

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, July 28, 2014
City Hall, Council Chambers
Meeting No. 13-14

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 July 14, 2014 City Council Workshop Minutes
2. Approval of July 14, 2014 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

None

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

1. Approval of Claims
2. Approval of Resolution for 2014 Pay Rates for Temporary/Seasonal and Casual Part-Time Employees
3. Approval of a Temporary Lawful Gambling Permit for the Church of St. Jerome and Waiver of Permit Fees
4. Approval of an Environmental Assistance Grant Program Submittal with the Minnesota Pollution Control Agency
5. Approval of a Conditional Use Permit Review, All Metro Glass, 1357 Cope Avenue
6. Approval of a Conditional Use Permit Review, South Metro Human Services Mental Health Care Facility, 1111 Viking Drive
7. Approval of a Conditional Use Permit Review, Our City, Our Neighborhood Church, 1812 North Saint Paul Road
8. Approval of a Conditional Use Permit Review, Greenhouse at Harmony Learning Center, 1961 County Road C East
9. Approval of Resolution Accepting a Donation to the Fire Department from Bradley Werdal
10. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 5 - PDEP Phase 3
11. Authorization to Purchase Security System Updates
12. Approval of 2014 Playground Replacement Plan

13. Approval of License Agreement with Ramsey County Regional Rail Authority for Interpretive Kiosk Installation, TH 36/English Street Interchange Improvements, City Project 09-08
14. Approval to Use the Services of Hugo's Tree Care
15. Approval of Resolution Supporting Closest Unit Dispatching in Life Safety Emergency Cases
16. Approval of Resolution Accepting Donation to Maplewood Police Reserves from Ramsey County Fair

H. PUBLIC HEARINGS

None

I. UNFINISHED BUSINESS

1. Approval of Amendments to the Ordinance Regulating Tattoo Establishments—Second Reading
2. Approval of the Following Requests for the Days Inn Conversion to Senior Housing at 3030 Southlawn Drive
 - a. A Conditional Use Permit to Allow Multi-Family Housing in a Business Commercial District
 - b. A Parking Reduction for Fewer Parking Spaces than Required
 - c. A Unit-Size Reduction Variance
 - d. Design Plans

J. NEW BUSINESS

1. Approval of Agreement with Yale Mechanical for City-Wide HVAC Maintenance Services
2. Approval of Professional Services Agreement for Municipal Buildings Asset Management Study, City Project 14-12

K. AWARD OF BIDS

None

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
 5:00 P.M. Monday, July 14, 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 5:05 p.m. by Mayor Slawik.

B. ROLL CALL

Nora Slawik, Mayor	Present
Marylee Abrams, Councilmember	Present
Robert Cardinal, Councilmember	Present – Arrived at 5:20 p.m.
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present

C. APPROVAL OF AGENDA

Councilmember Koppen moved to approve the agenda as submitted.

Seconded by Councilmember Abrams Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS

1. Public Art Discussion

Parks Manager Taylor gave the staff report. Lil Leatham, Project Manager with Hoisington Koegler Group (HKGi) gave an update on the development of Maplewood's Parks Master Plan. Jack Becker, Executive Director of Forecast Public Art addressed the council and gave a presentation on the importance of integrating public art throughout the city.

2. Discussion and Review of City-Owned Parcels Currently for Sale

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

3. Presentation on Conducting City Business for City Council

Interim City Manager Coleman and Citizen Services Director Guilfoile gave the staff presentation and answered questions of the council.

F. ADJOURNMENT

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

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

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

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

D. APPROVAL OF AGENDA

N1 Manager Search	N6 Committee Reports
N2 National Night Out	N7 Ramsey County Fair
N3 Update on the Cable Commission	N8 Keller Phalen Park
N4 Reopening of Keller Golf Course	N9 Update on Regional Mayors Meeting
N5 Update on City Manager Meeting	N10 Gateway Corridor Commission

Councilmember Koppen moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

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

Councilmember Juenemann moved to approve the June 23, 2014 City Council Workshop Minutes as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

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

Councilmember Juenemann moved to approve the June 23, 2014 City Council Meeting Minutes as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

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

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

3. Approval of Resolution Certifying Election Judges for the August 12, 2014 Primary State Election

Councilmember Juenemann moved to approve the Resolution Certifying Election Judges for the August 12, 2014 State Primary Election.

Resolution 14-7-1087
Accepting Election Judges

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

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

Hale, Linda
 Hanson, Joan
 Harder, Mary
 Hart, Barbara
 Hart, Robert
 Herber, Darlene
 Hervig, Cindy
 Hinnenkamp, Gary
 Hulet, Robert
 Hulet, Jeanette
 Huth, Patricia
 Huth, Raymond
 Ingersoll, Carol
 Inhofer, Mary Claire
 Jagoe, Carol
 Jahn, David
 Jefferson, Gwendolyn
 Jensen, Robert
 Johannessen, Judith
 Johansen, Kathleen
 Johnson, Warren
 Johnson, Cheryle
 Jones, Shirley
 Jurmu, Joyce
 Kane, Myrna
 Kapfer, Deb
 Kaul, Shirley
 Kearn, Barbara
 Kipka, Judy
 Knauss, Carol
 Knutson, Lois
 Kramer, Dennis
 Krebsbach, John
 Kreger, Jason
 Kroll, Judith
 Kwapick, Jackie
 Labarre, Thomas
 Labossiere, Donna
 LaCasse, Annette
 Lackner, Marvella
 Laibson-Brown, Cameo
 Lampe, Charlotte
 Lauren, Lorraine
 Layer, Stephanie
 Layer, Tom
 Leach, Joanne
 Leonard, Claudette
 Letourneau, Sandra
 Limon, Rosella
 Lincowski, Steve
 Liptak, Marianne
 Loipersbeck, Darlene
 Loipersbeck, Jules

Lonetti, Claudia
 Lowery, Jr., Paul
 Mahowald, Valerie
 Mahre, Jeri
 Malecki, Edward
 Manke, Clarence
 Manthey, John
 Maskrey, Thomas
 McCain, Shance
 McCann, John
 McCarthy, Peggy
 McCarthy, Larry
 McCarthy, Ryan
 McCauley, Judy
 McDonough, Carol
 McDonough, Joan
 McNea, Rosemary
 Meyer, Kayleen
 Mielke, Karen
 Millette, James
 Mireau, Michael
 Moreno, Marlene
 Motz, Betty
 Mudek, Dolores
 Muenchow, Mike
 Nelson, Percy
 Nelson, Clare
 Newcomb, Mary
 Nichol, Jane
 Nichols, Miranda
 Nissen, Helen
 Norberg, Ann
 O'Brien, D. William (Bill)
 Olson, Anita
 Pai, Shantal
 Parent, Dian
 Pedersen, Bernard
 Peper, Marilyn
 Perzichilli, Devrie
 Petrie, Linda
 Plaster, Rae
 Plath, Orlin
 Plumbo, Joseph
 Posch, Roger
 Putz, Steve
 Putz, Shelly
 Reeve, Claudia
 Renslow, Rita
 Roadfeldt, Rita
 Rodriguez, Vincent
 Rossbach, Teresa
 Rubbert, Shirley
 Rudeen, Elaine

Rygg, Crystal
 Sagert, Chris
 Sandberg, Janet
 Sands, Warren
 Saniti, Laurie
 Sauer, Kathleen
 Sawyer, Sharon
 Scharnott, Thomas
 Schiff, Marge
 Schluender, Cynthia
 Schmidt, William
 Schneider, Mary Ann
 Schramel, Betty
 Schramel, Jim
 Seelen, Sarah
 Seidel, Gloria
 Seitz, James
 Seyfer, Deborah
 Shankar, Ananth
 Sheppard, Maryjean
 Shores, Teresa
 Skaar, Steven
 Skaar, Delaney
 Skaar, Susan
 Sorenson, Kathy
 Spangler, Bob
 Stafki, Tim
 Steenberg, Judith
 Steenberg, Richard
 Storm, Mary
 Tarnowski, Joseph
 Taylor, Lori
 Thomalla, Carol
 Thomas, Jeff
 Thomas, Jeff
 Thompson, Jerrilyn
 Tietel, Lynn
 Tourville, Michael
 Tourville, Michael
 Trippler, Dale
 Tschida, Micki
 Urbanski, Carolyn
 Urbanski, Holly
 Urbanski, William
 Vanek, Mary
 Vereide, Jim
 Wagner, Joanne
 Wasmundt, Gayle
 Webb, Paulette
 Weinberg, Vicki
 Wessel, Warren
 White, Greg
 Wiesner, Robert

Acceptance of Donation

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

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

Seconded by Councilmember Koppen Ayes – All

The motion passed.

7. Approval of Resolution for Final Payment and Acceptance of Project, Joy Park Phase II

Councilmember Juenemann moved to approve the Resolution for Final Payment of \$243,535.22 and Acceptance of Project, Joy Park Phase II.

Resolution 14-7-1089
Approving Final Payment and Acceptance of Project
Joy Park Phase II Improvements

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

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

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

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

Approved this 14th day of July 2014.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

8. Approval of Lot Repurchase Request for 1713 Laurie Road East

Senior Planner Ekstrand gave the staff report.

Councilmember Juenemann moved to approve the resolution recommending the Ramsey County Board of Commissioners approve the repurchase application submitted for property located at 1713 Laurie Road E.

Resolution 14-7-1090

Supporting the Repurchase Application Submitted to Ramsey County for Property Located at 1713 Laurie Road E.

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

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

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

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

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

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

The Maplewood City Council approved this resolution on July 14, 2014.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

9. Approval of Lot Repurchase Request for Properties South of 2036 English Street North

Senior Planner Ekstrand gave the staff report.

Councilmember Juenemann moved to approve the resolution recommending the Ramsey County Board of Commissioners approve the purchase application submitted for properties south of 2036 English Street N., PIN 15-29-22-23-0061 and PIN 15-29-22-23-0089.

Resolution 14-7-1091
Supporting the Repurchase Application Submitted to
Ramsey County for Properties South of 2036 English St. North

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

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

WHEREAS, it is the Ramsey County Board's policy that repurchase applications be reviewed by the municipality in which the property is located who shall adopt a resolution

recommending approval or denial of said application;

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

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

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

The Maplewood City Council approved this resolution on July 14, 2014.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

10. Approval of Work on Fleet Garage Doors at 1902 County Road B East

Councilmember Juenemann moved to approve the replacement of the garage doors and repair work for the Public Works Fleet garage doors by Overhead Door Company in the amount of \$22,368.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

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

Councilmember Juenemann moved to approve the City Manager and City Engineer to sign Work Order No. 12 for the design and property acquisition for the County Road B Trail and Safety Improvements, City Project 14-02 in the amount of \$201,517 with Bolton and Menk, Inc. which also signifies an adjustment in the existing \$50,000 project budget.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

12. Approval to Donate Lockers to Harmony School

Police Chief Schnell gave the staff report.

Councilmember Juenemann moved to approve the resolution to donate any usable lockers from the Police Department Expansion Project to ISD 622 Harmony School.

Resolution 14-7-1092
Approval of Donation

heretofore determined and declared that it is necessary and expedient to issue \$7,745,000 General Obligation Bonds, Series 2014A (the "Bonds" or individually a "Bond"), pursuant to Minnesota Statutes, Chapter 475 and:

1. Chapter 429, to finance the construction of various street improvement projects within the City (the "Improvements"), in the amount of \$3,335,000 (the "Improvement Portion of the Bonds"). The Improvements and all their components have been ordered prior to the date hereof, after a hearing thereon for which notice was given describing the Improvements or all their components by general nature, estimated cost, and area to be assessed; and
 2. Section 412.301 to finance the purchase of capital equipment (the "Equipment"), in the amount of \$565,000 (the "Equipment Portion of the Bonds"). Each item of Equipment to be financed by the Equipment Portion of the Bonds has an expected useful life at least as long as the term of the Equipment Portion of the Bonds. The principal amount of the Equipment Portion of the Bonds does not exceed one-quarter of one percent (0.25%) of the market value of the taxable property in the City (\$3,174,211,200 times 0.25% is \$7,935,528); and
 3. Section 475.521 to finance improvements outlined in the City's Capital Improvement Plan (the "CIP Improvements") in the amount of \$2,775,000 (the "CIP Portion of the Bonds"). The City held a public hearing on July 22, 2013, on the proposed issuance of general obligation capital improvement plan bonds and, pursuant to a resolution approved and adopted the 2014 through 2018 Five-Year Capital Improvement Plan (the "CIP Plan"), and approved the issuance of general obligation capital improvement plan bonds to finance a public safety facility described in the Plan (the "CIP Project"); and
 4. Chapter 469 to finance certain capital and administration costs, consisting of public improvements outlined in the City's tax increment financing plan (the "TIF Plan") in the amount of \$1,070,000 (the "TIF Portion of the Bonds"); and
- B. WHEREAS, no petition signed by voters equal to five percent of the votes cast in the City in the last general election requesting a vote on the issuance of the general obligation capital improvement plan bonds has been filed with the Clerk within thirty days after the public hearing on the CIP Plan and on the issuance of the general obligation capital improvement plan bonds; and the City has heretofore determined, in accordance with Minnesota Statutes, Section 475.521, Subd. 4, that the principal and interest to become due in any year on the CIP Portion of the Bonds, will be less than 0.16 percent of the taxable market value of property in the City; and other than the Bonds and the Prior Bonds, there are no other bonds issued by the City under Minnesota Statutes, Section 475.521; and
- C. WHEREAS, the City has heretofore established Municipal Development District No. 1 (the "Development District") pursuant to the provisions of Minnesota Statutes, Sections 469.124 through 469.134, and has approved a Development Program (the "Program") with respect to the Development District; and
- D. WHEREAS, the Council has also heretofore established Tax Increment Financing (Redevelopment) District No. 1-12 as a redevelopment district within the Development District (the "Tax Increment District") under the provisions of Minnesota Statutes, Sections 469.174 through 469.179 and has approved the tax increment financing plan (the "TIF Plan") with respect to the Tax Increment District; and
- E. WHEREAS, pursuant to the provisions of the Program and TIF Plan, funds are to be expended within the Development District to provide funds to finance certain capital and administration costs, consisting of public improvements within the Tax Increment District as set forth

in the TIF Plan (the "TIF Project") and tax increments derived from the Tax Increment District (the "Tax Increments") will be used to pay for the TIF Project; and

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

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

1. Acceptance of Proposal. The proposal of Robert W. Baird & Company, Incorporated in Milwaukee, Wisconsin (the "Purchaser"), to purchase the Bonds, in accordance with the Terms of Proposal established for the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$8,004,759.88, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser. The City Clerk is directed to retain the deposit of the Purchaser and to forthwith return to the unsuccessful bidders any good faith checks or drafts.

2. Bond Terms.

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

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2016	\$240,000	2025	\$465,000
2017	375,000	2026	475,000
2018	410,000	2027	490,000
2019	435,000	2028	510,000
2020	445,000	2029	520,000
2021	460,000	2030	540,000
2022	480,000	2032	335,000
2023	500,000	2035	545,000
2024	520,000		

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

(b) Allocation. The Improvement Portion of the Bonds, being the aggregate principal amount of \$3,335,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Improvements. The Equipment Portion of the Bonds, being the aggregate principal amount of \$565,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Equipment. The CIP Portion of the Bonds, being the aggregate principal amount of \$2,775,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the CIP Improvements. The TIF Portion of the Bonds, being the aggregate principal amount of \$1,070,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the TIF Project.

<u>Year</u>	<u>Improvement Portion</u>	<u>Equipment Portion</u>	<u>CIP Portion</u>	<u>TIF Portion</u>	<u>Total</u>
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2016	\$130,000	\$50,000	\$ 60,000		\$240,000
2017	185,000	60,000	105,000	\$ 25,000	375,000
2018	190,000	60,000	110,000	50,000	410,000
2019	195,000	60,000	110,000	70,000	435,000
2020	200,000	60,000	115,000	70,000	445,000
2021	205,000	65,000	120,000	70,000	460,000
2022	215,000	65,000	125,000	75,000	480,000
2023	225,000	70,000	125,000	80,000	500,000
2024	230,000	75,000	135,000	80,000	520,000
2025	240,000		140,000	85,000	465,000
2026	250,000		140,000	85,000	475,000
2027	255,000		145,000	90,000	490,000
2028	265,000		150,000	95,000	510,000
2029	270,000		155,000	95,000	520,000
2030	280,000		160,000	100,000	540,000
2031			165,000		165,000
2032			170,000		170,000
2033			175,000		175,000
2034			180,000		180,000
2035			190,000		190,000

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

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

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

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

shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

- (viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.
- (ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.
- (x) In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a Bond of a lesser denomination as provided in paragraph 5, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.
- (d) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:
 - (i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.
 - (ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.
 - (iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.
- (e) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

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

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

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2016	2.00%	2025	3.00%
2017	2.00	2026	3.00
2018	2.00	2027	3.00
2019	2.00	2028	3.00
2020	4.00	2029	3.00
2021	4.00	2030	3.125
2022	4.00	2032	3.25
2023	4.00	2035	3.50
2024	4.00		

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

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

charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. U.S. Bank National Association, in St. Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

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

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

R-_____ \$_____

GENERAL OBLIGATION BOND, SERIES 2014A

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

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

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

Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

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

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

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$7,745,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on July 14, 2014 (the "Resolution"), for the purpose of providing money to finance various projects within the jurisdiction of the Issuer. This Bond is payable out of the General Obligation Bonds, Series 2014A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

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

Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

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

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

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

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

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

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

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

Date of Registration:

Registrable by: U.S. BANK NATIONAL ASSOCIATION

Payable at: U.S. BANK NATIONAL ASSOCIATION

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

CITY OF MAPLEWOOD,
RAMSEY COUNTY, MINNESOTA

/s/ Facsimile

Mayor

This Bond is one of the Bonds described in the

Resolution mentioned within.

