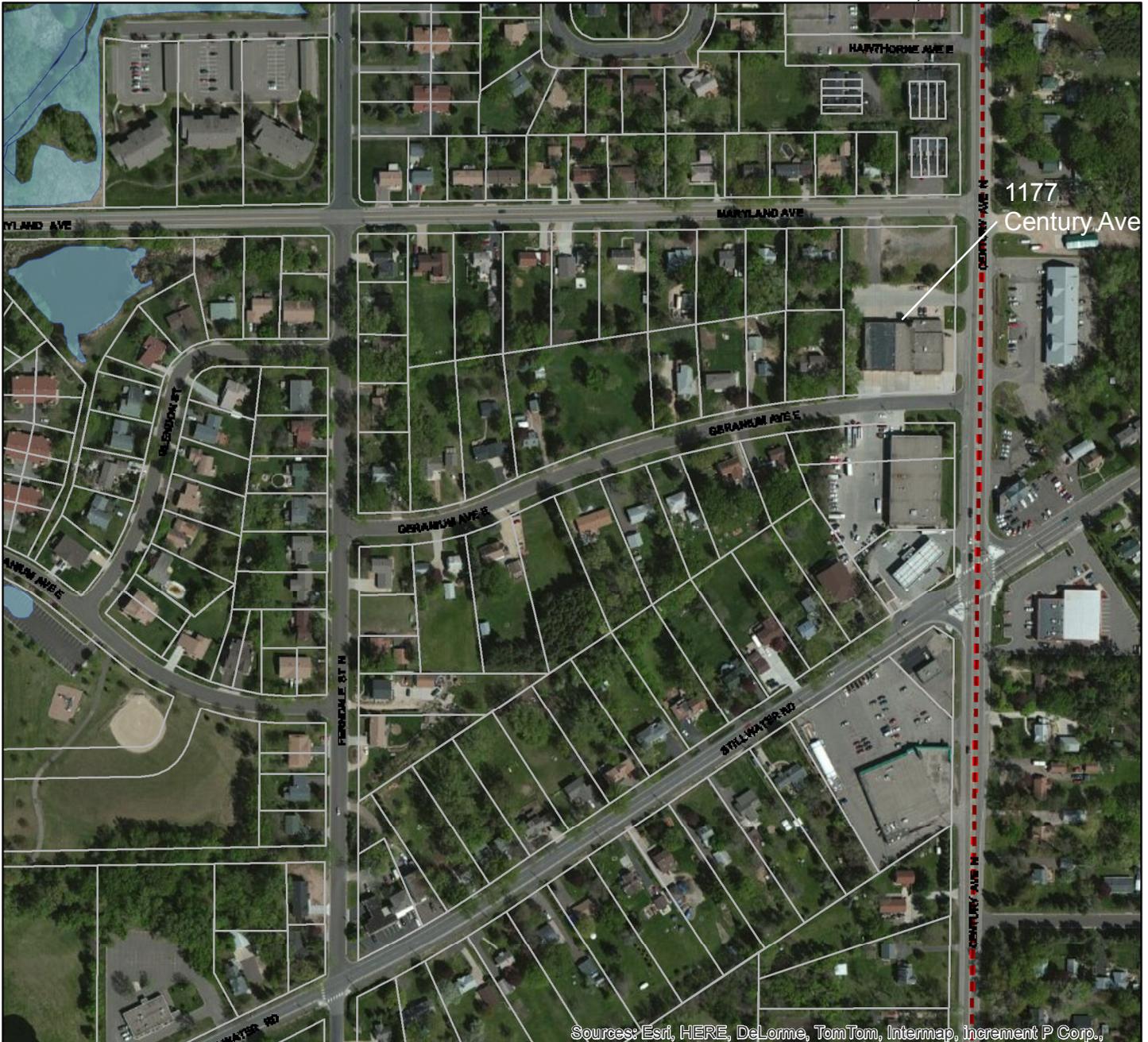
### **Application Date**

Staff deemed the application and plans complete for this proposal on July 21, 2014. State law requires that the city take action within 60 days of receiving complete applications for a proposal. City council action is required on this proposal by September 19, 2014, unless the city needs an extension.

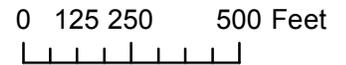
## **Attachments**

1. Aerial and Location Map
2. Land Use Map
3. Zoning Map
4. Site Map
5. Applicant Letter
6. Comprehensive Plan Amendment Resolution
7. Conditional Use Permit Resolution

P:\SEC25\Century Avenue Fire Station\Fire Station Plan Amend CUP\_CC\_082514



Sources: Esri, HERE, DeLorme, TomTom, Intermap, Increment P Corp.,



**1177 Century Avenue North -  
Comprehensive Plan Amendment and Conditional Use Permit Request**

**Aerial and Location Map**





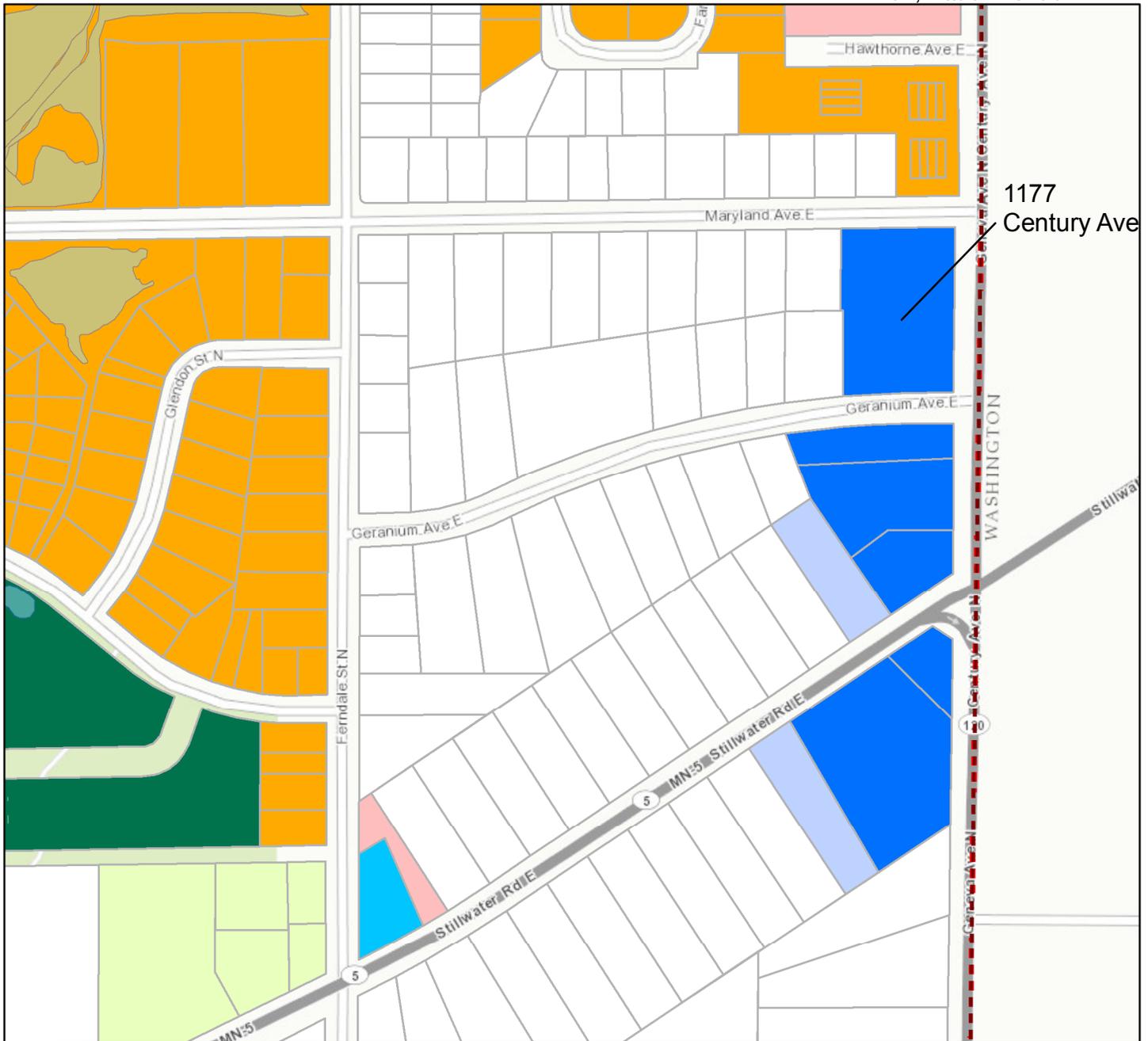
**1177 Century Avenue North -  
Comprehensive Plan Amendment and Conditional Use Permit Request**

**Future Land Use Map**

**Legend**

	Low Density Residential		Open Space
	Rural/Low Density Residential		Government
	Medium Density Residential		Mixed Use
	High Density Residential		Commercial
	Park		Industrial
	Institution		





**1177 Century Avenue North -  
Comprehensive Plan Amendment and Conditional Use Permit Request**

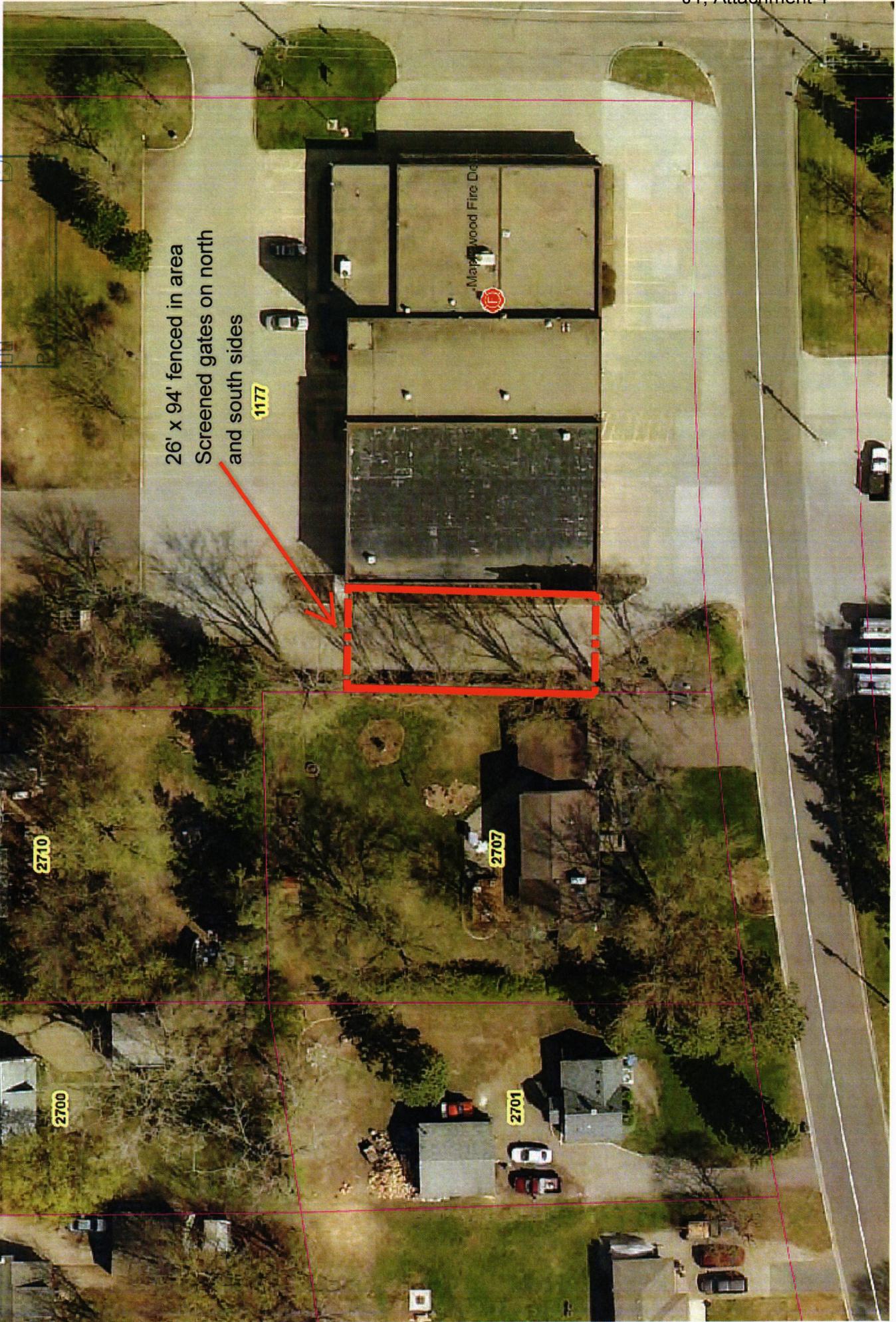
**Future Land Use Map**

**Legend**

- Open Space/Park
- Multiple Dwelling (r3)
- Farm (f)
- Planned Unit Development (pud)
- Business Commercial (bc)
- Limited Business Commercial (lbc)
- Business Commercial Modified (bcm)



RECEIVED  
JUL 21 2014



26' x 94' fenced in area  
Screened gates on north  
and south sides

1177

2710

2707

2701

2700

Conditional Use Application Description of Intent:

LCS Lawn Service Inc has been in business for 20 years. We provide lawn and tree care services as well as snow removal services to about 5000 clients in the twin cities areas. We have two locations, one in Oakdale and one in Brooklyn Park. For the last 15 we have been renting operating space form Crossroads of Oakdale. We are outgrowing our existing space and would like to move our Oakdale office and shop to the Maplewood Fire Station #1 located at 1177 Century Ave N.

We see no need to do any major changes to the exterior of the building in the near future. We will need to redesign the interior office space and make some minor changes in the shops. We would like to put up a screened in fenced area on the west side of the building. We anticipate this area to be about 26' wide and 94' long. We would also like to improve the condition of the lot on the north side so it is better suited to grow grass.

The fence in area may be used to securely store trailers and vehicles that would not be utilized on a daily basis. We may also like to be able park our standard size pickup trucks or estimate cars in the parking lot overnight on occasion.

We have already met with the adjacent property owners at 2710 Maryland and 2707 Geranium to inform them of our business and our intent to purchase the fire station. Neither neighbor had any concerns about our plans and welcomed our opportunity.