/s/ Facsimile _____
City Clerk

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

By: _____
Authorized Signature

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common
- UTMA - _____ as custodian for _____
(Cust) (Minor)
under the _____ Uniform
(State)
Transfers to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

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

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

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

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

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

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

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

resolution, as the Bonds surrendered for such exchange or transfer.

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

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

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

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

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

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

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

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

(a) Capital Account. To the Capital Account there shall be credited the proceeds of the sale of the Bonds, less any accrued interest, less any amount paid for the Bonds in excess of the minimum bid and less capitalized interest. From the Capital Account there shall be paid all costs and expenses of the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Capital Account shall be used for no other purpose except as otherwise provided by

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law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes, tax increments or special assessments herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance (other than any special assessments) in the Capital Account, the balance shall be transferred to the Debt Service Account or in the case of the bond proceeds attributable to the Improvement Portion the fund of any other improvement instituted pursuant to Minnesota Statutes Chapter 429, and provided further that any special assessments credited to the Capital Account shall only be applied toward payment of the costs of the Improvements upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.1, Subdivision 1.

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

- (i) Improvements Debt Service Subaccount. To the Improvements Debt Service Subaccount there shall be credited: (A) all collections of special assessments herein covenanted to be levied with respect to the Improvements and either initially credited to the Capital Account and not already spent as permitted above and required to pay any principal and interest due on the Bonds or collected subsequent to the completion of the Improvements and payment of the costs thereof; (B) a pro rata share of any amount paid for the Bonds in excess of the minimum bid; (C) a pro rata share of all accrued interest received upon delivery of the Bonds; (D) capitalized interest in the amount of \$ _____; (E) any collections of all taxes herein or hereafter be levied for the payment of the Improvements Portion of the Bonds and interest thereon; (F) a pro rata share of all funds remaining in the Capital Account after completion of the Project and payment of the costs thereof; (G) all investment earnings on funds held in the Improvements Debt Service Subaccount; and (H) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Improvements Debt Service Subaccount. The Improvements Debt Service Subaccount shall be used solely to pay the principal and interest and any premium for redemption of the Improvement Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law
- (ii) Equipment Debt Service Subaccount. To the Equipment Debt Service Subaccount there shall be credited: (A) all taxes herein and hereafter levied for the payment of the Equipment Portion of the Bonds; (B) a pro rata share of any amount paid for the Bonds in excess of the minimum bid; (C) a pro rata share of all accrued interest received upon delivery of the Bonds; (D) a pro rata share of all funds remaining in the Capital Account after completion of the Project and payment of the costs thereof; (E) all investment earnings on funds held in the Equipment Debt Service Subaccount; and (F) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Equipment Debt Service Subaccount. The Equipment Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the Equipment Portion of the Bonds.
- (iii) CIP Debt Service Subaccount. To the CIP Debt Service Subaccount there shall be credited: (A) all taxes herein and hereafter levied for the payment of the CIP Portion of the Bonds; (B) a pro rata share of any amount paid for the Bonds in excess of the

minimum bid; (C) a pro rata share of all accrued interest received upon delivery of the Bonds; (D) a pro rata share of all funds remaining in the Capital Account after completion of the Project and payment of the costs thereof; (E) all investment earnings on funds held in the CIP Debt Service Subaccount; and (F) any and all other moneys which are properly available and are appropriated by the governing body of the City to the CIP Debt Service Subaccount. The CIP Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the CIP Portion of the Bonds.

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

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

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

(a) Special Assessments. It is hereby determined that no less than twenty percent of the cost to the City of each Improvement financed by the Improvement Portion of the Bonds within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefited by any of the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Improvement by the Improvement Portion of the Bonds unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of the special assessments, and in the event that any special assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City, either in the making of the special assessments or in the

performance of any condition precedent thereto, the City will forthwith do all further acts and take all further proceedings as may be required by law to make the special assessments valid and binding liens upon the properties. The special assessments have heretofore been authorized. Subject to such adjustments as are required by the conditions in existence at the time the special assessments are levied, it is hereby determined that the special assessments shall be payable in equal, consecutive, annual installments, with general taxes for the years shown below and with interest on the declining balance of all special assessments at a rate of 4.739% per annum, as set forth opposite the years specified below:

<u>Improvement Designation</u>	<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
The Arkwright/Sunrise Area street improvements	See attached schedule		\$697,000

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

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

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

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

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

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

The tax levies are such that if collected in full they, together with other revenues herein

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

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

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

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

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

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

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

Reservation of Rights. Notwithstanding any provisions herein to the contrary, the City

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

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

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

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

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

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect

to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Bonds.

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

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

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

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

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

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

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

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

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

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

Bonds, and (iii) acceptable to the Officers.

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

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

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

24. Tax-Exempt Status of the Bonds; Rebate; Elections. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States. The City expects to satisfy the 18-month expenditure exemption for gross proceeds of the Bonds as provided in Section 1.148-7(d)(1) of the Regulations. The Mayor, the Clerk or either one of them, are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

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

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

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

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

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

Resolution 14-7-1094

RESOLUTION ACCEPTING PROPOSAL ON THE COMPETITIVE NEGOTIATED SALE OF
\$1,255,000 GENERAL OBLIGATION TAX ABATEMENT REFUNDING BONDS, SERIES 2014B,
PLEDGING FOR THE SECURITY THEREOF TAX ABATEMENTS AND
LEVYING A TAX FOR THE PAYMENT THEREOF

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

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

C. WHEREAS, the crossover advance refunding on August 1, 2015 (the "Crossover Date") of the Prior Bonds maturing on and after August 1, 2016 (the "Refunded Bonds"), is consistent with covenants made with the holders thereof, and is necessary and desirable for the reduction of debt service cost to the City; and

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

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

F. WHEREAS, the City Council hereby determines and declares that it is necessary and expedient to issue \$1,255,000 General Obligation Tax Abatement Refunding Bonds, Series 2014B (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapter 475, to provide moneys for a crossover advance refunding of the Refunded Bonds; and

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

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

1. Acceptance of Proposal. The proposal of UMB Bank, National Association in Kansas City, Missouri (the "Purchaser"), to purchase the Bonds, in accordance with the Terms of Proposal established for the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$1,275,720.09, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser. The City Clerk is directed to retain the deposit of the Purchaser and to forthwith return to the unsuccessful bidders any good faith checks or drafts.

2. Bond Terms.

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

<u>Year</u>	<u>Amount</u>
2016	\$275,000
2017	265,000
2018	250,000
2019	240,000
2020	225,000

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

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

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

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

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any

Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

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

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

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

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

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

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

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

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

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

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

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

3. Purpose; Refunding Findings. The Bonds shall provide funds for a crossover advance refunding of the Refunded Bonds (the "Refunding"). It is hereby found, determined and declared that the Refunding is pursuant to Minnesota Statutes, Section 475.67. As of the Crossover Date there shall result a reduction in the present value of the dollar amount of the debt service to the City from a total dollar amount of \$2,664,296.26 for the Prior Bonds to a total dollar amount of \$1,803,777.50 for the Bonds computed in accordance with the provisions of Minnesota Statutes, Section 475.67, Subdivision 12. The dollar amount of such present value of the debt service for the Bonds is lower by at least three percent than the dollar amount of such present value of the debt service for the Prior Bonds as required by Minnesota Statutes, Section 475.67, Subdivision 12.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2015, calculated on the

basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>
2016	1.50%
2017	1.50
2018	1.50
2019	2.00
2020	2.00

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

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

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

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

R-_____ \$_____

GENERAL OBLIGATION TAX ABATEMENT REFUNDING BOND, SERIES 2014B

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

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Maplewood, Ramsey County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, without option of prior payment, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2015, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of U.S. Bank National Association, in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor

paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

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

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$1,255,000 (the "Bonds"), all of like date of original issue and tenor, except as to number, maturity, interest rate, and denomination, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on July 14, 2014 (the "Resolution"), for the purpose of providing funds sufficient for a crossover advance refunding of the General Obligation Tax Abatement Bonds, Series 2004C, dated August 1, 2004 of the Issuer. This Bond is payable out of the General Obligation Tax Abatement Refunding Bonds, Series 2014B Fund established by the Issuer pursuant to the Resolution. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

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

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

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

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

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

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

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

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

Date of Registration:

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

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

CITY OF MAPLEWOOD,
RAMSEY COUNTY, MINNESOTA

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

/s/ Facsimile _____
Mayor

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

/s/ Facsimile _____
Clerk

By _____
Authorized Signature

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common
- UTMA - _____ as custodian for _____

(Cust) (Minor)
under the _____ Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

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

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

executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

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

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

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

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

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

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

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

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

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

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

Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

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

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

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

(a) Escrow Account. The Escrow Account is established for the Refunded Bonds and shall be maintained as an escrow account with U.S. Bank National Association (the "Escrow Agent"), in St. Paul, Minnesota, which is a suitable financial institution within or without the State. \$1,944,462.32 in proceeds of the sale of the Bonds shall be received by the Escrow Agent and applied to fund the Escrow Account or to pay costs of issuing the Bonds. \$0 in proceeds of the sale of the Bonds shall be received by the Escrow Agent to pay costs of issuing the Bonds. Proceeds of the Bonds not used to pay costs of issuance or any Bond proceeds returned to the City are hereby irrevocably pledged and appropriated to the Escrow Account, together with all investment earnings thereon. The Escrow Account shall be invested in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as shall be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Account, (i) to pay when due the interest to accrue on the Bonds to and including the Crossover Date; and (ii) to pay when called for redemption on the Crossover Date, the principal amount of the Refunded Bonds. The Escrow Account shall be irrevocably appropriated to the payment of (i) all interest on the Bonds to and including the Crossover Date, and (ii) the principal of the Refunded Bonds due by reason of their call for redemption on the Crossover Date. The moneys in the Escrow Account shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Account may be remitted to the City, all in accordance with the Escrow Agreement, by and between the City and Escrow Agent (the "Escrow Agreement"), a form of which is on file in the office of the Finance Director. Any moneys remitted to the City upon termination of the Escrow Agreement shall be deposited in the Debt Service Account.

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

475.61, Subdivision 4. The moneys in the Debt Service Account shall be used solely to pay the principal of and interest on the Bonds or any other bonds hereafter issued and made payable from the Fund.

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Purchase of SLGS or Open Market Securities. The Escrow Agent, as agent for the City, is hereby authorized and directed to purchase on behalf of the City and in its name the appropriate United States Treasury Securities, State and Local Government Series and/or open market securities as provided in paragraph 21, from the proceeds of the Bonds, to the extent necessary, other available funds, all in accordance with the provisions of this resolution and the Escrow Agreement and to execute all such documents (including the appropriate subscription form) required to effect such purchase in accordance with the applicable U.S. Treasury Regulations.

24. Certificate of Registration. The Clerk is hereby directed to file a certified copy of this resolution with the County Auditor of Ramsey County, Minnesota, together with such other information

as each County Auditor shall require, and to obtain the County Auditor's Certificate from each County that the Bonds have been entered in the County Auditor's Bond Register and that the tax levy required by law has been made.

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

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

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

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

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

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

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

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

28. Tax-Exempt Status of the Bonds; Rebate. The City is subject to the rebate requirement imposed by Section 148(f) of the Code by reason of issuing (together with all subordinate entities thereof, and all entities treated as one issuer with the Issuer) more than \$5,000,000 of tax-exempt

governmental obligations during this calendar year as provided in Section 148(f)(4)(D) of the Code and Section 1.148-8 of the Regulations.

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

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

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

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

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

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

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

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

2. Approval of Amendments to the City's Health Codes – Second Reading

Interim City Manager Coleman gave the staff report .

Councilmember Cardinal moved to approve the second reading of amendments to the City's Health Code, Chapter 12 and 14.

Ordinance 937
Chapter 12 – BUILDING AND BUILDING REGULATIONS
ARTICLE XII. – SWIMMING POOLS
DIVISION 2. PUBLIC POOLS

Sec. 12-432. Authority.
Sec. 12-533. State department of health rules adopted.
Sec. 12-534. Definitions.
Sec. 12-535. License required.
Sec. 12-536. Application for license.
Sec. 12-537. Inspection.
Sec. 12-538. License expiration and renewal; denial or revocation of license.
Sec. 12-539. License fees.
Sec. 12-5310. Penalty.

Sec. 12-532. Authority.

The City of Maplewood regulates food, lodging, and public pool establishments through the delegation of authority from the Minnesota Department of Health.

Sec. 12-533. State department of health rules adopted.

Subject to any specific modifications set forth in this division, the city hereby adopts and incorporates by reference state board of health statutes and rules including Minnesota Statutes 144.1222, 145A, and 157 and Minnesota Rules, parts 4717.0150 to 4717.3970 and 7-MCAR 1.141. Said statutes and rules are hereby modified by deleting the term "board of health" and substituting "environmental health official" and any reference to "public swimming pool" with the definition of "public pool" in [section 12-533](#).

(Code 1982, § 31-7)

Sec. 12-534. Definitions.

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

Public pool means any pool, other than a private residential pool, intended to be used collectively by numbers of persons for swimming or bathing, operated by any person, whether he is the owner, lessee, operator, licensee, or concessionaire, regardless of whether a fee is charged for such use. Included in this definition are pools located in or adjacent to apartment buildings, condominiums, townhouses or other multiple-dwelling residential complexes, public or private schools, public or private sports facilities, commercial property unless used for sales and/or display purposes only and treatment pools, therapeutic pools, and special pools for water therapy, whirlpools, spas and cold plunges.

(Code 1982, § 31-8)

Cross reference— Definitions generally, § 1-2.

Sec. 12-535. License required.

It shall be unlawful for any person to operate a public pool, regardless of whether a fee is charged for such use, unless the city has issued a valid license therefor which is in full force and effect. Such license shall be on display in the vicinity of the subject pool or conveniently accessible upon demand.

(Code 1982, § 31-9)

Sec. 12-536. Application for license.

Application for a license for a public pool shall be submitted to the department of community development in such form and manner as the city may prescribe.

(Code 1982, § 31-10)

Sec. 12-537. Inspection.

The environmental health official shall inspect every public pool as frequently as deemed necessary to ensure compliance with this division. All swimming pool plans will be sent to the Minnesota Department of Health for review and approval per the city's delegation agreement with the Minnesota Department of Health.

(Code 1982, § 31-11)

Sec. 12-538. License expiration and renewal; denial or revocation of license.

- (a) Licenses issued under this division shall expire on December 31 each year. License renewal applications shall be filed with the department of community development prior to December 31 of each year. Failure to comply with these requirements may result in revocation or nonrenewal of the license.
- (b) Written notification shall be made to the applicant or licensee of any pool license that has been denied or revoked. The applicant or licensee shall have ten days from the date of notification to appeal this decision to the city council.

(Code 1982, § 31-12)

Sec. 12-539. License fees.

The license fees for public pools shall be fixed by the city council, by resolution, from time to time.

(Code 1982, § 31-13)

Sec. 12-5310. Penalty.

Any person convicted of violating this article will be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with [section 1-15](#).

(Code 1982, § 31-14)

Ordinance 938
Chapter 14 - BUSINESSES AND LICENSING
ARTICLE VI. - FOOD AND FOOD HANDLERS

DIVISION 2. - FOOD ESTABLISHMENTS

Subdivision I. In General

Sec. 14-316. Authority.

Sec. 14-3176. Purpose.

Sec. 14-3187. State health rules adopted.

Sec. 14-3198. Interference with or hindrance of health authority.

Sec. 14-32019. Supplemental laws, rules and regulations.

Sec. 14-32120. Violations.

Secs. 14-322321—14-340. Reserved.

Sec. 14-316. Authority.

The City of Maplewood regulates food, lodging, and public pool establishments through the delegation of authority from the Minnesota Department of Health.

Sec. 14-3176. Purpose.

The purpose of this division is to establish standards to protect the health, safety and the general welfare of the people of the city. These general objectives include the following:

- (1) Prevent food-borne illness.
- (2) Correct and prevent conditions that may adversely affect persons utilizing food establishments.
- (3) Provide minimum standards for the design, construction, operation and maintenance of food establishments.
- (4) Meet consumer expectations to the quality and safety of food establishments.

(Code 1982, § 13-16)

Sec. 14-3187. State health rules adopted.

Subject to any specific modifications set forth in this section, the city adopts and incorporates by reference state board of health statutes and rules including Minnesota Statutes 145A and 157 and Minnesota Rules, parts 4626.0010 to 4626.2010chapter 4625, part 4626.0010 et seq., as contained by law in the document entitled "Rules and Requirements for Food and Beverage Establishments." A copy of such regulations shall be filed and available for inspection in the office of the city clerk and the department of community development. Chapter 4626.0010 et seq. Said statutes and rules are hereby modified by deleting the terms "board" and "commissioner" and substituting the term "environmental health official" in place thereof, or other successor designated or authorized by the city council.

(Code 1982, § 13-17)

Sec. 14-3198. Interference with or hindrance of health authority.

No person shall interfere with, obstruct or hinder any health authority in the performance of their duties under this division or the laws of the state nor prevent their performance thereof.

(Code 1982, § 13-42)

Sec. 14-32019. Supplemental laws, rules and regulations.