## COMPREHENSIVE PLAN AMENDMENT RESOLUTION

WHEREAS, Jeff Meyer, of LCS Lawn Service, has requested a change to the City of Maplewood's land use plan from G (government) to C (commercial) for consistency between the plan and actual use of the land.

WHEREAS, this change applies to the property located at 1177 Century Avenue North. The property identification number is:

25-29-22-11-0059

WHEREAS, the history of this change is as follows:

1. On August 19, 2014, the planning commission held a public hearing. The city staff published a hearing notice in the Maplewood Review 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 recommended that the city council approve the land use plan change.
2. On August 25, 2014 the city council discussed the land use plan change. They considered reports and recommendations from the planning commission and city staff.

NOW, THEREFORE, BE IT RESOLVED that the city council \_\_\_\_\_ the above described change for the following reasons:

1. The property is presently dormant and is proposed to be sold to and utilized by a private business which would be compatible with a land use classification of C (commercial).
2. The site is already zoned business commercial which is compatible with the land use designation of C (commercial) and the other commercial properties to the south.

This action is subject to the approval of this land use plan amendment by the Metropolitan Council.

The Maplewood City Council \_\_\_\_\_ this resolution on August 25, 2014.

## CONDITIONAL USE PERMIT RESOLUTION

WHEREAS, Jeff Meyer, of LCS Lawn Service, has applied for a conditional use permit for exterior storage within the business commercial zoning district for a lawn service business;

WHEREAS, this permit applies to the property located at 1177 Century Avenue North. The property identification number is:

25-29-22-11-0059

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

1. On August 19, 2014, the planning commission held a public hearing. The city staff published a hearing notice in the Maplewood Review 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 recommended that the city council approve the conditional use permit.
2. On August 25, 2014 the city council discussed the conditional use permit. They considered reports and recommendations from the planning commission and city staff.

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

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and this Code.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.
4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
5. The use would not exceed the design standards of any affected street.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.

9. The use would cause no more than minimal adverse environmental effects.

Approval is subject to the following conditions:

1. All exterior storage must be contained to the area indicated by the site plan, date-stamped July 21, 2014. Staff may approve minor changes.
2. The city council shall review this permit in one year.
3. 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.
4. The proposed fence must be 100 percent opaque and be built with either cedar boards or a maintenance-free vinyl material.
5. Broken or knocked down fence portions shall be repaired.
6. Comply with the building permit requirements of the city's building inspection department.
7. The applicant shall work with the building official, fire marshal and environmental planner to ensure compliance with applicable codes.
8. The open area to the north of the building shall not be used for any exterior storage purposes.
9. Any future changes to the site or building will require design review by the city.

The Maplewood City Council \_\_\_\_\_ this resolution on August 25, 2014.

**MEMORANDUM**

**TO:** Interim City Manager Melinda Coleman  
**FROM:** Paul P. Schnell, Chief of Police  
**DATE:** August 20, 2014  
**SUBJECT:** Approval of Agreement with Zuercher Technologies for a Police Records Management System

**Introduction**

The City of Maplewood Police Department requests that the City Manager and Police Chief be authorized to enter into agreement with Zuercher Technologies for the purchase of a police records management system. It is requested that the authorization allows the City Manager to enter into a purchase agreement that will not exceed \$235,324.00.

**Background**

The Maplewood Police Department currently purchases records management system (RMS) services from the St. Paul Police Department and has for the past 6 years. The St. Paul system is end of life and will not be used beginning in January 2015. The Maplewood Police Department is cooperating with the Ramsey County Sheriff's Office and all other county law enforcement agencies in looking for a new, single platform records system that will interface with the new Ramsey County CAD and Mobile system. An RFP was issued and the Sheriff's Office and several participating suburban law enforcement agencies along with St. Paul Police Department participated in the system selection process, which began in April 2014. Zuercher Technologies was selected as the preferred vendor.

It is important to note that the department will be REQUIRED to obtain a new records solution as access to the current St. Paul system will end in early 2015. The benefits to a joint system are improved information sharing, case coordination, and reduced and/or shared purchase cost. The new system will bring nearly all these divergent systems currently used into a single system platform.

We have been working closely with Sheriff Bostrom and the cities of New Brighton, and Mounds View to make immediate acquisition possible. Specifically, we have identified a means of meeting the contractual down payment without expenditure of unbudgeted funds in 2014. In addition, Finance Director Bauman and I have been exploring low interest financing options to minimize financial impact of this large capital purchase. Given that a significant percentage of our current records system operational costs (paid through contract to St. Paul Police Department) will end in January 2015, much of the contract service costs would be utilized for payment of the financing over a 3 to 5 year term. For instance, Finance Director Bauman found one government financing source offering short-term interests rates of less than 2%.

**Budget Impact**

Maplewood's contribution toward the purchase of county-based system is part of the Capital Improvement budget. We, along with our law enforcement partners countywide, continue to explore alternative mechanisms for financing the new law enforcement records management system.

**Recommendation**

It is recommended that the City Council authorize the City Manager to finalize and execute the police records management system purchase agreement between the City of Maplewood and Zuercher Technologies not to exceed \$235,324.00.

**Attachments**

1. Zuercher Purchase Agreement

# ZUERCHER

AGREEMENT made this \_\_\_ day of \_\_\_\_\_ 2014 by and between Maplewood Police Department (the “Customer”), having its principle place of business at 1830 County Road B. E., Maplewood, Minnesota and Zuercher Technologies LLC (“Zuercher”), having its principal place of business at 5121 South Solberg Avenue, Suite 150, Sioux Falls, South Dakota.

## SOFTWARE LICENSE AND SERVICE AGREEMENT TERMS AND CONDITIONS

### 1. Definitions

**Documentation.** All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to the Customer by Zuercher.

**Hardware.** All hardware, equipment, and other tangible non-Software items supplied to the Customer by Zuercher under this Agreement.

**Production.** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

**Software.** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by Zuercher and set forth or identified in Addendum B or subsequently licensed to the Customer. Software specifically excludes any Third Party Software.

**Server Hardware.** All hardware, equipment, and other tangible non-Software items supplied to the Customer by Zuercher under this Agreement listed as “Server Hardware” in Addendum B.

**Services.** All project management, training, data conversion, and other services to be provided by Zuercher under this Agreement.

**System.** The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by Zuercher under this Agreement.

**Third Party Software.** Any software to be supplied by Zuercher under this agreement that is purchased or licensed from any source external to Zuercher for use with or integration into the System.

# ZUERCHER

## 2. License

### 2.1 Grant of the License

Subject to the terms and conditions set forth herein, Zuercher hereby grants to the Customer, and the Customer accepts, a limited, non-transferable and non-exclusive license to use the Software only for the Customer's own business purposes.

### 2.2 Copies and Modifications

Unless otherwise agreed to in writing by Zuercher, no identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by the Customer. The Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. Zuercher shall not be responsible in any way for Software performance if the Software has been modified, except as modified by Zuercher.

### 2.3 Restrictions on Usage

The Customer shall not allow any party, other than Zuercher, to perform "write" operations directly to or on the server or database (such as by using an ODBC driver).

The Customer shall not access through direct logon any Server Hardware or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

## 3. Delivery, Fees, and Payments

### 3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. Zuercher shall initially deliver and install copies of the Software as set forth in Addendum B. Except as stated in Addendum D, Zuercher shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

### 3.2 Delivery of Hardware to Customer

Zuercher shall ship Hardware to the Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated herein. It shall be the Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by Zuercher, but necessary to accommodate equipment before, during, and/or after installation.

### 3.3 Delivery of Services to Customer

Zuercher will provide Services as set forth in Addendum A.

# ZUERCHER

## **3.4 Fees**

Upon execution of the Agreement, the Customer shall pay Zuercher the fees on the due dates set forth in Addendum C.

## **3.5 Payment**

The Customer shall pay invoices received from Zuercher by the date due according to the terms of this Agreement. If the Customer fails to pay any amount due within thirty (30) days of invoice date, the Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of the Zuercher's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

## **3.6 System Acceptance**

The Customer acknowledges that the System shall be deemed accepted on the date of notification of System completion by Zuercher, unless the Customer notifies Zuercher in writing within fifteen (15) days after delivery thereof of any material non-conformity in the Software as compared with the Documentation, or of any failure to deliver Hardware or Services. In the event that the Customer does so notify Zuercher, Zuercher shall promptly begin to use its reasonable efforts to correct any non-conformity and will again send notification in writing that the installation is complete. System Acceptance will be dated at the new notification. System Acceptance shall also be acknowledged by putting the System into Production.

## **3.7 System Acceptance Following a Notification of Non-Conformity**

The Customer acknowledges that the System shall be deemed accepted on the date of new notification of System Acceptance by Zuercher, unless the Customer notifies Zuercher in writing within ten (10) days after delivery thereof of any continued non-conformity or failure of the items listed in the initial notification of non-conformity. In the event that the Customer does so notify Zuercher, Zuercher shall promptly begin to use its reasonable efforts to correct any non-conformity and will again send notification in writing that the installation is complete.

## **4. Other Rights and Obligations**

### **4.1 Proprietary Rights**

Zuercher represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. Zuercher retains title to the Software and any other deliverables hereunder, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. The Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or in any other deliverables hereunder, which shall be confidential information of Zuercher and the sole and exclusive property of Zuercher. Zuercher hereby expressly reserves any right not expressly



granted to the Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by the Customer.

#### **4.2 Trademarks and Trade Names**

Any and all trademarks and trade names, which Zuercher uses in connection with the License granted hereunder, are and shall remain the exclusive property of Zuercher. Nothing contained in this Agreement shall be deemed to give the Customer any right, title or interest in any trademark or trade name of Zuercher.

#### **4.3 Confidentiality**

Except as otherwise provided in this Agreement, the Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software to others. The Customer shall use its reasonable best efforts to cooperate with and assist Zuercher in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein.

#### **4.4 Termination for Breach**

Zuercher may immediately terminate this Agreement, including all license rights granted herein, in the event the Customer breaches any of its material confidentiality obligations regarding the Software.

#### **4.5 Non-Confidential Information**

Confidentiality obligations of the parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

#### **4.6 Disclaimer of Warranty**

The warranty set forth in Addendum D is a limited warranty and it is the only warranty made by Zuercher. Zuercher expressly disclaims, and the Customer hereby expressly waives, all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Zuercher's limited warranty is in lieu of all liabilities or obligations of Zuercher for damages arising out of or in connection with the delivery of the

# ZUERCHER

System. Except for the limited warranty in Addendum D, the entire risk as to the quality and performance of the System is with the Customer.

## 4.7 Legal Relationship

It is expressly understood by the Customer and Zuercher that Zuercher shall not be construed to be, and is not, an employee of the Customer. Zuercher shall provide services to the Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. Zuercher further acknowledges that he/she is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

## 4.8 Insurance Provision

Zuercher, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- **Commercial General Liability Insurance** - Zuercher shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- **Professional Liability Insurance or Miscellaneous Professional Liability Insurance** - Zuercher agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.
- **Business Automobile Liability Insurance** - Zuercher shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$200,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At the Customer's request, Zuercher shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the Customer.

## 5. Limitation of Liability

The aggregate liability of Zuercher for any reason and upon any cause of action of claim, including, without limitation, Zuercher's obligation to indemnify and hold harmless under this agreement, shall be limited to the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts.



## 6. Termination

### 6.1 By Zuercher for Cause

In addition to various other express rights of Zuercher to terminate this Agreement set forth herein, Zuercher shall also have the right to terminate this Agreement immediately and cancel any unfulfilled portion of it by written notice to the Customer if: (i) the Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of the Customer, or (ii) if the Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of Zuercher's proprietary rights hereunder. Zuercher shall have the rights to terminate this Agreement upon thirty (30) days prior notice upon any breach of any other material provision of this Agreement by the Customer. The termination of this Agreement shall automatically terminate and extinguish the License.

Zuercher may exercise any rights available to it under South Dakota law to terminate for cause upon the failure of the Customer to comply with the terms and conditions of this Agreement; provided that Zuercher shall give the Customer written notice specifying the Customer's failure and a reasonable opportunity for the Customer to cure the defect.

Zuercher may also immediately terminate this Agreement if additional "SOFTWARE LICENSE AND SERVICE AGREEMENT TERMS AND CONDITIONS" agreement is not in full force and effect between Zuercher and the Ramsey County Sheriff's Office. If termination of this Agreement occurs for this reason, Zuercher will work in good faith with the Customer to develop and negotiate a new contract.

### 6.2 By Customer for Cause

The Customer may terminate this Agreement for cause based upon the failure of Zuercher to comply with the terms and/or conditions of the Agreement; provided that the Customer shall give Zuercher written notice specifying Zuercher's failure. If within thirty (30) days after receipt of such notice, Zuercher shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Customer may, at its option, place Zuercher in default and the Agreement shall terminate on the date specified in such notice.

### 6.3 Termination without Cause

After the fifth anniversary of the System going into Production, this Agreement may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

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## 6.4 Post-Termination Obligations

All provisions hereof relating to Zuercher's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per Addendum C for work completed prior to termination shall still be paid by the Customer.

## 7. Miscellaneous

### 7.1 Entire Agreement

This agreement, and any addenda specifically incorporated therein by reference, constitutes the entire agreement between the parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.

### 7.2 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to cause beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

### 7.3 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of South Dakota, without giving effect to the principles of conflict of law of such state or international treaties.

### 7.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their permitted successors in interest and permitted assigns. The Customer may not assign, without the prior written consent of Zuercher, which consent shall not be unreasonably withheld, the Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

### 7.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth on the first page hereof.

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## **7.6 Survival**

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure or to payment of fees by the Customer shall survive the termination of this Agreement.

## **7.7 No Waiver**

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

## **7.8 Enforceability**

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

## **7.9 Remedies**

Unless otherwise specified herein, the rights and remedies of both Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

## **7.10 Headings**

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

## **7.11 No Third Party Beneficiaries**

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement or any part of specific provision of this Agreement.

## **7.12 Limitation of Actions**

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either party's breach of its confidentiality or non-disclosure obligations herein or the Customer's violation of Zuercher's proprietary rights in the Software or any other software owned or licensed by Zuercher.