This division shall be construed to be supplementary to all laws, rules and regulations of the state department of health and state department of agriculture and is not intended and shall not be construed to permit that which is prohibited or declared unlawful by any such competent authority. All establishments shall, in addition to this division, comply with the applicable regulations of the state department of health and state department of agriculture.

(Code 1982, § 13-43)

Sec. 14-3210. Violations.

Any person convicted of violating this division will be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-15.

(Code 1982, § 13-44)

Secs. 14-3221—14-340. Reserved.

Ordinance 939
Chapter 14 - BUSINESSES AND LICENSING
ARTICLE IX. - LODGING ESTABLISHMENTS
DIVISION 1. GENERALLY

Sec. 14-521. Authority.

Sec. 14-5221. State health rules adopted by law.

Sec. 14-5232. Inspection.

Sec. 14-5243. Penalty.

Secs. 14-5254—14-550. Reserved.

Sec. 14-521. Authority.

The City of Maplewood regulates food, lodging, and public pool establishments through the delegation of authority from the Minnesota Department of Health.

Sec. 14-5221. State health rules adopted by law.

Subject to any specific modifications set forth in this section, the city hereby adopts and incorporates by reference state board of health statutes and rules including Minnesota Statutes 145A, 157, and 327 and Minnesota Rules, parts 4625.0100 to 4625.2300. 7—MCAR 1.151—1.160 as contained by law in the document entitled "Requirements for Lodging Establishments" and all subsequent amendments thereto. One copy of such regulations shall be filed and available for inspection in the office of the city clerk and the department of community development. 7—MCAR 1.151—1.160 is Said statutes and rules are hereby modified by deleting the term "board of health" and substituting the refor the term "environmental health official."

(Code 1982, § 17.5-1)

Sec. 14-5232. Inspection.

The environmental health official shall inspect every lodging establishment as frequently as deemed necessary to ensure compliance with this article.

(Code 1982, § 17.5-4)

Sec. 14-5243. Penalty.

Any person convicted of violating this article shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-15.

(Code 1982, § 17.5-7)

Secs. 14-5254—14-550. Reserved.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

3. English Street Petition Update

Public Works Director/City Engineer Thompson gave the staff report and answered questions of the council. William Diesslin, Maplewood resident spoke to the council.

J. NEW BUSINESS

1. Approval of Resolution for a Lawful Gambling Premise Permit for Chops, Inc at McCarron’s Pub & Grill, 1986 Rice Street

Citizen Services Director Guilfoile gave the staff report. Kevin Kimes, Gambling Manager for Chops, Inc. addressed and spoke to the council.

Councilmember Juenemann moved to approve the Resolution for a Lawful Gambling Premise Permit for Chops, Inc. at the McCarron’s Pub & Grill, 1986 Rice Street.

Resolution 14-7-1095
Lawful Gambling Premise Permit

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premise permit for lawful gambling is approved for Chops, Inc to operate at McCarron’s Pub & Grill, 1986 Rice St, Maplewood, MN.

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

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

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

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

2. Approval of the Following Requests for the Days Inn Conversion to Senior

Housing at 3030 Southlawn Drive:

- a. **A Conditional Use Permit to Allow Multi-Family Housing in a Business Commercial District**
- b. **A Parking Reduction for Fewer Parking Spaces than Required**
- c. **A Unit-Size Reduction Variance**
- d. **Design Plans**

Senior Planner Ekstrand gave the staff report and answered questions of the council. John Donofrio, Planning Commissioner addressed the council and gave the report from the Planning Commission. Ben Delwiche, Architect with Kaas Wilson Architects addressed the council and gave additional information about the project. Mark Jenkins, Business and Economic Development Commissioner addressed the council and gave the BEDC report. Police Chief Schnell gave additional information related to public safety issues. Chief Lukin answered additional questions of the council. Interim City Manager Coleman gave additional information. Mark Bradley, Maplewood Resident spoke to the council.

Councilmember Koppen moved to table the matter until the next council meeting.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Items for staff to work with applicant to

1. Look into the fence issue.
2. Specifics on security measures for residents.
3. Fire Chief Lukin and Police Chief Schnell present some facts supporting their position on this proposed development.
4. Number of similar units in the area that the Fire Station currently provides service to.
5. Information from Public Works on how patrons are going to move safely to and from the property.

3. Approval of the Maekloth Addition Preliminary Plat and Final Plat, Hazelwood Street and County Road D East

Senior Planner Ekstrand gave the staff report. Public Works Director/City Engineer Thompson answered questions of the council. John Donofrio, Planning Commissioner addressed the council and gave the Planning Commission report.

Councilmember Juenemann moved to approve the preliminary plat and the final plat for the Maekloth Addition, located at the southwest corner of County Road D East and Hazelwood Street.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

- 4. Approval of the Following at 1081 Highway 36 for Chuck Whitaker:**
 - a. **A Conditional Use Permit for Used-Car Sales**
 - b. **A Variance for Used-Car Sales Closer than 350 Feet to a Residential District**

Councilmember Cardinal recused himself from participating and voting on this agenda item.

Senior Planner Ekstrand gave the staff report. John Donofrio, Planning Commissioner

addressed the council and gave the Planning Commission report. Charles Whitaker, Owner of Whitaker Buick GMC Company addressed the council and gave additional information.

Councilmember Abrams moved to approve the staff recommendation with minor amendment of only permitting 7 cars out in front of the property at one time.

- A. Approve the conditional use permit resolution to allow used-car sales at 1081 Highway 36. Approval is based on the findings required by ordinance and subject to the following conditions:
1. All construction shall follow the plans date-stamped June 11, 2014, approved by the city. Staff may approve minor changes.
 2. The proposed use must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year after review and good-cause is shown.
 3. The city council shall review this permit in one year.
 4. This permit requires that cars for sale be kept indoors as proposed.
 5. Any signs shall be installed in accordance with the Maplewood Sign Ordinance.
 6. The applicant shall pave the area behind the building to eliminate the graveled parking and driveway surfaces. The property owner shall also do the same in the area behind Hirschfield's at the same time to clean up the site.
 7. The permitted hours of retail operation shall be Monday through Thursday 9 a.m. to 8 p.m. and Friday and Saturday 9 a.m. to 6 p.m.
 8. Test drives shall be limited to the frontage road with drives through the residential neighborhood strongly discouraged.
 9. Vehicle deliveries and transport unloading shall be done on site and not along public streets.
- B. Approve of the variance resolution for the proposed Whitaker used car sales business to be less than 350 feet from a residential district. The proposed use would be 190 feet away. This variance approval is based on the following findings:
1. The proposed variance would be in harmony with the intent of the ordinance. With a 350 foot separation from a residential property, the code attempts to buffer auto sales activities from residents. In this case, there would be no outdoor car sales or displays, to eliminate any neighborhood impact.
 2. The use would be consistent with the comprehensive plan since it is classified commercial and auto sales are a commercial activity.
 3. There are practical difficulties in complying with the ordinance. The existing building is closer than 350 feet to the nearest residentially zoned property. This proximity is nothing the applicant can control. This "practical difficulty" is being addressed by the applicant by operating his used car sales business inside the building. Other than test drives, there would be no impact on the neighborhood. The residential district to the

north, furthermore, is almost fully screened by mature trees from this commercial property.

Resolution 14-7-1098
Conditional Use Permit

WHEREAS, Chuck Whitaker, of Whitaker Buick GMC Co., has applied for a conditional use permit be allowed to sell used automobiles at 1081 Highway 36.

WHEREAS, Sections 44-512 (5) of the city ordinances requires a conditional use permit for used car sales in a M1 (light manufacturing) zoning district.

WHEREAS, this permit applies to the property located at 1081 Highway 36. The property identification number of this property is:

092922310001

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

1. On July 1, 2014, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered the reports and recommendation of city staff. The planning commission recommended that the city council approve this permit.
2. On July 14, 2014, the city council considered reports and recommendations of the city staff and planning commission.

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

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.
4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
5. The use would generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
7. The use would not create excessive additional costs for public facilities or services.

8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions:

1. All construction shall follow the plans date-stamped June 11, 2014, approved by the city. Staff may approve minor changes.
2. The proposed use must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year after review and good-cause is shown.
3. The city council shall review this permit in one year.
4. This permit requires that cars for sale be kept indoors as proposed.
5. Any signs shall be installed in accordance with the Maplewood Sign Ordinance.
6. The applicant shall pave the area behind the building to eliminate the graveled parking and driveway surfaces. The property owner shall also do the same in the area behind Hirschfield's at the same time to clean up the site.
7. The permitted hours of retail operation shall be Monday through Thursday 9 a.m. to 8 p.m. and Friday and Saturday 9 a.m. to 6 p.m.
8. Test drives shall be limited to the frontage road with drives through the residential neighborhood strongly discouraged.
9. Vehicle deliveries and transport unloading shall be done on site and not along public streets.

The Maplewood City Council approved this resolution on July 14, 2014.

Resolution 14-7-1099
Variance Resolution

WHEREAS, Chuck Whitaker, of Whitaker Buick GMC Co., has applied for a variance to be allowed to operate a used car sales business closer than 350 feet to a residential zoning district.

WHEREAS, this variance applies to the property at 1081 Highway 36. The property identification numbers for this property is:

092922310001

WHEREAS, Sections 44-512 (5) of the city ordinances requires that used car sales businesses be at least 350 feet from a residential district.

WHEREAS, the applicant's proposed use would be 190 feet from the nearest residential district.

WHEREAS, the history of this variance is as follows:

1. The planning commission held a public hearing on July 1, 2014. City staff published a notice in the Maplewood Review and sent notices to the surrounding property owners as required by law. The planning commission gave everyone at the hearing an opportunity to speak and present written statements. The council also considered reports and recommendations from the city staff. The planning commission recommended that the city council approve this variance.
2. On July 14, 2014, the city council considered the recommendations of city staff and the planning commission and the testimony of persons present at the meeting.

NOW, THEREFORE, BE IT RESOLVED that the city council approve the above-described variances since:

1. The proposed variance would be in harmony with the intent of the ordinance. With a 350 foot separation from a residential property, the code attempts to buffer auto sales activities from residents. In this case, there would be no outdoor car sales or displays, to eliminate any neighborhood impact.
2. The use would be consistent with the comprehensive plan since it is classified commercial and auto sales are a commercial activity.
3. There are practical difficulties in complying with the ordinance. The existing building is closer than 350 feet to the nearest residentially zoned property. This proximity is nothing the applicant can control. This "practical difficulty" is being addressed by the applicant by operating his used car sales business inside the building. Other than test drives, there would be no impact on the neighborhood. The residential district to the north, furthermore, is almost fully screened by mature trees from this commercial property.

The Maplewood City Council approved this resolution on July 14, 2014.

Seconded by Councilmember Juenemann

Ayes – Mayor Slawik, Council Members
Abrams, Juenemann and
Koppen

Abstain – Councilmember Cardinal

The motion passed.

5. Approval of Terra General Contracting as Construction Manager, East Metro Public Safety Training Center, City Project 09-09

Public Works Director/City Engineer Thompson gave the staff report. Fire Chief Lukin gave additional information and answered questions of the council. Interim City Manager Coleman answered additional questions of the council.

Councilmember Juenemann moved to approve the Terra General Contracting as Construction Manager for the East Metro Public Safety Training Center, City Project 09-09 and authorize the City Manager to execute the agreement with Terra; minor changes are authorized as needed by the City Attorney.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

K. AWARD OF BIDS

None

L. VISITOR PRESENTATION

1. Tom Sinn, 345 Sophia

M. ADMINISTRATIVE PRESENTATIONS**1. Council Calendar Update**

Interim City Manager Coleman gave the update to the council calendar.

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

Citizen Services Director Guilfoile gave the update for the Fourth of July event.

N. COUNCIL PRESENTATIONS**1. Manager Search**

Councilmember Juenemann gave an update on the manager search.

2. National Night Out

Councilmember Juenemann reminded residents that National Night Out is Tuesday, August 5, 2014 and encourage everyone to participate.

3. Update on the Cable Commission

Councilmember Abrams gave an update on the Cable Commission and the meeting she attended last week.

4. Reopening of Keller Golf Course

Councilmember Abrams informed everyone of the reopening of Keller Golf Course event that will be taking place on Saturday, July 19, 2014.

5. Update on City Manager Meeting

Councilmember Abrams gave the report on the meeting she and Mayor Slawik had with Interim City Manager Coleman.

6. Committee Reports

Councilmember Cardinal complimented the Planning Commission on what a good job they do. He then reported on the Municipal Equipment Committee and Finance Committee he serves on. He requested a moment of silence for Ramsey-Washington Suburban Cable Commissioner Greg Donovan who passed away Thursday, July 10, 2014.

7. Ramsey County Fair

Councilmember Cardinal requested to have a report from Joe Fox on the Ramsey County Fair be added to the next council agenda.

8. Keller Phalen Park

Councilmember Cardinal remarked on the boardwalk that Ramsey County installed from Keller Lake to Phalen Lake.

9. Update on Regional Mayors Meeting

Mayor Slawik reported on Regional Mayors meeting she attended earlier in the day.

10. Gateway Corridor Commission

Mayor Slawik reported on the Gateway Corridor meeting she attended and the Guided Bus Way she was invited to visit in Los Angeles, CA.

O. ADJOURNMENT

Mayor Slawik adjourned the meeting at 10:00 p.m.

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MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Gayle Bauman, Finance Director
DATE: July 18, 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:

\$ 177,841.28	Checks #92827 thru # 92876 dated 07/01/14 thru 07/08/14
\$ 215,317.40	Disbursements via debits to checking account dated 06/30/14 thru 07/03/14
\$ 1,452,742.58	Checks # 92877 thru #92933 dated 07/10/14 thru 07/15/14
\$ 515,538.14	Disbursements via debits to checking account dated 07/07/14 thru 07/11/14
\$ 2,361,439.40	Total Accounts Payable

PAYROLL

\$ 539,282.80	Payroll Checks and Direct Deposits dated 06/20/14
\$ 640.00	Payroll Deduction check # 990073 thru # 990074 41823
\$ 539,922.80	Total Payroll
\$ 2,901,362.20	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

07/03/2014

Check	Date	Vendor	Description	Amount	
92827	07/01/2014	02464	US BANK	JULY 4TH PETTY CASH FOR CHANGE	300.00
92828	07/02/2014	05014	ICABOD PRODUCTIONS LLC	BAL DUE SOUND,LIGHTING & STAGE	1,150.00
92829	07/08/2014	00120	AQUA LOGIC INC	MCC POOL CHEMICALS	1,024.93
	07/08/2014	00120	AQUA LOGIC INC	MCC POOL PUMP PARTS	646.89
	07/08/2014	00120	AQUA LOGIC INC	MCC POOL PUMP PARTS	538.48
92830	07/08/2014	03988	JODI HALWEG	REIMB FOR TUITION & BOOKS 3/31-6/13	719.57
92831	07/08/2014	01085	MN LIFE INSURANCE	MONTHLY PREMIUM - JULY	3,065.25
92832	07/08/2014	01819	PAETEC	LOCAL PHONE SERVICE 05/15 - 06/14	704.40
	07/08/2014	01819	PAETEC	LOCAL PHONE SERVICE 04/15 - 05/14	700.76
92833	07/08/2014	01941	PATRICK TROPHIES	FLOOR HOCKEY MEDALS	175.50
92834	07/08/2014	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - JUNE 1 - 15	573.50
	07/08/2014	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - MAY 16 - 31	559.50
92835	07/08/2014	04339	MICHAEL STREFF	REIMB FOR WORKOUT SHOES 6/24	75.00
92836	07/08/2014	04845	TENNIS SANITATION LLC	RECYCLING FEE - JUNE	38,835.00
92837	07/08/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0371083	625.16
	07/08/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0371999	592.82
	07/08/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0264726	446.08
	07/08/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0264717	307.41
	07/08/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0328559	242.53
	07/08/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0282620	227.70
	07/08/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0380041	222.02
	07/08/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0395052	202.64
	07/08/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0373496	79.99
	07/08/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0349366	67.78
	07/08/2014	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 500-0264705	62.57
92838	07/08/2014	04192	TRANS-MEDIC	EMS BILLING - JUNE	3,727.20
92839	07/08/2014	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	24,432.93
	07/08/2014	01190	XCEL ENERGY	NEW STREET LIGHT 2568 GERANIUM	9,747.40
	07/08/2014	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	137.56
92840	07/08/2014	04848	AVESIS	MONTHLY PREMIUM - JULY	274.79
92841	07/08/2014	04419	LOUISE A. BEAMAN	REFS 2ND HALF SPRING VOLLEYBALL	275.00
92842	07/08/2014	01974	BLUE CROSS REFUNDS	REFUND FOR TRANS MEDIC XZ2384687	987.94
92843	07/08/2014	01865	DON BOWMAN	ASSIGNMENTS 2ND HALF SPRING VBALL	139.50
92844	07/08/2014	05365	JOHN PATRICK BURRELL	CHILDREN'S GARDEN COORDINATOR	500.00
92845	07/08/2014	03310	CDW GOVERNMENT INC	SMARTNET RENEWAL 2014-2015	9,891.16
92846	07/08/2014	05025	DIST 622 EDUCATION FOUNDATION	CHARITABLE GAMBLING GRANT AWARD	1,310.00
92847	07/08/2014	00003	ESCROW REFUND	ESCROW REL LODAHL 2343 BEAM AVE E	300.00
92848	07/08/2014	04846	HEALTH EAST	MEDICAL SUPPLIES	574.94
92849	07/08/2014	05055	HEALTH EAST	MEDICAL DIRECTION JAN - MAY	3,750.00
	07/08/2014	05055	HEALTH EAST	EMS CLASSES JAN - MAY	833.35
92850	07/08/2014	00644	HEALTHPARTNERS	MONTHLY PREMIUM - JULY	12,471.92
92851	07/08/2014	03538	PATRICK JAMES HUBBARD	REFS 2ND HALF SPRING VOLLEYBALL	275.00
92852	07/08/2014	00857	LEAGUE OF MINNESOTA CITIES	DIRECTORY OF MN CITY OFFICIALS	488.00
92853	07/08/2014	00993	MID-AMERICA BUSINESS SYSTEMS	SCANNING OF PLANNING FILES CYCLE 1	1,719.62
92854	07/08/2014	05356	NORTH SUBURBAN ACCESS CORP	VIDEOGRAPHER SRVS - MAY	961.40
92855	07/08/2014	02300	OAKDALE LOCKSMITHS	LOCK PARTS	32.50
92856	07/08/2014	00001	ONE TIME VENDOR	REFUND S SCHULTZ TRANS MEDIC	800.00
92857	07/08/2014	00001	ONE TIME VENDOR	REFUND M GOCKOWSKI TRANS MEDIC	97.55
92858	07/08/2014	00001	ONE TIME VENDOR	REFUND M ANDERSON TRANS MEDIC	90.44
92859	07/08/2014	00001	ONE TIME VENDOR	REFUND A REINERT TRANS MEDIC	88.61
92860	07/08/2014	00001	ONE TIME VENDOR	REFUND G TESCH TRANS MEDIC	84.39
92861	07/08/2014	00001	ONE TIME VENDOR	REFUND C SIGFORD TRANS MEDIC	79.17
92862	07/08/2014	00001	ONE TIME VENDOR	REFUND D BRADLEY TRANS MEDIC	25.00