## **7.13 Taxes**

The Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against Zuercher. The Customer shall reimburse Zuercher for the amount of any such taxes or duties paid or accrued directly by Zuercher as a result of this transaction. If the Customer is a tax-exempt organization,



the Customer will provide Zuercher with documentation required by the taxing authority to support such exemption.

#### **7.14 Non-Discrimination**

Zuercher agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Zuercher agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Zuercher agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Zuercher, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

#### **7.15 Change Orders**

Change orders and out-of-scope work will be defined by written agreement.

## **8. Customer Responsibilities**

### **8.1 Project Management**

The Customer shall provide one primary Project Manager to be the main point of contact for Zuercher. The designated Project Manager will be responsible for managing and coordinating the Customer's resources to complete assigned project tasks and activities. The Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator and / or Hardware Project Manager, and ensuring that tasks assigned to these individuals are completed.

The Project Manager will be responsible for:

- Providing the main point of contact for communicating and scheduling project milestones.
- Escalating issues to the Zuercher project manager.
- Eliminating roadblocks for completing project on schedule.
- Identifying appropriate individuals to include in meetings and to assign to tasks.
- Ensuring tasks are completed in a timely manner.
- Gathering necessary configuration settings and assisting with system configuration.
- Working with the necessary individuals to pull data for conversion activities.
- Assisting the project team in identifying the mapping of conversion data.

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- Organizing training schedules, training rooms, and training equipment.
- Working in conjunction with project team in data conversion validation and overall system functionality testing based on details located in the Configuration Management Document (CMD).
- Working with the necessary individuals to setup and ensure that data security settings are appropriately defined within the software.
- Assisting in ordering and procuring equipment, if necessary.
- Signing of various project documents and ensuring signoff documents and deliverables are provided to Zuercher project manager in a timely manner.
- Speaking for the Customer from a project perspective.

The Project Manager will also be responsible for sign-offs of various project documents and will have the authority to speak for Customer from a project perspective. A single, dedicated Project Manager will be assigned to manage the project for all Agencies included in this installation.

Customer's dedicated Project Manager: \_\_\_\_\_

## 8.2 System Configuration

The Customer shall make available appropriate subject matter experts to perform System configuration tasks as assigned.

## 8.3 Data Conversion

The Customer shall provide data for conversion in one of the following compatible formats:

MS SQL .bak files with database version and credential information, MySQL .dump or .sql files with database version and credential information, PostgreSQL .sql files with database version and credential information, MS Access 2003 or newer .mdb files, CSV files with column headers and relationship mapping documentation, or Oracle Version 10g or Newer backup files.

## 8.4 Additional Components

Other components (hardware and/or software) may be desired for use with the System. Zuercher assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

## 8.5 Third Party Costs

Except as expressly agreed herein, Zuercher assumes no responsibility for any third party costs related to implementation of the System. This includes, but is not limited to, any third party costs associated with the implementation of Interfaces.



The Customer has read and agrees to all of the attached and incorporated terms and conditions.

***Maplewood Police Department***

Nora Slawik  
Mayor

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Melinda Coleman  
Interim City Manager

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Gayle Bauman  
Finance Director

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Paul Schnell  
Police Chief

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

H. Alan Kantrud  
City Attorney

\_\_\_\_\_  
*Signature (Approved as to Form)*

\_\_\_\_\_  
*Date*

***Zuercher Technologies LLC***

Michael Zuercher  
President

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

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## Addendum A – Statement of Work

Zuercher will provide Software, Hardware, and Services, substantially similar to those outlined below, in the quantities specified in Addendum B.

### 1. Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

#### Zuercher Suite Base

- Operating software
- Database software
- Core Zuercher Suite application software
  - Master name records
  - Address records
  - Vehicle records
  - Configurable dashboard
  - Web address links
  - Authentication

#### Records

- Configurable workflows
- Automatic case notifications
- Immediate access for related records
- Supervisor reviews
- Unlimited case report types such as:
  - Investigations
  - Juvenile
  - Narcotics
- Security trimming for report types
- Full audit trail
- Digital evidence linking
- UCR compliant
- Alerts on warrants, sex offenders
- No duplicate data entry
- Property/evidence management
- Custom forms

#### Administration

- Shift logs
- Employee files
- Commendations and disciplinary actions
- Training logs
- Policy manual
- Inventory management
- Fleet management
- Equipment assignments
- Secure intra-agency messaging
- Citizen feedback
- Custom forms

#### Mobile Records

- Cases
- Warrants
- Access to master name files (including mug shots)
- Alerts tied to master name files

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- Field-based reporting

## Tablet/Mobile E-Citation

- Off-line operation
- Driver's license scan and parse
- Automated NCIC DL query
- Ticket prefill from NCIC return
- Paper ticket generation and printing
- Records case report association

## Tablet/Mobile Crash/Accident Report

- Driver's license and vehicle registration scan and parse
- Automated NCIC DL and vehicle registration queries
- Accident report prefill from NCIC return
- Diagramming (via Easy Street Draw)
- Paper accident report generation and printing
- Records case report association

## Tablet Property & Evidence

- Integration with Zuercher Suite
- Property management scanning
- Workflow management and routing
- Manage/track chain of custody

## Reporting

- Pre-made reports
- Custom reports
- Ad-hoc queries
- Export to PDF, Excel, XML, TXT
- Report builder
- Custom data filters
- Statistical analysis
- Scheduled reports
- COMSTAT compatible
- Email reports

## 1.1. Interfaces

All costs related to Zuercher's implementation of the following interfaces is represented in Addendum B. Any third party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of the Customer.

Any interfaces that cannot be deployed as part of System go-live due to the Customer or a third-party vendor not being ready for deployment shall not delay System Acceptance.

### TriTech CAD Interface – CAD Data Import to Records

Zuercher will receive TriTech's CAD incident data for the Customer that will be used to populate the appropriate CAD tables in Zuercher Suite. That data will be used to create Case Reports in Records associated with the TriTech CAD incidents. The agency will identify the data

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from TriTech CAD for import into Records, which will include incident location, disposition, date, time, incident code, assigned unit times, primary officer, names and vehicle data. This information, along with case number, will be sent from TriTech CAD to populate the appropriate incident report fields in Records.

This interface and its functionality is dependent upon TriTech's ability to provide the necessary data from CAD, their ability to generate and supply records with requested case numbers, and their ability to consume the Zuercher RESTful interface.

## **CIBRS Interface**

This interface will allow the Customer to submit incident data from Zuercher Suite to the CIBRS Web Service as outlined in the MN CIBRS system documentation. Zuercher will provide the agency with the BCA submission endpoint URL, and route-to URI. The agency is responsible for contacting the BCA with their CIBRS membership request, and procuring documentation to configure the CIBRS connection within Zuercher Suite.

## **Crime Reporting (CJRS) Interface**

This interface will allow the Customer to submit arrests, incidents, stolen property, and recovered property in the format accepted by the MN CJRS system.

## **Criminal Justice Statute Service (MNCJSS) Interface**

This is a two-way interface between ledsSuite and the MN Criminal Justice Statute Service (MNCJSS). Zuercher Suite will call the MNCJSS web service to update and validate statute citations and statute IDs from the MNCJSS. Zuercher Suite will retrieve current statute information and automatically update changes from the MNCJSS web service. Zuercher Suite will use approved XML per MNCJSS's WSDL to call the necessary web service functions.

## **N-DEx Adapter (IA IEPD)**

This is an interface that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. Zuercher Suite transmits data to the N-DEx web service via Zuercher's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

## **MN Zuercher Connect Interface**

This is a one-way interface from Zuercher Suite to the Zuercher Connect state data sharing system. Connect RDS allows agencies to share N-DEx information such as incident, arrest, and booking records from Zuercher Suite with other agencies. This interface also provides a link on a Zuercher Suite name card to search Zuercher Connect for any shared statewide involvements.

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## **e-Charging Interface**

This is a two-way interface between Zuercher Suite and the BCA e-Charging Incident Report Service. Zuercher Suite will submit incident report and citation data as XML to the BCA's web service, to be consumed by either law enforcement, prosecutors or courts. Data and message responses will come back to Zuercher Suite via the BCA web service. Zuercher will conform to the BCA's "Incident Referral Specification.doc" and "Citation Specification.doc" for transmissions to and from the BCA's web service. The BCA e-Charging system will then forward the necessary information on to the MNCIS system.

## **Judicial Branch Interface (MNCIS/Odyssey)**

This is a one-way interface between Zuercher Suite and the Minnesota Court Information System (MNCIS). When MNCIS issues an active warrant, updates a warrant as inactive, or modifies a warrant, they will send a notification message to their SOAP-based Case Notification Service. Zuercher will receive the notification from the Case Notification service of the new or updated warrant information, and create or update the warrant information in Zuercher Suite. Zuercher notifications will be based on the MNCIS Case Notification Service v3.5 schema. The MNCIS Services and Odyssey software are maintained by Tyler Technologies.

## **Data Import Interface (iCrimeFighter)**

This is a one-way interface between Records and iCrimeFighter. Digital case attachments created via the iCrimeFighter application will be imported and attached to case reports in Records. Zuercher will connect to a RESTful web service provided by iCrimeFighter to retrieve and import case data and attachments to the corresponding case reports in Records.

## **NCIC Interface (Basic Query and Criminal History Package)**

This is a two-way interface between Zuercher Suite and the BCA message switch. The Customer will provide a network connection and necessary authentication information. The following queries are supported: DQ, QDP, QMW, RQ, BQ, QA, QBOT, QG, QSNO, SQ, QH, QHM, QHN, QPGC, QR, QRM, QRN, QOH, QOR, QWI, Driver History, and Image.

## **Zuercher Suite - Time Synchronization Interface**

This is a one-way interface that uses NTP to keep all Zuercher Servers' clocks in sync.

## **2. Hardware**

### **Server Hardware**

The System will run on the Server Hardware provided by Ramsey County Sheriff's Office and Server Hardware will be installed at Ramsey County Sheriff's Office. No servers are included as part of this contract.



## Equipment

### **Records - Electronic Signature Pad (Topaz)**

This contract will provide for one (2) electronic signature pad packages that will include one (1) SignatureGem LCD 1x5 pads with attached pen and one (1) USB cord.

### **Tablet – iPad Package for Field Based Reporting**

This contract will provide for five (5) field based reporting iPad and Scanner packages that will include one (1) iPad with Wi-Fi only and 16 GB of memory, one (1) Otterbox case, one (1) utility latch, and one (1) socket mobile scanner for 1D/2D scanning.

### **Tablet – iPad Package for Property & Evidence**

This contract will provide for four (4) property and evidence iPad and Scanner packages that will include one (1) iPad with Wi-Fi only and 16 GB of memory, one (1) Otterbox case, one (1) utility latch, and one (1) socket mobile scanner for 1D scanning.

## 3. Services

### **Project Management**

From the start of the project, a Zuercher project manager will work with the agency as the single point of contact for implementation of the Zuercher Suite system. The project manager will develop and manage the implementation schedule and will coordinate with the agency and Zuercher to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide the agency with status reports.

The project team, under the direction of the project manager, will visit pertinent areas of the agency and will meet with key agency personnel to understand the agency's operational needs and business rules. Team members will observe the agency's daily operations first-hand and use that information to identify how the Zuercher Suite system would best be configured to match and enhance the agency's workflows. The project team will train system administrators on configuration options and code table setup.

Members of the Customer's build team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with Zuercher on configuration and project activities.

### **Implementation Process Overview**

Zuercher uses a multi-phase approach to ensure a successful implementation for each client agency. Trained and experienced members of the Zuercher implementation team move through the process with agencies to ensure successful outcomes. Timelines will be discussed with the Zuercher project manager and will be mutually agreed upon as part of the CMD Approval process to ensure a successful go live.

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- **Kickoff Meeting** - Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement work, server installations and scheduling the Business Practice Review (BPR).
- **Business Practice Review** - During this meeting, the project implementation team works with the agency's project team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed, and the project implementation team discusses and documents in the CMD how the software currently meets those needs or how Zuercher plans to develop additional functionality to fulfill them.
- **CMD Approval** - After the CMD is composed, the project implementation team reviews it with the agency's project team to ensure that all aspects of the initial proposal have been satisfied.
- **Configuration, Conversion and Enhancement** - After the CMD is approved and signed, work begins on the steps outlined in it, including the necessary configuration, coding and data conversions.
- **Final System Admin Training** - Once all of the items in the CMD have been completed, trainers from Zuercher spend a final session with the agency's project team to review any questions or concerns.
- **End User Training** - Zuercher offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.
- **Go-Live** - Zuercher provides on-site support the day that the new system goes live. Any questions that arise are addressed immediately by the on-site team, ensuring that the first day(s) using the new system goes smoothly.
- **System Acceptance** - The agency uses all aspects of the system to ensure that the system meets the required functionality. After system acceptance, the Support Center becomes the point of contact for questions and concerns; however, the project implementation team continues to be available throughout the transition.

## Training

Zuercher staff will provide for up to thirty-one (31) person-days of onsite or remote training that will be provided jointly with the Ramsey County Sheriff's Office:

- **System Admin** - The first portion of training will be performed by the project team. Team members will guide the system administrators in configuring the Zuercher Suite

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system, setting up and maintaining code tables, managing users and user rights, among other options.

- **End User Training** – Trainers will conduct detailed courses for each of the agency’s user groups (such as dispatchers or officers). These courses will focus on the features of the Zuercher Suite system that are pertinent to each of these groups in their roles within the agency. As a result, the content of each course is tailored to the features and functionality which that group needs to know and use.
- **Go Live Support** - Zuercher staff will be on site at the agency for go-live. Project managers and/or trainers will assist users with questions which arise during this process and reinforce skills learned during the training sessions.

Training will be scheduled and coordinate between the Customer and the Zuercher project manager within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be configured and provided by the Agency based on the following:

- **Resources for the Trainer**
  - One (1) computer with a network connection.
  - Most recent Zuercher Suite version installed and tested (includes login).
  - Two (2) projectors and two (2) screens set up and tested.
  - One (1) podium or desk for trainer.
- **Resources for the Trainees**
  - Five (5) to ten (10) computers with network connections (two (2) monitors required, three (3) monitors are suggested).
  - One (1) supervisor will attend every class to address policy questions.
  - Ten (10) trainees in each class (no more than two people per workstation).
  - Most recent Zuercher Suite version installed and tested (includes login).
  - All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested.