92863	07/08/2014	01340	REGIONS HOSPITAL	MEDICAL SUPPLIES	99.68
92864	07/08/2014	02001	CITY OF ROSEVILLE	PHONE SERVICE - JUNE	2,353.75
92865	07/08/2014	03879	SANSIO	EMS FEES - JULY	738.67
92866	07/08/2014	04074	ELAINE SCHRADE	TAI CHI INSTRUCTION 5/28 - 7/30	226.80
92867	07/08/2014	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	1,566.32
92868	07/08/2014	01836	ST PAUL, CITY OF	WIRELESS/RMS SRVS MARCH - MAY	15,588.27
92869	07/08/2014	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - JUNE	3,943.20
92870	07/08/2014	03598	PAUL THEISEN	REIMB FOR MEALS & GAS 6/22-6/24	91.28
92871	07/08/2014	00529	UNION SECURITY INSURANCE CO	LTD PLAN 4043120-2 - JULY	3,298.38
	07/08/2014	00529	UNION SECURITY INSURANCE CO	STD PLAN 4043120-1 - JULY	2,558.43
92872	07/08/2014	04357	UNIVERSAL HOSPITAL SRVS, INC.	BIOMEDICAL SERVICE	225.00
92873	07/08/2014	03606	URBAN COMPANIES	ESCROW REL 2167 MAPLEWOOD DR N	3,013.67
92874	07/08/2014	00063	VERIZON WIRELESS	MONTHLY PMT 04/17 - 06/16	17,132.98
92875	07/08/2014	01764	TOM WESTLING	TENNIS INSTRUCTOR - SUMMER SESSION	539.00
92876	07/08/2014	05284	BOB WOSICK	REFS 2ND HALF SPRING VOLLEYBALL	225.00

50 Checks in this report.

177,841.28

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
6/30/2014	MN State Treasurer	Drivers License/Deputy Registrar	56,279.82
7/1/2014	MN State Treasurer	Drivers License/Deputy Registrar	26,881.05
7/1/2014	US Bank Merchant Services	Credit Card Billing fee	72.94
7/2/2014	MN State Treasurer	Drivers License/Deputy Registrar	49,115.08
7/2/2014	Pitney Bowes	Postage	2,985.00
7/3/2014	MN State Treasurer	Drivers License/Deputy Registrar	45,417.51
7/3/2014	ICMA (Vantagepointe)	Deferred Compensation	4,316.00
7/3/2014	ING - State Plan	Deferred Compensation	30,250.00
			215,317.40

*Detailed listing of VISA purchases is attached.

Check Register
City of Maplewood

07/10/2014

Check	Date	Vendor	Description	Amount	
92877	07/10/2014	00001	ONE TIME VENDOR	D DUCHARME CK REPLACE DD PAYROLL	51.72
92878	07/15/2014	05324	CHRISTIE BERNARDY	RETAINER FEE/ADD'L WORK - JUNE	1,500.00
92879	07/15/2014	05114	BOLTON & MENK, INC.	COUNTY RD B TRAIL PROJ 14-02 WO#10	20,921.50
	07/15/2014	05114	BOLTON & MENK, INC.	PROJ 12-09 ALIGNMENT, STAKING, OFFICE	9,938.00
	07/15/2014	05114	BOLTON & MENK, INC.	SSTS PERMIT FOR 1065 CENTURY AVE S	2,007.00
92880	07/15/2014	05028	ENERGY ALTERNATIVES SOLAR, LLC	CITY HALL SOLAR SYSTEM LEASE-JULY	397.00
	07/15/2014	05028	ENERGY ALTERNATIVES SOLAR, LLC	MCC SOLAR SYSTEM LEASE - JULY	369.00
92881	07/15/2014	01973	ERICKSON OIL PRODUCTS INC	CAR WASHES - JUNE	33.66
92882	07/15/2014	04944	HILLCREST VENTURES LLC	SUBWAY ORDERS - ADD'L APRIL & MAY	1,140.14
92883	07/15/2014	03597	MARY JO HOFMEISTER	REIMB FOR MILEAGE 5/20 - 6/26	13.72
92884	07/15/2014	00687	HUGO'S TREE CARE INC	TREE TRIMMING & TREE REMOVAL	3,925.00
92885	07/15/2014	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 12-14 PROF SRVS THRU 5/31	25,063.70
	07/15/2014	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 14-01 PROF SRVS THRU 5/31	5,057.48
	07/15/2014	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 5/31	1,143.47
92886	07/15/2014	00393	MN DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - JUNE 20232123035	11,136.20
92887	07/15/2014	05353	MANSFIELD OIL CO	CONTRACT GASOLINE - JULY	14,046.94
	07/15/2014	05353	MANSFIELD OIL CO	CONTRACT DIESEL - JULY	10,341.24
92888	07/15/2014	04193	MIDAMERICA AUCTIONS, INC.	FORFEITED VEHICLE STORAGE - FEB	2,825.00
	07/15/2014	04193	MIDAMERICA AUCTIONS, INC.	FORFEITED VEHICLE STORAGE - MARCH	2,675.00
	07/15/2014	04193	MIDAMERICA AUCTIONS, INC.	FORFEITED VEHICLE STORAGE - JAN	2,625.00
92889	07/15/2014	01409	S E H	MCC AQUATIC CENTER HVAC SYSTEM	2,971.20
	07/15/2014	01409	S E H	MCC ASSET MGMT ASSESSMENT	2,275.00
	07/15/2014	01409	S E H	PROJ 14-04 ENGINEERING STANDARDS	887.61
	07/15/2014	01409	S E H	PROJ 11-19 2011 FLOOD RESPONSE PH 1	868.93
	07/15/2014	01409	S E H	PROJ 13-11 CARMAX - MISC SRVS	235.62
92890	07/15/2014	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS ~	3,276.36
92891	07/15/2014	01190	XCEL ENERGY	ELECTRIC UTILITY	14,695.38
	07/15/2014	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	5,766.08
	07/15/2014	01190	XCEL ENERGY	ELECTRIC UTILITY	75.69
	07/15/2014	01190	XCEL ENERGY	ELECTRIC UTILITY	48.22
92892	07/15/2014	02947	A A METCALF MOVING STORAGE CO	REIMB FOR SEWER LINE SRVS	3,540.00
92893	07/15/2014	02287	ANDRUS INVESTMENT	ESCROW REL PROJ 07-12 POND OL	7,482.30
92894	07/15/2014	04047	ASHLAND PRODUCTIONS	PIP JAZZ SOUND TECH 05/03 MCC	50.00
92895	07/15/2014	03738	CHARLES E. BETHEL	ATTORNEY SRVS FEES/RENT - AUGUST	6,700.00
92896	07/15/2014	05234	BOLER EXPRESS CAR WASH	CAR WASHES - JUNE	27.88
92897	07/15/2014	04862	BRKW APPRAISALS, INC.	PROJ 09-08 APPRAISAL 4 PROPERTIES	7,500.00
92898	07/15/2014	05369	CINTAS CORPORATION #470	CLEANING CHEMICALS	90.80
92899	07/15/2014	03874	COMMERCIAL FURNITURE SERVICES	LOCK CORES FOR PDEP	32,799.22
	07/15/2014	03874	COMMERCIAL FURNITURE SERVICES	OFFICE FURNITURE OFFICE 329 PDEP	4,774.03
	07/15/2014	03874	COMMERCIAL FURNITURE SERVICES	LOCK CORES FOR PDEP	100.07
92900	07/15/2014	03529	GREYSTONE CONSTRUCTION CO	ANNUAL INSPECTION OF SALT SHED	400.00
92901	07/15/2014	05367	HASTING CO-OP CREAMERY	MALTS FOR MEMBER APPRECIATION	75.00
92902	07/15/2014	05368	HEALTHEAST VEHICLE SERVICES	NEW SQUAD BUILD - SQUAD 954	9,197.34
92903	07/15/2014	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#24	4,344.07
92904	07/15/2014	00983	METRO SALES INC	LEASE PMT 6/15 - 7/15	453.00
92905	07/15/2014	00986	METROPOLITAN COUNCIL	MONTHLY SAC - JUNE	4,920.30
92906	07/15/2014	01195	NORTHWEST CHAPTER FBI/NAA	TRAINING CONFERENCE REGISTRATION	175.00
92907	07/15/2014	00001	ONE TIME VENDOR	REFUND E BARRETT MEMBERSHIP	490.30
92908	07/15/2014	00001	ONE TIME VENDOR	REFUND B MADSEN TRANS MEDIC	300.00
92909	07/15/2014	00001	ONE TIME VENDOR	REFUND D MAURER SKATEBOARD CAMP	185.00
92910	07/15/2014	00001	ONE TIME VENDOR	REIMB B GRAF TURF RESTORATION	146.01
92911	07/15/2014	00001	ONE TIME VENDOR	REFUND E POTTS TRANS MEDIC	96.34
92912	07/15/2014	00001	ONE TIME VENDOR	REFUND P DONOFRI TRANS MEDIC	90.86

92913	07/15/2014	00001	ONE TIME VENDOR	REFUND M KROLL TRANS MEDIC	89.89
92914	07/15/2014	00001	ONE TIME VENDOR	REFUND N SWANNER TRANS MEDIC	82.93
92915	07/15/2014	00001	ONE TIME VENDOR	GERMUNDSON/PANSCH - PREF ONE	80.00
92916	07/15/2014	00001	ONE TIME VENDOR	REFUND V SCHREINER TRANS MEDIC	78.53
92917	07/15/2014	00001	ONE TIME VENDOR	REFUND D ANDERSON TRANS MEDIC	76.06
92918	07/15/2014	00001	ONE TIME VENDOR	REFUND S WOODBURY MEMBERSHIP	62.85
92919	07/15/2014	00001	ONE TIME VENDOR	REIMB H DOUGLAS TURF RESTORATION	48.29
92920	07/15/2014	00001	ONE TIME VENDOR	REFUND L BARTHOL MEMBERSHIP	46.78
92921	07/15/2014	00001	ONE TIME VENDOR	MAPLEWOOD MALL OVERCHG	24.50
92922	07/15/2014	00001	ONE TIME VENDOR	REFUND D ELIASON PHOTO CLASS	20.00
92923	07/15/2014	02270	PALDA & SONS INC	PROJ 12-09 ARKWRIGHT-SUNRISE PMT#2	657,017.18
92924	07/15/2014	04276	PARTNERS IN EDUCATION INC	CARTOONING INST EVENING 3/27 - 5/1	510.00
	07/15/2014	04276	PARTNERS IN EDUCATION INC	CARTOONING INST SAT 3/29 - 5/3	357.00
92925	07/15/2014	05167	PYROTECHNIC DISPLAY, INC.	FIREWORKS DISPLAY FOR JULY 4TH	15,000.00
92926	07/15/2014	01359	REGAL AUTO WASH BILLING	VEHICLE WASHES - JUNE	46.62
92927	07/15/2014	05338	REPUBLIC SERVICES #923	DUMPSTER & WASTE REMOVAL - JULY	1,260.82
92928	07/15/2014	05366	SCHURCON INC.	STORM SEWER REPAIR 3056 COTTAGE LN	9,851.46
92929	07/15/2014	00198	ST PAUL REGIONAL WATER SRVS	FINAL BILL 2228 MAPLEWOOD DR	438.45
	07/15/2014	00198	ST PAUL REGIONAL WATER SRVS	METER INSTALL & WATER SERVICE	91.13
92930	07/15/2014	03826	STERNBERG LIGHTING, INC	REPLACE TWIN POLE KENNARD & LEGACY	5,416.00
92931	07/15/2014	05342	TERRA GERERAL CONTRACTORS	PROJ 12-14 FIRE DEPT SOUTH PMT#5	335,668.41
92932	07/15/2014	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - JUNE	325.00
92933	07/15/2014	05220	WEBER, INC.	PROJ 09-09 EMPSTC PMT#7	195,902.30

57 Checks in this report.

1,452,742.58

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement Date	Payee	Description	Amount
7/7/2014	MN State Treasurer	Drivers License/Deputy Registrar	49,586.97
7/7/2014	US Bank VISA One Card*	Purchasing card items	60,362.89
7/7/2014	Optum Health	DCRP & Flex plan payments	65.29
7/7/2014	U.S. Treasurer	Federal Payroll Tax	102,970.08
7/7/2014	P.E.R.A.	P.E.R.A.	94,391.69
7/7/2014	ICMA (Vantagepointe)	Retiree Health Savings	6,259.71
7/7/2014	MN Dept of Natural Resources	DNR electronic licenses	1,122.50
7/8/2014	MN State Treasurer	Drivers License/Deputy Registrar	49,053.94
7/8/2014	MidAmerica - ING	HRA Flex plan	13,598.45
7/8/2014	Labor Unions	Union Dues	2,114.90
7/8/2014	MN State Treasurer	State Payroll Tax	21,208.80
7/9/2014	MN State Treasurer	Drivers License/Deputy Registrar	24,820.57
7/10/2014	MN State Treasurer	Drivers License/Deputy Registrar	45,587.78
7/11/2014	MN State Treasurer	Drivers License/Deputy Registrar	36,208.89
7/11/2014	Optum Health	DCRP & Flex plan payments	6,273.18
7/11/2014	MN Dept of Natural Resources	DNR electronic licenses	1,912.50
			515,538.14

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
06/20/2014	06/23/2014	UNIFORMS UNLIMITED INC.	\$182.35	LONN BAKKE
06/20/2014	06/23/2014	UNIFORMS UNLIMITED INC.	\$53.99	LONN BAKKE
06/16/2014	06/18/2014	OFFICE DEPOT #1090	\$152.37	REGAN BEGGS
06/24/2014	06/26/2014	STILLWATER VETERINARY	\$70.00	BRIAN BIERDEMAN
06/24/2014	06/26/2014	DEGE GARDEN CENTER	\$4.81	OAKLEY BIESANZ
06/24/2014	06/26/2014	DEGE GARDEN CENTER	\$29.91	OAKLEY BIESANZ
06/25/2014	06/26/2014	MENARDS 3059	\$14.99	OAKLEY BIESANZ
06/13/2014	06/16/2014	BATTERIES PLUS #31	\$85.68	TROY BRINK
06/20/2014	06/23/2014	FASTENAL COMPANY01	\$27.30	TROY BRINK
06/20/2014	06/23/2014	WINNICK SUPPLY	\$73.94	TROY BRINK
06/20/2014	06/23/2014	WW GRAINGER	\$61.30	TROY BRINK
06/23/2014	06/24/2014	FASTENAL COMPANY01	\$87.57	TROY BRINK
06/25/2014	06/27/2014	SPECIALIZED ARMAMENT	\$164.95	DAN BUSACK
06/18/2014	06/19/2014	EMERGENCY AUTOMOTIVE	\$190.40	JOHN CAPISTRANT
06/21/2014	06/23/2014	SPORTSMANS GUIDE	\$89.99	JOHN CARNES
06/12/2014	06/16/2014	LODGE AT SUGAR LAKE	\$125.00	NICHOLAS CARVER
06/13/2014	06/16/2014	ACT*10KLAKES	\$130.00	NICHOLAS CARVER
06/13/2014	06/16/2014	MENARDS 3022	\$256.52	SCOTT CHRISTENSON
06/19/2014	06/20/2014	BEARING DIST*	(\$4.63)	SCOTT CHRISTENSON
06/19/2014	06/20/2014	VIKING ELECTRIC-CREDIT DE	\$20.66	SCOTT CHRISTENSON
06/20/2014	06/24/2014	STATE SUPPLY	(\$339.78)	SCOTT CHRISTENSON
06/23/2014	06/24/2014	VIKING ELECTRIC-CREDIT DE	(\$40.45)	SCOTT CHRISTENSON
06/23/2014	06/24/2014	VIKING ELECTRIC-CREDIT DE	\$112.55	SCOTT CHRISTENSON
06/24/2014	06/25/2014	VIKING ELECTRIC-CREDIT DE	\$15.77	SCOTT CHRISTENSON
06/24/2014	06/25/2014	VIKING ELECTRIC-CREDIT DE	\$490.89	SCOTT CHRISTENSON
06/27/2014	06/27/2014	KELE, INC	\$297.79	SCOTT CHRISTENSON
06/16/2014	06/17/2014	ICMA	\$998.40	MELINDA COLEMAN
06/25/2014	06/27/2014	APS, A TRIMBLE CO	\$59.85	KERRY CROTTY
06/13/2014	06/16/2014	THE HOME DEPOT 2810	\$38.96	CHARLES DEAVER
06/15/2014	06/16/2014	MENARDS 3022	\$3.61	CHARLES DEAVER
06/25/2014	06/26/2014	MENARDS 3022	\$25.24	CHARLES DEAVER
06/26/2014	06/27/2014	MENARDS 3022	\$10.69	CHARLES DEAVER
06/18/2014	06/19/2014	UNIFORMS UNLIMITED INC.	\$413.45	RICHARD DOBLAR
06/21/2014	06/23/2014	TI *TASER INTL	\$468.00	RICHARD DOBLAR
06/25/2014	06/27/2014	KUSTOM SIGNALS, INC.	\$171.13	RICHARD DOBLAR
06/16/2014	06/17/2014	MINNESOTA ELEVATOR INC	\$696.46	TOM DOUGLASS
06/19/2014	06/20/2014	STATE SUPPLY	\$94.44	TOM DOUGLASS
06/19/2014	06/20/2014	SECOA	\$1,609.13	TOM DOUGLASS
06/19/2014	06/20/2014	SECOA	\$858.20	TOM DOUGLASS
06/20/2014	06/23/2014	CUSTOM REFRIGERATION	\$1,693.14	TOM DOUGLASS
06/23/2014	06/24/2014	STATE SUPPLY	\$162.40	TOM DOUGLASS
06/23/2014	06/24/2014	STATE SUPPLY	\$76.23	TOM DOUGLASS
06/26/2014	06/27/2014	NATIONALTOOLWAREHOU	\$28.68	TOM DOUGLASS
06/26/2014	06/27/2014	CAN*CANONBUSSOL CBS	\$101.22	JOHN DUCHARME
06/15/2014	06/16/2014	KNOWLAN'S MARKET #2	\$12.41	PAUL E EVERSON
06/16/2014	06/18/2014	THE HOME DEPOT 2801	\$159.88	SHANN FINWALL
06/24/2014	06/26/2014	WIRELESS ZONE #662	\$39.99	SHANN FINWALL
06/14/2014	06/17/2014	AR 500 ARMOR	\$182.00	MARCUS FORSYTHE
06/15/2014	06/17/2014	SKD TACTICAL	\$300.99	MARCUS FORSYTHE
06/16/2014	06/17/2014	AT SCENE LLC	\$651.00	MYCHAL FOWLDS
06/21/2014	06/23/2014	COMCAST CABLE COMM	\$54.00	MYCHAL FOWLDS
06/23/2014	06/24/2014	B & H PHOTO-VIDEO.COM	\$1,299.00	MYCHAL FOWLDS
06/23/2014	06/25/2014	THE HOME DEPOT 2801	\$2,500.96	MYCHAL FOWLDS
06/17/2014	06/17/2014	AMAZON.COM	\$115.00	NICK FRANZEN

06/17/2014	06/18/2014	AMAZON.COM	\$271.67	NICK FRANZEN
06/17/2014	06/18/2014	AMAZON.COM	\$39.92	NICK FRANZEN
06/18/2014	06/18/2014	AMAZON.COM	\$735.96	NICK FRANZEN
06/24/2014	06/25/2014	HP DIRECT-PUBLICSECTOR	\$4,095.00	NICK FRANZEN
06/13/2014	06/16/2014	UNIFORMS UNLIMITED INC.	\$244.80	ANTHONY GABRIEL
06/25/2014	06/26/2014	MN ST IAP ADM PMD PARK	\$3.50	VIRGINIA GAYNOR
06/20/2014	06/23/2014	BLUE RIBBON BAIT & TACKLE	\$15.45	CAROLE GERNES
06/17/2014	06/19/2014	PLASTICPRINTERS.COM	\$536.70	JEAN GLASS
06/19/2014	06/20/2014	FIRST SHRED	\$15.00	JEAN GLASS
06/20/2014	06/23/2014	NIHCA	\$89.00	JEAN GLASS
06/24/2014	06/25/2014	PRAIRIE MOON	\$53.44	JAN GREW HAYMAN
06/25/2014	06/25/2014	AMAZON MKTPLACE PMTS	\$22.24	JAN GREW HAYMAN
06/25/2014	06/26/2014	AMAZON.COM	\$14.26	JAN GREW HAYMAN
06/26/2014	06/27/2014	USPS 26833800033400730	\$2.50	JAN GREW HAYMAN
06/16/2014	06/17/2014	HENRIKSEN ACE HARDWARE	\$10.07	MARK HAAG
06/16/2014	06/17/2014	HENRIKSEN ACE HARDWARE	\$4.79	MARK HAAG
06/16/2014	06/17/2014	HEJNY RENTAL INC	\$35.97	MARK HAAG
06/23/2014	06/24/2014	MENARDS 3059	\$4.60	MARK HAAG
06/23/2014	06/24/2014	JOHN DEERE LANDSCAPES530	\$286.68	MILES HAMRE
06/24/2014	06/25/2014	JOHN DEERE LANDSCAPES530	\$80.87	MILES HAMRE
06/13/2014	06/16/2014	HENRIKSEN ACE HARDWARE	\$7.44	TAMARA HAYS
06/13/2014	06/16/2014	HENRIKSEN ACE HARDWARE	\$5.97	TAMARA HAYS
06/19/2014	06/23/2014	GRUBERS POWER EQUIPMENT	\$22.58	GARY HINNENKAMP
06/17/2014	06/18/2014	ARC*SERVICES/TRAINING	\$19.00	RON HORWATH
06/17/2014	06/18/2014	ARC*SERVICES/TRAINING	\$27.00	RON HORWATH
06/17/2014	06/18/2014	ARC*SERVICES/TRAINING	\$243.00	RON HORWATH
06/17/2014	06/18/2014	ARC*SERVICES/TRAINING	\$216.00	RON HORWATH
06/20/2014	06/23/2014	COMCAST CABLE COMM	\$83.89	RON HORWATH
06/23/2014	06/23/2014	COMCAST CABLE COMM	\$326.32	RON HORWATH
06/12/2014	06/16/2014	KMART 7106	\$131.00	ANN HUTCHINSON
06/13/2014	06/16/2014	KMART 7106	(\$79.24)	ANN HUTCHINSON
06/13/2014	06/16/2014	RAINBOW FOODS 00088526	\$20.47	ANN HUTCHINSON
06/17/2014	06/18/2014	KNOWLAN'S MARKET #2	\$5.98	ANN HUTCHINSON
06/18/2014	06/19/2014	PAWFLECTION	\$8.02	ANN HUTCHINSON
06/20/2014	06/23/2014	SCIENCE MUSEUM OF MN	\$12.95	ANN HUTCHINSON
06/16/2014	06/17/2014	TARGET 00011858	\$45.57	DAVID JAHN
06/16/2014	06/18/2014	THE HOME DEPOT 2801	\$30.96	DAVID JAHN
06/18/2014	06/19/2014	DAVIS LOCK & SAFE	\$17.41	DAVID JAHN
06/19/2014	06/20/2014	DALCO ENTERPRISES, INC	\$229.68	DAVID JAHN
06/24/2014	06/25/2014	DALCO ENTERPRISES, INC	\$1,093.00	DAVID JAHN
06/25/2014	06/26/2014	DAVIS LOCK & SAFE	\$12.30	DAVID JAHN
06/18/2014	06/20/2014	THE HOME DEPOT 2801	\$39.08	KEVIN JOHNSON
06/19/2014	06/20/2014	HENRIKSEN ACE HARDWARE	\$3.20	KEVIN JOHNSON
06/26/2014	06/27/2014	MIKES LP GAS INC	\$18.00	DON JONES
06/15/2014	06/16/2014	CURTIS 1000 INC.	\$157.95	LOIS KNUTSON
06/19/2014	06/20/2014	FIRST SHRED	\$59.40	LOIS KNUTSON
06/20/2014	06/23/2014	COUNTRY INN BY CARLSON	\$93.28	LOIS KNUTSON
06/23/2014	06/24/2014	RAINBOW FOODS 00088617	\$9.35	LOIS KNUTSON
06/23/2014	06/24/2014	CHIPOTLE 0224	\$119.55	LOIS KNUTSON
06/13/2014	06/16/2014	WHITE BEAR AREA CHAMBE	\$540.00	DUWAYNE KONEWKO
06/25/2014	06/26/2014	MILLS FLEET FARM #2,700	\$11.76	JASON KREGER
06/13/2014	06/16/2014	COMCAST CABLE COMM	\$44.65	DAVID KVAM
06/16/2014	06/17/2014	UNIFORMS UNLIMITED INC.	\$633.02	DAVID KVAM
06/16/2014	06/17/2014	UNIFORMS UNLIMITED INC.	\$366.65	DAVID KVAM
06/17/2014	06/18/2014	SPARTAN PROMOTIONAL GRP	\$302.51	DAVID KVAM

06/26/2014	06/27/2014	DON'S PAINT & COLLISION	\$688.69	DAVID KVAM
06/23/2014	06/24/2014	UNIFORMS UNLIMITED INC.	\$131.99	SCOTT LANGNER
06/16/2014	06/18/2014	ASPEN MILLS INC.	\$16.00	STEVE LUKIN
06/16/2014	06/18/2014	MINNOCO *	\$3.03	STEVE LUKIN
06/20/2014	06/23/2014	REPUBLIC SERVICES TRASH	\$160.28	STEVE LUKIN
06/20/2014	06/23/2014	IN *EMERGENCY RESPONSE SO	\$618.95	STEVE LUKIN
06/24/2014	06/26/2014	ASPEN MILLS INC.	\$12.00	STEVE LUKIN
06/13/2014	06/16/2014	BOUND TREE MEDICAL LLC	\$47.94	MICHAEL MONDOR
06/13/2014	06/16/2014	BOUND TREE MEDICAL LLC	\$229.98	MICHAEL MONDOR
06/13/2014	06/16/2014	BOUND TREE MEDICAL LLC	\$1,238.07	MICHAEL MONDOR
06/24/2014	06/26/2014	BOUND TREE MEDICAL LLC	\$31.92	MICHAEL MONDOR
06/18/2014	06/19/2014	MENARDS 3022	\$13.92	JOHN NAUGHTON
06/20/2014	06/23/2014	THE HOME DEPOT 2801	\$54.90	JOHN NAUGHTON
06/26/2014	06/27/2014	AMAZON.COM	\$55.42	MICHAEL NYE
06/12/2014	06/16/2014	PERFORMANCE TRANSMISSI	\$112.74	STEVEN PRIEM
06/12/2014	06/16/2014	AN FORD WHITE BEAR LAK	\$210.00	STEVEN PRIEM
06/16/2014	06/17/2014	AN FORD WHITE BEAR LAK	\$71.23	STEVEN PRIEM
06/16/2014	06/17/2014	POLAR CHEVROLET MAZDA	\$271.12	STEVEN PRIEM
06/17/2014	06/18/2014	IN *NAAB SALES CORPORATIO	\$112.64	STEVEN PRIEM
06/17/2014	06/19/2014	TRI-STATE BOBCAT	\$580.74	STEVEN PRIEM
06/17/2014	06/19/2014	ZARNOTH BRUSH WORKS INC	\$458.00	STEVEN PRIEM
06/18/2014	06/19/2014	FASTENAL COMPANY01	\$17.22	STEVEN PRIEM
06/18/2014	06/19/2014	HENRIKSEN ACE HARDWARE	\$4.50	STEVEN PRIEM
06/18/2014	06/19/2014	AUTO PLUS LITTLE CANADA	\$126.60	STEVEN PRIEM
06/18/2014	06/19/2014	AN FORD WHITE BEAR LAK	\$47.55	STEVEN PRIEM
06/19/2014	06/20/2014	AUTO PLUS LITTLE CANADA	(\$19.49)	STEVEN PRIEM
06/19/2014	06/20/2014	FACTORY MTR PTS #1	\$431.44	STEVEN PRIEM
06/19/2014	06/20/2014	AUTO PLUS LITTLE CANADA	\$63.17	STEVEN PRIEM
06/19/2014	06/20/2014	AUTO PLUS LITTLE CANADA	\$359.04	STEVEN PRIEM
06/19/2014	06/20/2014	MILLS FLEET FARM #2,700	\$46.75	STEVEN PRIEM
06/20/2014	06/23/2014	FASTENAL COMPANY01	\$4.07	STEVEN PRIEM
06/20/2014	06/23/2014	AUTO PLUS LITTLE CANADA	\$34.61	STEVEN PRIEM
06/20/2014	06/23/2014	AN FORD WHITE BEAR LAK	\$98.65	STEVEN PRIEM
06/20/2014	06/23/2014	BAUER BUILT TIRE 18	\$821.64	STEVEN PRIEM
06/23/2014	06/24/2014	FACTORY MTR PTS #1	\$162.89	STEVEN PRIEM
06/23/2014	06/24/2014	AUTO PLUS LITTLE CANADA	\$43.79	STEVEN PRIEM
06/23/2014	06/24/2014	POLAR CHEVROLET MAZDA	\$226.50	STEVEN PRIEM
06/24/2014	06/25/2014	AN FORD WHITE BEAR LAK	\$462.74	STEVEN PRIEM
06/25/2014	06/26/2014	AUTO PLUS LITTLE CANADA	\$199.38	STEVEN PRIEM
06/25/2014	06/26/2014	AUTO PLUS LITTLE CANADA	\$45.12	STEVEN PRIEM
06/25/2014	06/26/2014	AN FORD WHITE BEAR LAK	\$387.00	STEVEN PRIEM
06/26/2014	06/27/2014	AUTO PLUS LITTLE CANADA	(\$257.07)	STEVEN PRIEM
06/26/2014	06/27/2014	AUTO PLUS LITTLE CANADA	\$9.79	STEVEN PRIEM
06/26/2014	06/27/2014	AUTO PLUS LITTLE CANADA	\$18.25	STEVEN PRIEM
06/26/2014	06/27/2014	CONTINENTAL RESEARCH COR	\$375.80	STEVEN PRIEM
06/26/2014	06/27/2014	AN FORD WHITE BEAR LAK	\$30.44	STEVEN PRIEM
06/26/2014	06/27/2014	MACQUEEN EQUIPMENT INC	\$130.32	STEVEN PRIEM
06/18/2014	06/19/2014	MENARDS 3022	\$1,285.44	KELLY PRINS
06/18/2014	06/19/2014	MENARDS 3059	\$17.08	KELLY PRINS
06/18/2014	06/20/2014	AVAC CORPORATION	\$6.04	KELLY PRINS
06/18/2014	06/20/2014	HOLIDAY STNSTORE 0440	\$20.05	KELLY PRINS
06/20/2014	06/23/2014	THE HOME DEPOT 2801	\$60.41	KELLY PRINS
06/20/2014	06/23/2014	WW GRAINGER	\$77.09	KELLY PRINS
06/23/2014	06/24/2014	MENARDS 3059	\$348.97	KELLY PRINS
06/25/2014	06/26/2014	BEST BUY MHT 0000109	\$26.77	KELLY PRINS