## Data Conversion

The Zuercher project manager will work with the Customer to review and identify the data that is important to convert. The Zuercher project manager will also monitor the process to ensure timely completion.



The data conversion analyst will work with the Customer to:

- Coordinate with the agency to obtain copies of conversion data and screen shots.
- Identify how the legacy data is formatted, linked, and organized.
- Develop scripts to load legacy data into conversion tool and into Zuercher Suite.
- Guide the agency through verification of the converted data.

The following data will be converted post-go live and will not be required for system acceptance:

- Records data will be converted into the Zuercher Records module from the Saint Paul Police Department's proprietary records database.
- Property and Evidence data will be converted into the Zuercher Records module from the Saint Paul Police Department's proprietary records database.

Data not contained in system listed above will not be converted. Code tables, data mapping, and other system configuration will be required by the Customer with the assistance of a Zuercher training specialist. Code tables will not be part of the converted data.



## Addendum B – Pricing Detail

The following is a complete pricing breakdown for the System to be deployed for the Customer. The amount due to Zuercher by the Customer is as listed in Addendum C.

Software and Servers	Unit	Qty	Price	Total
Zuercher Suite Production Server Upgrade		1	Included	Included
Zuercher Suite Training/Testing Server Upgrade		1	Included	Included
Zuercher Suite Warm Standby Server Upgrade		1	Included	Included
Zuercher Suite Production NCIC Server Upgrade		1	Included	Included
Administration Server License		1	\$ 10,000	\$ 10,000
Mobile Accident Reporting Client License (includes Easy Street Draw)	Per Unit	30	\$ 550	\$ 16,500
Mobile eCitations Client License	Per Unit	30	\$ 350	\$ 10,500
Mobile NCIC Client License	Per Unit	30	Included	Included
Mobile Records Client License	Per Unit	30	\$ 950	\$ 28,500
Records Additional Agency Server License		1	\$ 12,000	\$ 12,000
Records Accident Reporting Server License (includes one form)		1	\$ 10,000	\$ 10,000
Records eCitations Server License (includes one form)		1	\$ 22,500	\$ 22,500
Records - CAD Interface (Import)		1	\$ 12,500	\$ 12,500
Records - MN BCA CIBRS Interface		1	Included	Included
Records - MN CJSS Interface		1	Included	Included
Records - MN Zuercher Connect Interface		1	Included	Included
Records - MN Crime Reporting (CJRS) Interface		1	Included	Included
Records - MN e-Charging Interface		1	Included	Included
Records - MN Judicial Branch (Odyssey) Interface		1	Included	Included
Records - N-DEx Adapter (IA IEPD)		1	Included	Included
Records - Data Import Interface		1	\$ 5,000	\$ 5,000
Reporting Server License		1	Included	Included
Reporting Universal Interface Engine		1	Included	Included

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Zuercher Suite - Additional Agency NCIC Interface (Basic Query Package)		1	\$ 6,500	\$ 6,500
Zuercher Suite - NCIC Interface (Criminal History Package)		1	\$ 2,500	\$ 2,500
Zuercher Suite - Time Synchronization Interface		1	Included	Included
Tablet Server License	Per Agency	1	\$ 8,500	\$ 8,500
Tablet FBR Client License	Per Unit	5	\$ 450	\$ 2,250
Tablet Property and Evidence Client License	Per Unit	4	\$ 450	\$ 1,800
Tablet Accident Reporting Client License	Per Unit	5	\$ 550	\$ 2,750
Tablet eCitations Client License	Per Unit	5	\$ 350	\$ 1,750
<b>Software and Servers Total</b>				<b>\$ 153,550</b>
<b>Peripheral Hardware</b>		<b>Qty</b>	<b>Price</b>	<b>Total</b>
Records - Electronic Signature Pad (Topaz)		2	\$ 495	\$ 990
Tablet - iPad Package for Field Based Reporting (1D/2D scanner and Otterbox)		5	\$ 1,395	\$ 6,975
Tablet - iPad Package for Property and Evidence (1D scanner and Otterbox)		4	\$ 1,095	\$ 4,380
<b>Peripheral Hardware Total</b>				<b>\$ 12,345</b>
<b>Services</b>		<b>Qty</b>	<b>Price</b>	<b>Total</b>
Dedicated Project Manager (includes travel)	Per Project	1	\$ 12,284	\$ 12,284
System Admin Training and Configuration (on-site, includes travel)	Per Day	8	\$ 1,295	\$ 10,360
System Admin Training and Configuration (remote)	Per Day	2	\$ 795	\$ 1,590
Training (on-site, includes travel)	Per Day	12	\$ 1,295	\$ 15,540
Training (remote)	Per Day	4	\$ 795	\$ 3,180
Go-live Support (on-site, includes travel)	Per Day	5	\$ 1,295	\$ 6,475
Data Conversion (Property & Evidence)	Per Module	1	\$ 7,500	\$ 7,500
Data Conversion (RMS - Case Reports, Master Name, etc.)	Per Module	1	\$ 12,500	\$ 12,500

# ZUERCHER

Services Total				\$ 69,429
<b>TOTALS</b>				<b>Total</b>
Software and Servers Total				\$ 153,550
Peripheral Hardware Total				\$ 12,345
Services Total				\$ 69,429
<b>TOTAL</b>				<b>\$ 235,324</b>
Maintenance Base Rate				\$ 36,308

These amounts do not include any taxes.



## Addendum C – Payment Schedule

The amounts due under this contract are as follows:

<b>Milestone</b>	<b>Percentage</b>	<b>Total</b>
Upon contract execution	50%	\$ 117,662.00
Upon delivery of the initial draft of the Configuration Management Document (CMD)	20%	\$ 47,064.80
Upon Initial Go Live	20%	\$ 47,064.80
Upon System Acceptance	10%	\$ 23,532.40
<b>TOTAL</b>	<b>100%</b>	<b>\$ 235,324.00</b>

Commencing one year after the System is initially put into Production, an annual maintenance fee of \$36,308 will be due. Thereafter, the amount due will increase in an amount not to exceed 5% the following years.

These amounts do not include any taxes.

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## Addendum D - Maintenance Agreement

### 1. Warranties

#### 1.1 Software Warranties

Zuercher warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement and (ii) while the Maintenance Agreement is in effect and has not been terminated or expired the operation of the Software shall not have material non-conformities, provided that no party has altered any portion of the Software, that the Software are operated on the Equipment and in the Operation Environment necessary to operate the Software, and that any non-conformities are not caused by products or services from Zuercher's suppliers or any other third party. Zuercher's sole obligation or liability under the Warranty shall be to use reasonable efforts to correct the Software, in a reasonable time, to perform in accordance with Addendum A, upon written notice of its failure to so perform from the Customer. In the event Zuercher fails to remedy material defects in the Software under this Warranty, the Customer's sole remedy and Zuercher's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains a Material Defect.