06/25/2014	06/26/2014	BESTBUYCOM655373038023	\$26.77	KELLY PRINS
06/25/2014	06/26/2014	STATE SUPPLY	\$43.89	KELLY PRINS
06/25/2014	06/26/2014	AMERICAN MUSICAL SUPPL	\$79.98	KELLY PRINS
06/12/2014	06/16/2014	MINNESOTA OCCUPATIONAL HE	\$1,107.00	TERRIE RAMEAUX
06/26/2014	06/27/2014	NOVACARE REHB/HEALT	\$440.00	TERRIE RAMEAUX
06/13/2014	06/16/2014	THE HOME DEPOT 2801	\$142.35	MICHAEL REILLY
06/17/2014	06/18/2014	HILLYARD INC MINNEAPOLIS	\$1,475.14	MICHAEL REILLY
06/20/2014	06/23/2014	DALCO ENTERPRISES, INC	\$401.26	MICHAEL REILLY
06/23/2014	06/24/2014	HILLYARD INC MINNEAPOLIS	\$147.02	MICHAEL REILLY
06/12/2014	06/16/2014	WATER GEAR INC.	\$133.99	LORI RESENDIZ
06/16/2014	06/18/2014	SUPREME AUDIO, INC	\$22.90	LORI RESENDIZ
06/20/2014	06/23/2014	MENARDS 3059	(\$10.61)	LORI RESENDIZ
06/20/2014	06/23/2014	PAYPAL *AERIALATES	\$499.00	LORI RESENDIZ
06/24/2014	06/25/2014	FITNESS WHOLESALE	\$104.00	LORI RESENDIZ
06/13/2014	06/16/2014	TARGET 00011858	\$171.44	AUDRA ROBBINS
06/14/2014	06/16/2014	CTC*CONSTANTCONTACT.COM	\$55.00	AUDRA ROBBINS
06/16/2014	06/18/2014	NATIONAL RECREATION &	\$100.00	AUDRA ROBBINS
06/19/2014	06/20/2014	TARGET 00011858	\$39.33	AUDRA ROBBINS
06/19/2014	06/20/2014	CUB FOODS #1599	\$7.20	AUDRA ROBBINS
06/19/2014	06/23/2014	OFFICE DEPOT #1090	\$58.98	AUDRA ROBBINS
06/23/2014	06/24/2014	WWW COMMED ISD622 ORG	\$2,892.00	AUDRA ROBBINS
06/23/2014	06/24/2014	WWW COMMED ISD622 ORG	\$867.00	AUDRA ROBBINS
06/26/2014	06/27/2014	HOLIDAY INN ELK RIVER	\$470.25	AUDRA ROBBINS
06/17/2014	06/18/2014	HEJNY RENTAL INC	\$125.34	ROBERT RUNNING
06/18/2014	06/19/2014	IN *EMERGENCY RESPONSE SO	\$275.79	ROBERT RUNNING
06/19/2014	06/20/2014	LTG POWER EQUIPMENT	\$3.93	ROBERT RUNNING
06/19/2014	06/23/2014	TRI-STATE BOBCAT	\$40.00	ROBERT RUNNING
06/23/2014	06/25/2014	TRI-STATE BOBCAT	\$235.00	ROBERT RUNNING
06/25/2014	06/26/2014	OAKDALE RENTAL CENTER	\$194.00	ROBERT RUNNING
06/26/2014	06/27/2014	OAKDALE RENTAL CENTER	\$194.00	ROBERT RUNNING
06/13/2014	06/16/2014	AT&T*BILL PAYMENT	\$10.52	DEB SCHMIDT
06/20/2014	06/23/2014	MN ST IAP ADM PMD PARK	\$1.75	DEB SCHMIDT
06/24/2014	06/25/2014	BANNERS.COM	\$94.68	DEB SCHMIDT
06/25/2014	06/26/2014	LILLIE SUBURBAN NEWSPAPE	\$1,670.25	DEB SCHMIDT
06/25/2014	06/26/2014	LILLIE SUBURBAN NEWSPAPE	\$76.50	DEB SCHMIDT
06/22/2014	06/24/2014	SIMONSON STATI10180024	\$40.85	PAUL SCHNELL
06/26/2014	06/27/2014	MENDOTA HGTS BP	\$53.55	PAUL SCHNELL
06/14/2014	06/16/2014	REPUBLIC SERVICES TRASH	\$713.85	SCOTT SCHULTZ
06/16/2014	06/17/2014	TRUGREEN # 5635	\$1,948.00	SCOTT SCHULTZ
06/17/2014	06/18/2014	TRUGREEN # 5635	\$3,438.00	SCOTT SCHULTZ
06/17/2014	06/18/2014	FLEXIBLE PIPE TOOL COMPAN	\$405.45	SCOTT SCHULTZ
06/17/2014	06/19/2014	ON SITE SANITATION INC	\$17.68	SCOTT SCHULTZ
06/18/2014	06/19/2014	FLEXIBLE PIPE TOOL COMPAN	\$639.40	SCOTT SCHULTZ
06/23/2014	06/25/2014	ON SITE SANITATION INC	\$1,430.00	SCOTT SCHULTZ
06/23/2014	06/25/2014	ON SITE SANITATION INC	\$55.00	SCOTT SCHULTZ
06/17/2014	06/19/2014	A-1 LAUNDRY	\$34.60	CAITLIN SHERRILL
06/25/2014	06/26/2014	BULK CANDY STORE-M	\$303.96	CAITLIN SHERRILL
06/18/2014	06/19/2014	THOMSON WEST*TCD	\$321.41	MICHAEL SHORTREED
06/26/2014	06/27/2014	BATTERIES PLUS #31	\$33.73	MICHAEL SHORTREED
06/20/2014	06/23/2014	USPS 26833800033400730	\$13.58	CHRISTINE SOUTTER
06/12/2014	06/16/2014	LODGE AT SUGAR LAKE	\$125.00	DAVID SWAN
06/13/2014	06/16/2014	ACT*10KLAKES	\$130.00	DAVID SWAN
06/14/2014	06/16/2014	STREICHER'S MO	\$44.98	BRIAN TAUZELL
06/17/2014	06/18/2014	ATK BLACKHAWK	\$140.90	BRIAN TAUZELL
06/16/2014	06/17/2014	PAYPAL *PLAQUES	\$59.95	JAMES TAYLOR

06/19/2014	06/20/2014	FASTSIGNS OF MAPLEWOOD	\$40.18	JAMES TAYLOR
06/25/2014	06/26/2014	OAKDALE RENTAL CENTER	\$194.00	TODD TEVLIN
06/24/2014	06/25/2014	UNIFORMS UNLIMITED INC.	\$528.34	PAUL THIENES
06/17/2014	06/18/2014	MENARDS 3059	\$4.27	SUSAN ZWIEG
			\$60,362.89	

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

<u>CHECK #</u>	<u>CHEC</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
07/03/14		ABRAMS, MARYLEE	448.23
07/03/14		CARDINAL, ROBERT	448.23
07/03/14		JUENEMANN, KATHLEEN	448.23
07/03/14		KOPPEN, MARVIN	448.23
07/03/14		SLAWIK, NORA	509.26
07/03/14		AHL, R. CHARLES	5,959.43
07/03/14		COLEMAN, MELINDA	5,695.68
07/03/14		KNUTSON, LOIS	2,397.06
07/03/14		KANTRUD, HUGH	184.62
07/03/14		CHRISTENSON, SCOTT	2,228.95
07/03/14		FARR, LARRY	6,259.71
07/03/14		JAHN, DAVID	2,260.54
07/03/14		BURLINGAME, SARAH	244.66
07/03/14		RAMEAUX, THERESE	3,192.53
07/03/14		BAUMAN, GAYLE	5,052.91
07/03/14		ANDERSON, CAROLE	1,209.72
07/03/14		DEBILZAN, JUDY	1,441.04
07/03/14		JACKSON, MARY	2,219.30
07/03/14		KELSEY, CONNIE	2,705.98
07/03/14		RUEB, JOSEPH	2,999.40
07/03/14		ARNOLD, AJLA	1,781.23
07/03/14		BEGGS, REGAN	1,663.73
07/03/14		GUILFOILE, KAREN	4,742.41
07/03/14		SCHMIDT, DEBORAH	3,158.62
07/03/14		SPANGLER, EDNA	1,190.51
07/03/14		LARSON, MICHELLE	1,821.48
07/03/14		MECHELKE, SHERRIE	1,190.52
07/03/14		MOY, PAMELA	1,587.35
07/03/14		OSTER, ANDREA	1,991.11
07/03/14		RICHTER, CHARLENE	1,082.03
07/03/14		SCHOENECKER, LEIGH	1,803.39
07/03/14		VITT, SANDRA	1,032.11
07/03/14		WEAVER, KRISTINE	2,459.40
07/03/14		CORCORAN, THERESA	1,984.19
07/03/14		KVAM, DAVID	4,390.71
07/03/14		PALANK, MARY	1,988.80
07/03/14		SCHNELL, PAUL	4,840.36
07/03/14		SHORTREED, MICHAEL	4,266.69
07/03/14		SVENDSEN, JOANNE	2,194.22
07/03/14		THOMFORDE, FAITH	1,720.19
07/03/14		WYLIE, TAMMY	512.01

07/03/14	ZAPPA, ANDREW	488.97
07/03/14	ABEL, CLINT	3,066.44
07/03/14	ALDRIDGE, MARK	3,554.54
07/03/14	BAKKE, LONN	3,289.96
07/03/14	BARTZ, PAUL	3,345.76
07/03/14	BELDE, STANLEY	3,137.13
07/03/14	BENJAMIN, MARKESE	2,943.89
07/03/14	BIERDEMAN, BRIAN	3,894.32
07/03/14	BUSACK, DANIEL	3,808.65
07/03/14	CARNES, JOHN	2,562.02
07/03/14	CROTTY, KERRY	3,757.62
07/03/14	DEMULLING, JOSEPH	3,391.55
07/03/14	DOBLAR, RICHARD	4,177.10
07/03/14	DUGAS, MICHAEL	5,224.82
07/03/14	ERICKSON, VIRGINIA	3,318.01
07/03/14	FORSYTHE, MARCUS	2,841.05
07/03/14	FRITZE, DEREK	3,283.47
07/03/14	GABRIEL, ANTHONY	3,725.20
07/03/14	HAWKINSON JR, TIMOTHY	3,106.61
07/03/14	HER, PHENG	2,943.89
07/03/14	HIEBERT, STEVEN	3,453.93
07/03/14	HOEMKE, MICHAEL	2,113.86
07/03/14	HOFMEISTER, TIMOTHY	496.00
07/03/14	JASKOWIAK, AMANDA	480.00
07/03/14	JOHNSON, KEVIN	4,084.79
07/03/14	KONG, TOMMY	3,095.09
07/03/14	KREKELER, NICHOLAS	992.12
07/03/14	KROLL, BRETT	3,222.14
07/03/14	LANGNER, SCOTT	3,228.28
07/03/14	LANGNER, TODD	3,172.48
07/03/14	LU, JOHNNIE	559.66
07/03/14	LYNCH, KATHERINE	3,111.30
07/03/14	MARINO, JASON	3,292.64
07/03/14	MARTIN, JERROLD	3,447.23
07/03/14	MCCARTY, GLEN	3,615.55
07/03/14	METRY, ALESIA	3,800.86
07/03/14	MICHELETTI, BRIAN	2,086.51
07/03/14	MULVIHILL, MARIA	2,003.97
07/03/14	NYE, MICHAEL	3,737.40
07/03/14	OLDING, PARKER	2,599.33
07/03/14	OLSON, JULIE	3,066.44
07/03/14	PARKER, JAMES	2,841.05
07/03/14	REZNY, BRADLEY	4,364.82
07/03/14	RHUDE, MATTHEW	3,060.46
07/03/14	SCHOEN, ZACHARY	2,150.49
07/03/14	SLATER, BENJAMIN	2,104.83
07/03/14	STEINER, JOSEPH	3,226.64
07/03/14	SYPNIEWSKI, WILLIAM	3,226.64
07/03/14	TAUZELL, BRIAN	3,025.25
07/03/14	THEISEN, PAUL	3,172.48
07/03/14	THIENES, PAUL	4,022.35
07/03/14	VANG, PAM	360.00

07/03/14	WENZEL, JAY	3,236.09
07/03/14	XIONG, KAO	3,066.44
07/03/14	ANDERSON, BRIAN	321.56
07/03/14	BAHL, DAVID	470.73
07/03/14	BASSETT, BRENT	340.47
07/03/14	BAUMAN, ANDREW	2,851.63
07/03/14	BEITLER, NATHAN	725.12
07/03/14	BOURQUIN, RON	924.60
07/03/14	CAPISTRANT, JOHN	764.93
07/03/14	CONCHA, DANIEL	201.77
07/03/14	COREY, ROBERT	403.54
07/03/14	CRAWFORD - JR, RAYMOND	2,426.37
07/03/14	DABRUZZI, THOMAS	2,625.29
07/03/14	DAWSON, RICHARD	3,326.39
07/03/14	EVERSON, PAUL	3,399.68
07/03/14	HAGEN, MICHAEL	453.97
07/03/14	HALE, JOSEPH	375.11
07/03/14	HALWEG, JODI	2,917.64
07/03/14	HAWTHORNE, ROCHELLE	3,998.73
07/03/14	HUTCHINSON, JAMES	875.25
07/03/14	IMM, TRACY	529.64
07/03/14	KANE, ROBERT	411.89
07/03/14	KARRAS, JAMIE	302.64
07/03/14	KERSKA, JOSEPH	936.29
07/03/14	KONDER, RONALD	627.35
07/03/14	KUBAT, ERIC	2,841.22
07/03/14	LINDER, TIMOTHY	2,920.86
07/03/14	LOCHEN, MICHAEL	285.78
07/03/14	MILLER, LADD	551.63
07/03/14	MILLER, NICHOLAS	706.19
07/03/14	MILLER, RACHEL	491.81
07/03/14	MONDOR, MICHAEL	3,731.87
07/03/14	MONSON, PETER	170.24
07/03/14	NEILY, STEVEN	18.92
07/03/14	NIELSEN, KENNETH	220.65
07/03/14	NOVAK, JEROME	3,270.65
07/03/14	NOWICKI, PAUL	933.17
07/03/14	OLSON, JAMES	2,905.25
07/03/14	O'NEILL, KEVIN	378.31
07/03/14	OPHEIM, JOHN	540.60
07/03/14	PACHECO, ALPHONSE	649.43
07/03/14	PETERSON, MARK	397.18
07/03/14	PETERSON, ROBERT	3,022.11
07/03/14	POWERS, KENNETH	794.45
07/03/14	RAINEY, JAMES	1,043.51
07/03/14	RANK, PAUL	926.85
07/03/14	RICE, CHRISTOPHER	875.26
07/03/14	RODRIGUEZ, ROBERTO	460.26
07/03/14	SEDLACEK, JEFFREY	2,843.32
07/03/14	STREFF, MICHAEL	3,031.02
07/03/14	SVENDSEN, RONALD	3,196.04
07/03/14	TRACY, DANIEL	151.32

07/03/14	GERVAIS-JR, CLARENCE	4,157.26
07/03/14	LUKIN, STEVEN	4,815.66
07/03/14	ZWIEG, SUSAN	1,780.44
07/03/14	CORTESI, LUANNE	1,811.22
07/03/14	SINDT, ANDREA	2,480.20
07/03/14	BRINK, TROY	2,459.39
07/03/14	BUCKLEY, BRENT	2,289.48
07/03/14	DEBILZAN, THOMAS	2,250.99
07/03/14	EDGE, DOUGLAS	2,210.60
07/03/14	JONES, DONALD	2,243.29
07/03/14	MEISSNER, BRENT	2,217.79
07/03/14	NAGEL, BRYAN	3,702.80
07/03/14	OSWALD, ERICK	2,668.16
07/03/14	RUIZ, RICARDO	1,765.79
07/03/14	RUNNING, ROBERT	3,010.10
07/03/14	TEVLIN, TODD	2,248.99
07/03/14	BUI, EVAN	1,008.00
07/03/14	BURLINGAME, NATHAN	2,299.20
07/03/14	DUCHARME, JOHN	2,859.20
07/03/14	ENGSTROM, ANDREW	4,034.20
07/03/14	JAROSCH, JONATHAN	3,134.61
07/03/14	LINDBLOM, RANDAL	2,861.52
07/03/14	LOVE, STEVEN	3,852.46
07/03/14	THOMPSON, MICHAEL	4,983.41
07/03/14	ZIEMAN, SCOTT	1,096.00
07/03/14	JANASZAK, MEGHAN	1,720.19
07/03/14	KONEWKO, DUWAYNE	4,803.18
07/03/14	DELISLE JR, JACQUES	672.00
07/03/14	HAMRE, MILES	1,730.40
07/03/14	HAYS, TAMARA	1,594.75
07/03/14	HINNENKAMP, GARY	2,644.32
07/03/14	NAUGHTON, JOHN	2,240.99
07/03/14	NORDQUIST, RICHARD	788.52
07/03/14	PURVES, JUSTIN	1,676.75
07/03/14	RANWEILER, GABRIEL	704.00
07/03/14	SALCHOW, CONNOR	741.60
07/03/14	BIESANZ, OAKLEY	1,631.77
07/03/14	DEAVER, CHARLES	850.83
07/03/14	GERNES, CAROLE	582.25
07/03/14	HAYMAN, JANET	982.77
07/03/14	HUTCHINSON, ANN	2,762.98
07/03/14	SOUTTER, CHRISTINE	624.75
07/03/14	WACHAL, KAREN	169.59
07/03/14	GAYNOR, VIRGINIA	3,383.30
07/03/14	KROLL, LISA	2,024.19
07/03/14	YOUNG, TAMELA	2,144.99
07/03/14	EKSTRAND, THOMAS	3,984.62
07/03/14	FINWALL, SHANN	3,371.40
07/03/14	MARTIN, MICHAEL	2,939.39
07/03/14	BRASH, JASON	2,696.99
07/03/14	CARVER, NICHOLAS	3,628.62
07/03/14	SWAN, DAVID	2,884.99

07/03/14	SWANSON, CHRIS	1,827.39
07/03/14	WEIDNER, JAMES	1,440.00
07/03/14	WELTI, ANDREW	300.00
07/03/14	WELLENS, MOLLY	1,836.60
07/03/14	BJORK, BRANDON	1,933.50
07/03/14	BRENEMAN, NEIL	2,483.79
07/03/14	COLE, BENJAMIN	612.00
07/03/14	GORACKI, GERALD	49.88
07/03/14	KONG, KATELYNE	42.00
07/03/14	LARSON, KATELYN	622.06
07/03/14	LARSON, TRISTA	429.00
07/03/14	ROBBINS, AUDRA	3,473.33
07/03/14	ROBBINS, CAMDEN	215.00
07/03/14	RUSS, KAYLA	94.50
07/03/14	RYCHLICKI, NICHOLE	720.00
07/03/14	SLAWIK, VICTORIA	170.00
07/03/14	TAYLOR, JAMES	3,149.54
07/03/14	VUKICH, CANDACE	648.00
07/03/14	ADAMS, DAVID	2,100.01
07/03/14	HAAG, MARK	2,594.63
07/03/14	ORE, JORDAN	1,765.79
07/03/14	SCHULTZ, SCOTT	3,487.37
07/03/14	WILBER, JEFFREY	1,684.19
07/03/14	EVANS, CHRISTINE	1,537.39
07/03/14	GLASS, JEAN	2,216.16
07/03/14	HAUBLE, AMANDA	89.25
07/03/14	HOFMEISTER, MARY	1,181.68
07/03/14	KELLEY, CAITLIN	1,027.29
07/03/14	KULHANEK-DIONNE, ANN	529.50
07/03/14	MEYER, SASHA	1,713.76
07/03/14	PELOQUIN, PENNYE	620.83
07/03/14	SKRYPEK, JOSHUA	197.50
07/03/14	SMITH, CORTNEY	285.01
07/03/14	ST SAUVER, CRAIG	294.50
07/03/14	STAHLMANN, ELLEN	212.50
07/03/14	VUE, LOR PAO	155.13
07/03/14	AICHELE, MEGAN	161.26
07/03/14	AKEY, SHELLEY	81.00
07/03/14	ANDERSON, JOSHUA	657.63
07/03/14	BAETZOLD, CLAIRE	36.75
07/03/14	BAETZOLD, SETH	145.38
07/03/14	BAUDE, JANE	40.15
07/03/14	BAUDE, SARAH	78.64
07/03/14	BEAR, AMANDA	47.25
07/03/14	BERGLUND, ERIK	181.25
07/03/14	BESTER, MICHAEL	103.50
07/03/14	BORCHERT, JONATHAN	93.50
07/03/14	BUCKLEY, BRITTANY	612.50
07/03/14	BUTLER, ANGELA	36.00
07/03/14	CORCORAN, JOSHUA	270.00
07/03/14	CRANDALL, ALYSSA	267.01
07/03/14	CRANDALL, KRISTA	370.19

07/03/14	DEMPSEY, BETH	189.37
07/03/14	DRECHSEL, HEIDI	58.89
07/03/14	DUCHARME, DANIELLE	56.00
07/03/14	DUNN, RYAN	546.89
07/03/14	EKSTRAND, DANIEL	204.76
07/03/14	EPLAND, PETER	146.00
07/03/14	ERICKSON-CLARK, CAROL	37.12
07/03/14	ERICSON, RACHEL	355.73
07/03/14	FARRELL, DANIEL	123.26
07/03/14	FONTAINE, KIM	776.43
07/03/14	GADOW, VERONIKA	425.99
07/03/14	GRAY, MEGAN	565.10
07/03/14	GRUENHAGEN, LINDA	127.00
07/03/14	HAGSTROM, EMILY	67.80
07/03/14	HANSEN, HANNAH	742.27
07/03/14	HEINRICH, SHEILA	448.39
07/03/14	HOLMBERG, LADONNA	258.20
07/03/14	HORWATH, RONALD	3,000.03
07/03/14	HUNTLEY, NATALIE	80.63
07/03/14	JOHNSON, BARBARA	500.30
07/03/14	KEEFE, ANDEE	29.26
07/03/14	KOHLER, ROCHELLE	83.26
07/03/14	KOZDROJ, GABRIELLA	25.00
07/03/14	LAMEYER, BRENT	170.38
07/03/14	LAMEYER, ZACHARY	466.64
07/03/14	LAMSON, ELIANA	27.00
07/03/14	MASON, AMY	71.69
07/03/14	MCCOMAS, LEAH	296.25
07/03/14	MUSKAT, JULIE	20.00
07/03/14	NADEAU, TAYLOR	14.60
07/03/14	NITZ, CARA	395.00
07/03/14	NORTHOUSE, KATHERINE	247.50
07/03/14	OHS, CYNTHIA	207.00
07/03/14	PROESCH, ANDY	209.00
07/03/14	RANEY, COURTNEY	784.50
07/03/14	RAU, COLE	97.88
07/03/14	REHLING-ANDERSON, LORIE	312.50
07/03/14	RENSTROM, KEVIN	721.50
07/03/14	RESENDIZ, LORI	2,597.77
07/03/14	RICHTER, DANIEL	170.10
07/03/14	RODILES, CECILLIA	57.00
07/03/14	ROLLERSON, TERRANCE	65.00
07/03/14	SCHERER, KATHLENE	50.00
07/03/14	SCHREIER, ABIGAIL	469.13
07/03/14	SCHREIER, ROSEMARIE	142.25
07/03/14	SCHREIER, ZACHARY	192.75
07/03/14	SKUNES, KELLY	546.13
07/03/14	SMITH, ANN	138.71
07/03/14	SMITH, JEROME	252.00
07/03/14	SMITLEY, SHARON	388.52
07/03/14	SYME, ABBEY	455.88
07/03/14	SYME, LAUREN	22.05

07/03/14	TREPANIER, TODD	327.75	
07/03/14	TRUONG, CHAU	126.00	
07/03/14	TUPY, HEIDE	22.90	
07/03/14	TUPY, MARCUS	95.00	
07/03/14	WALES, ABIGAIL	258.46	
07/03/14	WARNER, CAROLYN	198.00	
07/03/14	WEINHAGEN, SHELBY	393.50	
07/03/14	WHITE, DANICA	198.47	
07/03/14	YUNKER, JOSEPH	46.00	
07/03/14	LANGER, CHELSEA	161.50	
07/03/14	MOSLOSKI, JESSICA	72.25	
07/03/14	RANGEL, SAMANTHA	152.00	
07/03/14	WISTL, MOLLY	510.89	
07/03/14	BOWMAN, CHRIS	300.00	
07/03/14	CRAWFORD, SHAWN	420.00	
07/03/14	CUSICK, JESSICA	131.75	
07/03/14	DOUGLASS, TOM	1,942.59	
07/03/14	INDA, ANTHONY	88.00	
07/03/14	KRECH, ELAINE	605.23	
07/03/14	LEYVA LUNDBERG, DANTE	107.20	
07/03/14	LOONEY, RAYJEANIA	156.00	
07/03/14	MAIDMENT, COLIN	669.00	
07/03/14	MALONEY, SHAUNA	325.00	
07/03/14	PRINS, KELLY	1,935.54	
07/03/14	REILLY, MICHAEL	2,022.49	
07/03/14	STEFFEN, MICHAEL	102.00	
07/03/14	COUNTRYMAN, BRENDA	1,320.00	
07/03/14	JACOBSON, AMANDA	640.00	
07/03/14	PRIEM, STEVEN	2,520.89	
07/03/14	WOEHRLE, MATTHEW	2,414.91	
07/03/14	XIONG, BOON	1,544.99	
07/03/14	BERGO, CHAD	2,824.09	
07/03/14	FOWLDS, MYCHAL	4,189.58	
07/03/14	FRANZEN, NICHOLAS	2,988.47	
07/03/14	KREGER, JASON	2,353.80	
9990069	07/03/14	DIAZ, SARITA	38.50
9990070	07/03/14	HANNIGAN, RACHEL	49.00
9990071	07/03/14	COUGHLIN, NATALIE	14.03
9990072	07/03/14	MILLER, MELISSA	737.25
			539,282.80

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Terrie Rameaux, Human Resource Coordinator
DATE: July 15, 2014
SUBJECT: Approval of Resolution for 2014 Pay Rates for Temporary/Seasonal and Casual Part-Time Employees

Introduction/Background

Please forward the attached resolution to the City Council for approval. It is recommended that this resolution be adopted to replace the existing resolution establishing pay rates for temporary, seasonal, and casual part-time employees. This resolution is updated annually to provide a current competitive wage scale when hiring for these positions.

However, due to the recent change in Minnesota minimum wage law for large employers, mandated changes will be effective over the next three years--August 1, 2014, the minimum wage increases to \$8 per hour; August 1, 2015--\$9 per hour; August 1, 2016--\$9.50 per hour.

Budget Impact

After reviewing our employee data, this change will only affect temp/seasonal/casual employees. All other employees currently make more than \$9.50 per hour. The Parks and Recreation Department (specifically Recreation Programs and the Community Center) will incur the majority of the costs associated with this change. Based on 2013 data, the initial impact will be about \$3,300 rising to \$30,000 per year in 2016.

Recommendation

This is a change mandated by State law. It is recommended that the Council adopt the attached resolution to be effective on August 1, 2014 with respect to the new minimum wage law.

Attachment

- 1) Resolution for 2014 Temporary/Seasonal and Casual P/T Employees amended 8/1/14

RESOLUTION

WHEREAS, according to the Minnesota Public Employees Labor Relations act, part-time employees who do not work more than 14 hour per week and temporary/seasonal employees who work in positions that do not exceed 67 days in a calendar year, or 100 days for full-time students, are not public employees and are therefore not eligible for membership in a public employee union.

NOW, THEREFORE, BE IT RESOLVED, that the following pay ranges and job classifications are hereby established for temporary/seasonal, casual part-time employees effective August 1, 2014 upon Council approval.

Accountant	\$10.00-30.00	per hour
Accounting Technician	\$9.00-22.00	per hour
Administrative Assistant	\$9.00-23.00	per hour
Background Investigator	\$25.00-35.00	per hour
Building Inspector	\$14.00-35.00	per hour
Building Attendant	\$8.00-15.00	per hour
Customer Service Assistant	\$8.00-15.00	per hour
CSO	\$14.50-19.50	per hour
Data Entry Operator	\$8.00-12.00	per hour
Election Judge	\$8.00-12.00	per hour
Election Judge - Assistant Chair	\$9.00-15.00	per hour
Election Precinct Chair	\$9.00-16.00	per hour
Engineering Aide	\$8.00-16.00	per hour
Engineering Technician	\$10.00-16.00	per hour
Fire Maintenance/Engineer **	\$14.71	per hour
Firefighter-in-Training (new hire) **	\$10.51	per hour
Firefighter/EMT **	\$12.61	per hour
Firefighter/Paramedic **	\$13.66	per hour
Firefighter/EMT Captain **	\$14.71	per hour
Firefighter/Paramedic Captain **	\$15.76	per hour
Battalion Chief **	\$16.81	per hour
Intern	\$8.00-20.00	per hour
IT Technician	\$15.00-20.00	per hour
Laborer	\$8.00-14.00	per hour
Lifeguard	\$8.00-14.00	per hour
Manager-on-Duty Differential	\$1.00	per hour
Office Specialist	\$8.50-18.00	per hour
Receptionist	\$8.00-16.00	per hour
Recreation Instructor/Leader	\$8.00-32.00	per hour
Recreation Official	\$8.00-30.00	per hour
Recreation Worker	\$8.00-18.00	per hour
Theater Technician	\$20.00-30.00	per hour
Vehicle Technician	\$9.00-15.00	per hour
Video Coordinator*	\$11.00-19.00	per hour
Video Technician*	\$10.00-18.00	per hour
Water Safety Instructor (WSP) Differential	\$2.00	per hour
Head Lifeguard (hlg) Differential	\$1.00	per hour
Water Safety Aide (WSA) Differential	\$.50	per hour

*Video positions shall be paid a guaranteed minimum flat fee of \$50 for 4 hours or less.

** Fire Department positions shall receive a \$2 per hour differential for working the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

BE IT FURTHER RESOLVED, that the City Manager shall have the authority to set the pay rate within the above ranges.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Karen Guilfoile, Citizen Services Director
DATE: July 18, 2014
SUBJECT: Approval of a Temporary Lawful Gambling Permit and Permit Fee Waivers for the Church of St Jerome.

Introduction

An application has been submitted for a temporary lawful gambling permit by Father Cletus Basekela on behalf of the Church of St Jerome, 380 E Roselawn Avenue. The lawful gambling permit is for bingo and pull-tabs at the Fall Festival and Booya that the church hosts annually. The event will be held on Sunday, September 21, 2014 from 10:00am to 5:00pm and proceeds will go towards offsetting the Church's annual deficit and cost of operating St. Jerome School.

In addition to the lawful gambling permit application for their event on September 21, 2014 a temporary tent, food sales and on-sale intoxicating liquor permit application has been submitted, with fees totaling \$311.00; Mr. Basekela is requesting the fees for these permit be waived.

Further, Mr. Basekela is requesting a \$55.00 fee waiver for a temporary food permit for their annual Booya, held on October 26, 2014 from 6:00am to 2:00pm. Similarly, proceeds will go towards offsetting the Church's annual deficit and cost of operating St. Jerome School.

Budget Impact

None

Recommendation

Staff recommends that Council approve the temporary Lawful Gambling permit for the Church of St Jerome, 380 E Roselawn Avenue. It is further recommended that the Council approve that fees of \$366.00 be waived for the accompanying temporary tent, food sales (2) and on-sale intoxicating liquor permit.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Shann Finwall, AICP, Environmental Planner

DATE: July 23, 2014

SUBJECT: Approval of an Environmental Assistance Grant Program Submittal with the Minnesota Pollution Control Agency

Introduction

The Environmental Assistance Grant Program is administered by the Minnesota Pollution Control Agency (MPCA). Through the grant the MPCA seeks to encourage environmentally-sustainable practices and approaches to pollution prevention and resource conservation. There is approximately \$1 million in grant funds available during the 2014-2015 grant round. The City of Maplewood has applied for a grant under the City Sustainability Policy Development focus area in order to implement the Green Building Program. This memorandum describes the Environmental Assistance grant application as well as other sustainable policy development that will support the Green Building Program.

Background**Green Building Code**

Maplewood adopted the International Green Building Code in 2013. Provisions of the Code exceed state energy codes and provide green building standards that reduce negative impacts of the built environment on the natural environment. The Code is mandatory for all City-owned and financed buildings. The Code identifies a future incentive program to be created by the City to promote voluntary compliance with the Code from private properties

City Leadership Group on Commercial Energy Competitiveness

The City of Maplewood is participating in the City Leadership Group on Commercial Energy Competitiveness (CLGCEC). Through our participation the City was eligible to apply for and was awarded a \$5,000 grant to fund the Green Building Program - an incentive program to promote voluntary compliance with the Green Building Code from private properties. The grant funds are secured by the Joyce Foundation and are administered by the Great Plains Institute and Metro Clean Energy Resource Teams. A memorandum of understanding outlining the use of the grant funds will be drafted and presented to the City for approval soon.

Minnesota GreenCorp Host Site

The City of Maplewood's application to host a GreenCorp member was approved by the Minnesota Pollution Control Agency (MPCA). The GreenCorp member will focus on the implementation of the Green Building Program and other energy and sustainability goals. The member begins full-time in September 2014 until September 2015. A host site agreement will be drafted and presented to the City for approval soon.

Discussion

MPCA Environmental Assistance Grant

The City of Maplewood applied for an Environmental Assistance Grant through the MPCA in order to further fund the Green Building Program. The maximum award for the City Sustainability Policy Development focus area is \$20,000 with a 25 percent match required. The grant funds will cover the cost of recommissioning studies on commercial and industrial buildings and promote and educate property owners on the Green Building Code. In return, the building owner will implement at least one of the improvements specified in the study and report performance to the City. The Green Building Program will remove technical and financial barriers to these improvements and help the City meet energy and sustainability goals. The CLGCEC \$5,000 grant will be used as the required 25 percent match and the GreenCorp member will assist in the implementation of the Program.

Budget Impact

On July 16, 2014, the City of Maplewood applied for a \$20,000 Environmental Assistance grant administered through the MPCA. The grant requires a 25 percent match which will be covered by the City's recently awarded CLGCEC \$5,000 energy grant.

Recommendation

Approve the attached resolution authorizing the City of Maplewood's application for an Environmental Assistance grant in order to implement the City's Green Building Program. Language in the resolution requiring that the City enter into a grant agreement with the MPCA if funds are awarded that would identify the terms, conditions, and funding is a requirement of the grant submittal.

Attachments

1. MPCA FY 2014-20515 Grant Program Authorization Resolution

RESOLUTION No. _____

**Minnesota Pollution Control Agency FY 2014-2015 Grant Program
Authorization Resolution**

WHEREAS, the City of Maplewood has applied for a grant from the Minnesota Pollution Control Agency (MPCA), under its FY 2014-2015 Environmental Assistance Grant Program; and

WHEREAS, if the MPCA funding is received, the City of Maplewood is committed to implementing the proposed project as described in the grant application; and

WHEREAS, MPCA requires that the City of Maplewood enter into a grant agreement with the MPCA that identifies the terms and conditions of the funding award;

BE IT RESOLVED THAT the City of Maplewood hereby agrees to enter into and sign a grant agreement with the MPCA to carry out the project specified therein and to comply with all of the terms, conditions, and matching provisions of the grant agreement and authorizes and directs Melinda Coleman, Interim City Manager, to sign the grant agreement on its behalf.

The Maplewood City Council adopts this resolution on July 28, 2014.

SIGNED:

WITNESSED:

Mayor _____

City Clerk _____

Date _____

Date _____

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Michael Martin, AICP, Planner
DATE: July 22, 2014
SUBJECT: Approval of a Conditional Use Permit Review, All Metro Glass, 1357 Cope Avenue

Introduction

The conditional use permit (CUP) for All Metro Glass at 1357 Cope Avenue is due for its annual review. The CUP allows for a window and door fabrication/installation business. In addition to the CUP, the city council at its meeting on July 25, 2011 approved a parking reduction for this site and design and landscaping plans.

Background

On July 25, 2011, the city council approved a conditional use permit, a parking reduction of 66 spaces and design and landscaping plans.

On July 23, 2012, the city council reviewed the CUP and agreed to review it again in one year.

On July 22, 2013, the city council reviewed the CUP and agreed to review it again in one year.