#### 1.2 Hardware and Third Party Software Warranties

Zuercher warrants that, at the time of delivery, the Hardware will be new and unused. In addition, Zuercher warrants that the Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third Party Software warranties provided by the manufacturer will be passed through to the Customer. Zuercher will be solely responsible for processing and managing of all Hardware and Third Party Software warranty claims that may be necessary during the term of this Agreement.

### 2. Software Updates

While this Agreement has not expired, Zuercher will maintain the Software by providing software updates and enhancements to the Customer. All software updates provided to the Customer by Zuercher pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

Updates do not include:

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1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

At a time mutually acceptable to both parties, Zuercher will install software updates remotely.

## 3. Support

Zuercher shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

## 4. Hardware Maintenance

Zuercher will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

## 5. Customer Responsibilities

### 5.1 Access to Premises

The Customer shall provide Zuercher with reasonable and timely access to the sites and personnel necessary for Zuercher to perform its obligations under this Agreement.

### 5.2 Zuercher Server Access

The Customer will ensure that all Zuercher Suite servers are network accessible to Zuercher at all times via SSH.

### 5.3 System Administrator

The Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between the Customer and Zuercher. At least one System Administrator must be available at all times. The Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

### 5.4 Security

The Customer is responsible for providing all network and physical security.

### 5.5 System Updates

The Customer shall work in good faith to allow Zuercher to install System updates as requested by Zuercher.

**MEMORANDUM**

**TO:** Melinda Coleman, Interim City Manager  
**FROM:** Karen Guilfoile, City Clerk  
**DATE:** August 20, 2014  
**SUBJECT:** Approval of an On-Sale Intoxicating Liquor License for Jammin' Wings LLC, 1900 Conty Road D E

**Introduction**

Kristy and Wayne Brown, owners of Jammin' Wings, LLC have submitted an application for an on-sale intoxicating liquor license at 1900 County Road D E.

**Background**

For the purposes of this license application, a background investigation was conducted on both Kristy and Wayne Brown. Nothing has been indentified that would prohibit the issuance of this license.

City staff will be making periodic onsite visits to ensure compliance to eliminate the sale of alcoholic beverages to underage persons, and compliance with the City's code of ordinances. In addition, the applicants have received a copy of the City Code and have familiarized themselves with the provisions contained within it.

**Budget Impact**

None

**Recommendation**

It is recommended that the Council approve an On-Sale Intoxicating Liquor License for Jammin' Wings LLC, 1900 Conty Road D E

**Attachments**

None

## MEMORANDUM

**TO:** Melinda Coleman, Interim City Manager

**FROM:** DuWayne Konewko, Parks and Recreation Director  
Michael Thompson, Public Works Director

**DATE:** August 18, 2014

**SUBJECT:** Approval of Bid Awarding Contract for the Replacement of the HVAC/Dehumidifier Unit at the Maplewood Community Center

### **Introduction**

The council will consider awarding a contract to Cool Air Mechanical, Inc., for the replacement of the HVAC/Dehumidifier Unit at the MCC.

### **Background/Discussion**

An Asset Management Plan was recently completed on the MCC identified this HVAC unit as a critical item for replacement stating that the unit was "beyond its useful life".

The following two bids were received and read aloud after advertising:

- 1) Cool Air \$509,800
- 2) Terra General Contractors \$629,000

The low bid was reviewed and found to meet all requirements and specifications.

### **Budget Impact**

Given the competitive low bid, the proceeds from the 2014A Equipment Certificate issued in July will fully fund the cost of the equipment and installation. Work associated with the building or access of the new equipment along with design fees and other indirect costs will need to be funded by other sources to be determined at a later date. This will be a minor portion of the overall budget. The finance department will look into the following sources, in the order listed, to cover those expenditure items:

- 1) Other funds that could benefit from utilizing the balance of the 2014A Equipment Cert.
- 2) Cash flow in the Community Center Fund
- 3) Cash flow in the General Fund
- 4) General Fund Reserves

### **Timeline**

The equipment will be installed over the winter with a substantial completion date listed in February of 2015.

**Recommendation**

Staff recommends that the City Council award the bid to Cool Air and authorize the Mayor and the City Manager to sign and enter into a contract for the HVAC/Dehumidifier Unit replacement at the MCC.

**Attachments**

- 1) Award Recommendation Letter



Building a Better World  
for All of Us®

August 20, 2014

RE: City of Maplewood, Minnesota  
Community Center HVAC Upgrades  
SEH No. MAPLE 128199 14.00

DuWayne Konewko  
Parks and Recreation Director  
City of Maplewood  
2100 White Bear Avenue  
Maplewood, MN 55109

Dear Mr. Konewko:

Bids were opened for the City of Maplewood Community Center HVAC Upgrades Project at 10:00 a.m. on August 14, 2014. Two bids were received and the low bid was submitted by Cool Air Mechanical in the amount of \$509,800. A complete tabulation of bids is enclosed for your reference.

We have reviewed the bids and spoken with references provided by Cool Air Mechanical. There references have provided positive comments regarding their past work experiences. Based on this information it is our opinion that Cool Air Mechanical is the lowest, responsive and responsible bidder, and we recommend award of the project to them.

SEH will process the Owner/Contractor Construction Agreement for review and signature pending final approval by the City Council. Please contact me if you have any questions.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in blue ink that reads "Brian Bergstrom".

Brian Bergstrom, AIA  
Project Manager

Attachment

c: Mark Lobermeier, PE  
Michael Thompson, PE



Maplewood Community Center HVAC Upgrades  
 Maplewood, Minnesota  
 SEH No. MAPLE 128199  
 Project Manager: Brian Bergstrom, AIA

Bid Date: 10:00 a.m., Thursday, August 14, 2014

Bidder	Addenda #1	5% Bid Bond	Project References	Base Bid
Cool Air Mechanical	X	X	X	\$509,800
Terra General Contractors	X	X	X	\$629,000

**MEMORANDUM**

**TO:** City Council  
**FROM:** Melinda Coleman, Interim City Manager  
**DATE:** August 20, 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 announcements 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. September 8<sup>th</sup>
  - a. Workshop - Historic Preservation Grant Update; 2015 Budget Review
  - b. Council Meeting - CIP Approval
2. September 22<sup>nd</sup>
  - a. Workshop - Commissioner Interviews, Review of Police Reserves Program, Preview of 2015 Tax Levy;
  - b. Council Meeting - Approve Preliminary 2015 Tax Levy
3. October 13<sup>th</sup>
  - a. Workshop - Review of City Manager Applications, Discussion of Domestic Violence Pilot Program

**Budget Impact**

None.

**Recommendation**

No action required.

**Attachments**

None.

# City of Maplewood

## City Council Meeting Sign-Up Sheet

### For Agenda Items and Visitor Presentations

*By putting your name and address on this sheet, you are indicating which agenda item you would like to discuss with the City Council*

Date: August 25, 2014

VISITOR PRESENTATION			
1.	<u>Name - First &amp; Last</u> <i>(please print clearly)</i>	<u>Address</u>	<u>Agenda Item</u>
1.	JOHN WYKOFF	2345 MARYLAND AVE.	L
2.	Jim Price	Parking on Woodland Hills Church	L
3.	Bob Zuck	NSP	L
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			