Code Requirement

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

Discussion

All Metro Glass has completed all construction and landscaping. Staff has not heard any neighborhood complaints or concerns. Staff recommends reviewing this permit again only if a problem arises or a major change is proposed.

Budget Impact

None.

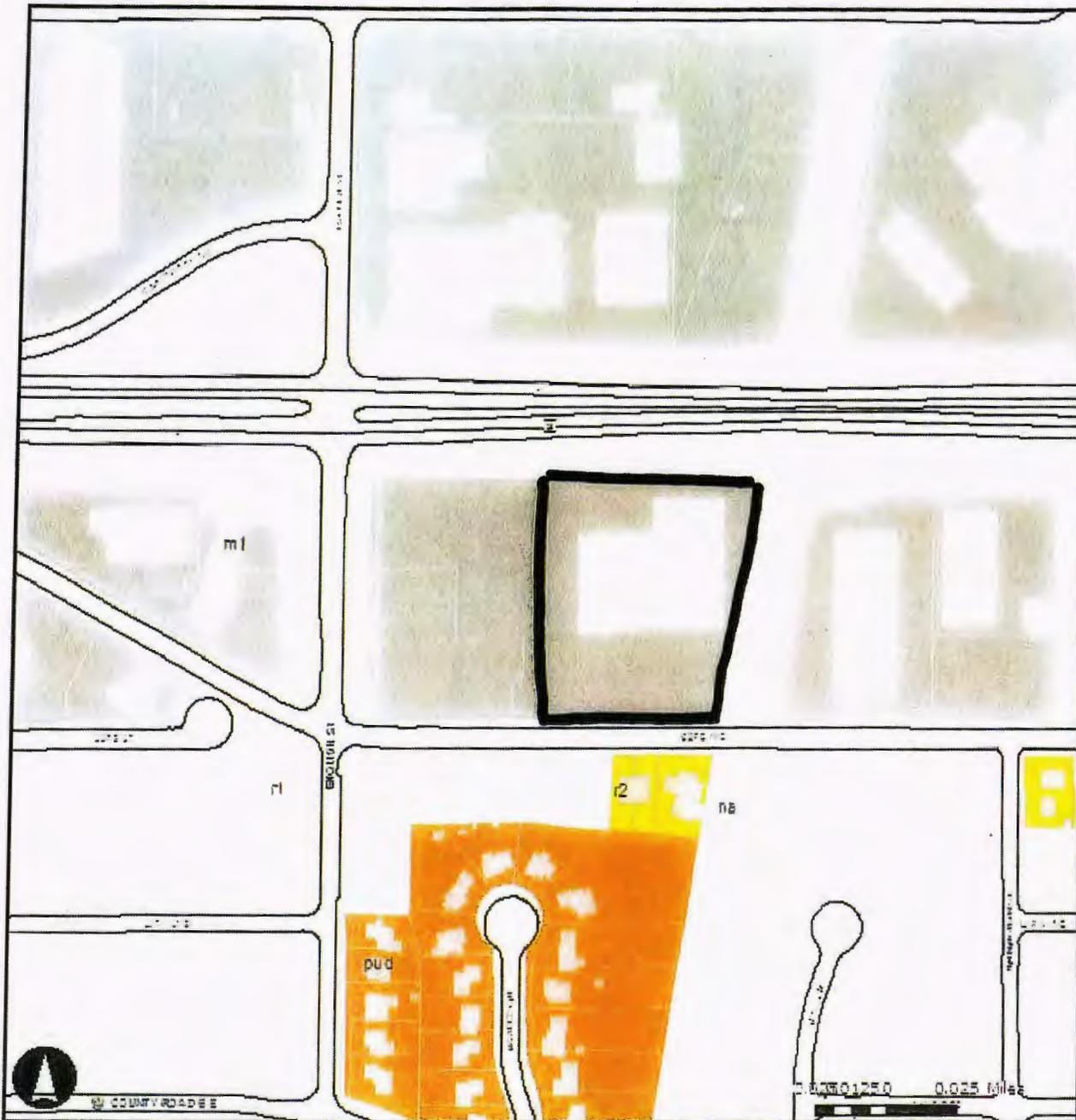
Recommendation

Review the conditional use permit All Metro Glass again only if a problem arises or a major change is proposed.

Attachments

1. Location/Zoning Map
2. Land Use Plan Map
3. Site/Landscaping Plan
4. City Council Minutes, July 25, 2011
5. CUP Resolution

1357 Cope Avenue



Copyright

MaplewoodBaseMap

Chad Bergo

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

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, July 25, 2011
Council Chambers, City Hall
Meeting No. 14-11

J. NEW BUSINESS

2. Approval of Conditional Use Permit Revision, Parking Reduction Waiver and Design Review Former Corner Kick Soccer Center, 1357 Cope Avenue

Senior Planner Ekstrand gave the report. Planning Commissioner Al Bierbaum spoke. Matt Ledvina from the Community Design Review Board addressed the council. Mike McGrath, owner of the building located at 1357 Cope Avenue addressed the council.

Councilmember Nephew moved to approve the Conditional Use Permit Revision, Parking Reduction Waiver and Design Review Former Corner Kick Soccer Center, 1357 Cope Avenue with the following condition added. The uses of the building shall be restricted to those that would generate the amount of parking that is available on the site.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

**CONDITIONAL USE PERMIT REVISION
RESOLUTION**

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

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

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

10-29-22-32-00-14

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

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

1. On July 5, 2011, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave persons at the hearing a chance to speak and present written statements. The commission also considered reports and recommendations of the city staff. The planning commission recommended that the city council approve the conditional use permit revision.
2. On July 25, 2011 the city council discussed the proposed conditional use permit revision. They considered reports and recommendations from the planning commission and city staff.

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

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

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

Approval is subject to the following conditions:

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

The Maplewood City Council adopted this resolution on July 25, 2011.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Michael Martin, AICP, Planner
DATE: July 22, 2014
SUBJECT: Approval of a Conditional Use Permit Review, South Metro Human Services Mental Health Care Facility, 1111 Viking Drive

Introduction

The conditional use permit (CUP) for South Metro Human Services at 1111 Viking Drive is due for its annual review. The CUP allows South Metro Human Services to operate the Community Foundations program, a mental health care facility with temporary housing for 16 patients, at the former Ethan Allen furniture store. The city ordinance required a CUP for the housing portion of this proposal. The counseling, clinic and office uses are allowed by ordinance.

Background

On July 25, 2011, the city council approved a conditional use permit, a parking reduction of 21 spaces and design and landscaping plans.

On July 23, 2012, the city council reviewed the CUP and agreed to review it again in one year.

On July 22, 2013, the city council reviewed the CUP and agreed to review it again in one year.

Code Requirement

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

Discussion

South Metro Human Services has completed all of its renovation work and has occupied the building. Staff is not aware of any neighborhood complaints or concerns at this point. During the 2013 review, the trash enclosure had yet to be built but it is now in place. Staff 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 South Metro Human Services again only if a problem arises or a major change is proposed.

Attachments

1. Location/Zoning Map
2. Land Use Plan Map
3. Site Plan
4. City Council Minutes, July 25, 2011

Kohlman Lake - Future Land Use Map

CITY OF MAPLEWOOD
2030
COMPREHENSIVE PLAN

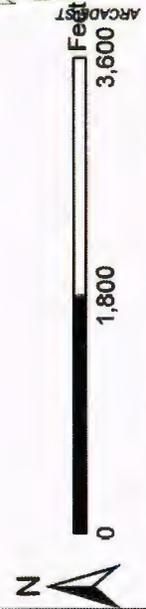
-  Rural/ Low Density Residential (0.5 - 1.5 Units per Acre)
-  Low Density Residential (2.6 - 6.0 Units per Acre)
-  Medium Density Residential (6.1 - 10.0 Units per Acre)
-  High Density Residential (10.1 - 25.0 Units per Acre)
-  Mixed Use (6.0 - 31.0 Units per Acre)

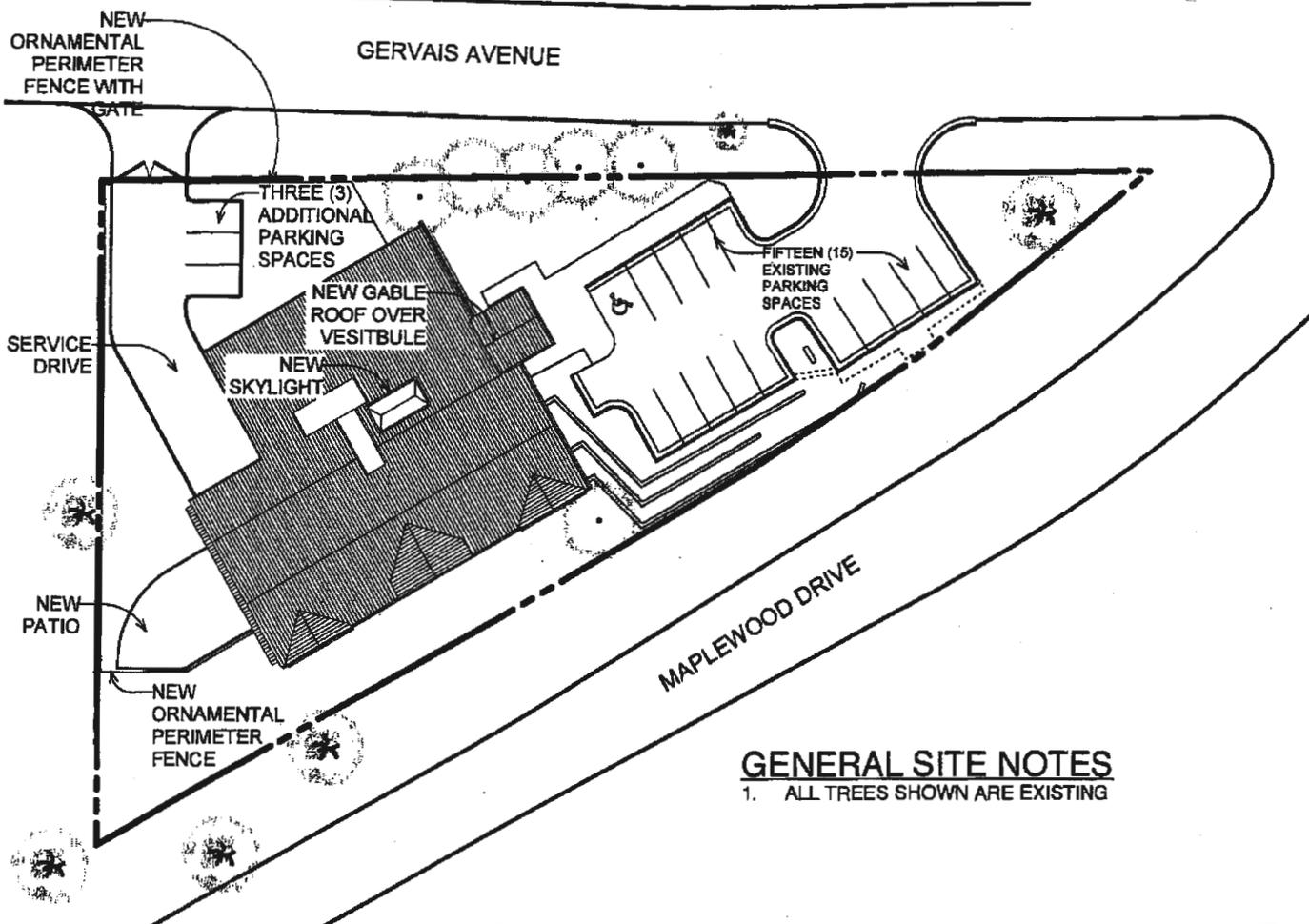
-  Commercial
-  Industrial
-  Government
-  Institutional
-  Park
-  Open Space
-  Water

Neighborhoods
January 25, 2010



**PROPOSED
COMMUNITY FOUNDATIONS
1111 VIKING DRIVE**

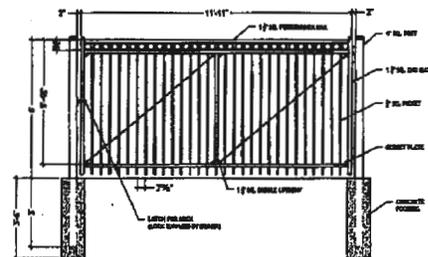
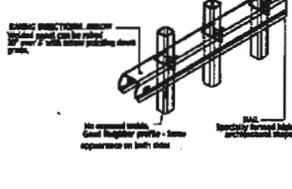
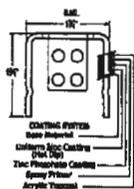
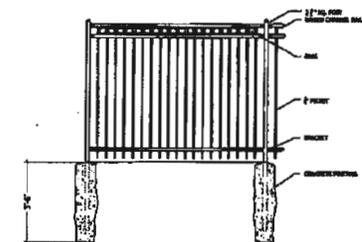
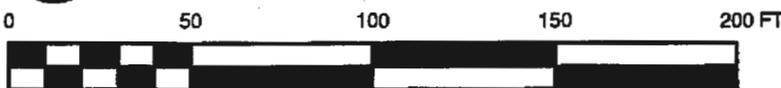




GENERAL SITE NOTES

1. ALL TREES SHOWN ARE EXISTING

1 NEW SITE PLAN
 Scale: 1" = 50 ft



3 ORNAMENTAL METAL FENCE
 Scale: VARIES

2 ORNAMENTAL METAL SWING GATE
 Scale: 1/8" = 1'-0"

No.	Date	Appr	Revision Notes	<p>WINNING WENDE ASSOCIATES, INC. 275 FOURTH STREET EAST, SUITE 820 SAINT PAUL, MN 55101 PHONE: 651.221.0915 FAX: 651.222.8259</p>	<p>SOUTH METRO HUMAN SERVICES COMMUNITY FOUNDATIONS RELOCATION 1111 VIKING DRIVE EAST MAPLEWOOD, MN 55109</p>	<p>Project Manager SM 20110222 CWD File Name 2009-01-South_Metro-Maplewood 3.wxd</p>	<p>Project ID 2009-04 Drawing No AS-1.1a</p>
<p>NOT FOR CONSTRUCTION</p>				<p>SITE PLAN</p>		<p>AS-1.1a</p>	

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, July 25, 2011
Council Chambers, City Hall
Meeting No. 14-11

J. NEW BUSINESS

**3. Approval of Conditional Use Permit, Design Review and Parking Reduction
Authorization for South Metro Human Services Mental Health Care Facility, 1111
Viking Drive**

Senior Planner Ekstrand gave the report. Planning Commissioner Al Bierbaum spoke. Matt Senior Planner Ekstrand gave the staff report. Matt Ledvina from the Community Design Review Board addressed the council. Planning Commissioner Al Bierbaum spoke. The following people spoke:

1. Ken Frigstad, Maplewood
2. John Wycoff, Maplewood
3. Bob Zick, North St. Paul
4. Don Huot, Maplewood
5. Terry Schneider, Conditional Use Permit Applicant
6. Dick Seppala, Maplewood
7. Ken Frigstad, Maplewood – second appearance

Councilmember Llanas moved to approve the Conditional Use Permit, Design Review and Parking Reduction Authorization for South Metro Human Services Mental Health Care Facility, 1111 Viking Drive as amended.

RESOLUTION 11-7-602A
CONDITIONAL USE PERMIT

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

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

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

The North 55 rods of the West 32 rods of the Southeast ¼ of Section 9, Township 29, Range 22, except portions taken by the State of Minnesota for highway purposes. Above property is subject to a cartway over and across North 16 feet, more or less, thereof.

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

1. On July 5, 2011, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered the report and recommendation of city staff. The planning commission recommended that the city council approve this permit.
2. On July 25, 2011, the city council 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, because:

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

Approval is subject to the following conditions:

1. All construction shall follow the site plan approved by the city. Staff may approve minor changes.
2. The proposed use must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. Before the applicant obtains a building permit, they shall sign an agreement with the city agreeing to pay an annual assessment of \$1,000 per year for ten years to defray the cost of police calls to the facility.

5. Additional housing units cannot be added without a revision of this permit.
6. The applicant shall provide on-site staffing 24 hours a day and 365 days a year, this is to ensure the health and safety of the residents in accordance with Minnesota Statute Section 245A.11.
7. This conditional use permit is granted based on the pertinent requirements of federal and state laws, which are Minnesota Statute Section 245A.11 and the requirements of the FHA, the FHAA and the ADA (the Fair Housing Act, the Fair Housing Act Amendment of 1988 and the American's with Disabilities Act) which all have requirements about accommodations for people with disabilities in various ways.

The Maplewood City Council approved this resolution on July 25, 2011.

Seconded by Councilmember Nephew Ayes – All

The motion passed.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Michael Martin, AICP, Planner
DATE: July 22, 2014
SUBJECT: Approval of a Conditional Use Permit Review, Our City, Our Neighborhood Church, 1812 North Saint Paul Road

Introduction

The conditional use permit (CUP) for the Our City, Our Neighborhood Church, at 1812 North Saint Paul Road is due for its annual review. City ordinance requires a conditional use permit for churches.

Background

On July 22, 2013, the city council approved a CUP to allow a church at this site.

Code Requirement

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

Discussion

Our City, Our Neighborhood has applied to the city for a building permit to continue the conversion of the building at 1812 North St. Paul Road into a church. Staff is not aware of any neighborhood complaints or concerns at this point of the project. Staff recommends reviewing the permit for the church again in one year or sooner if a major problem arises.

Budget Impact

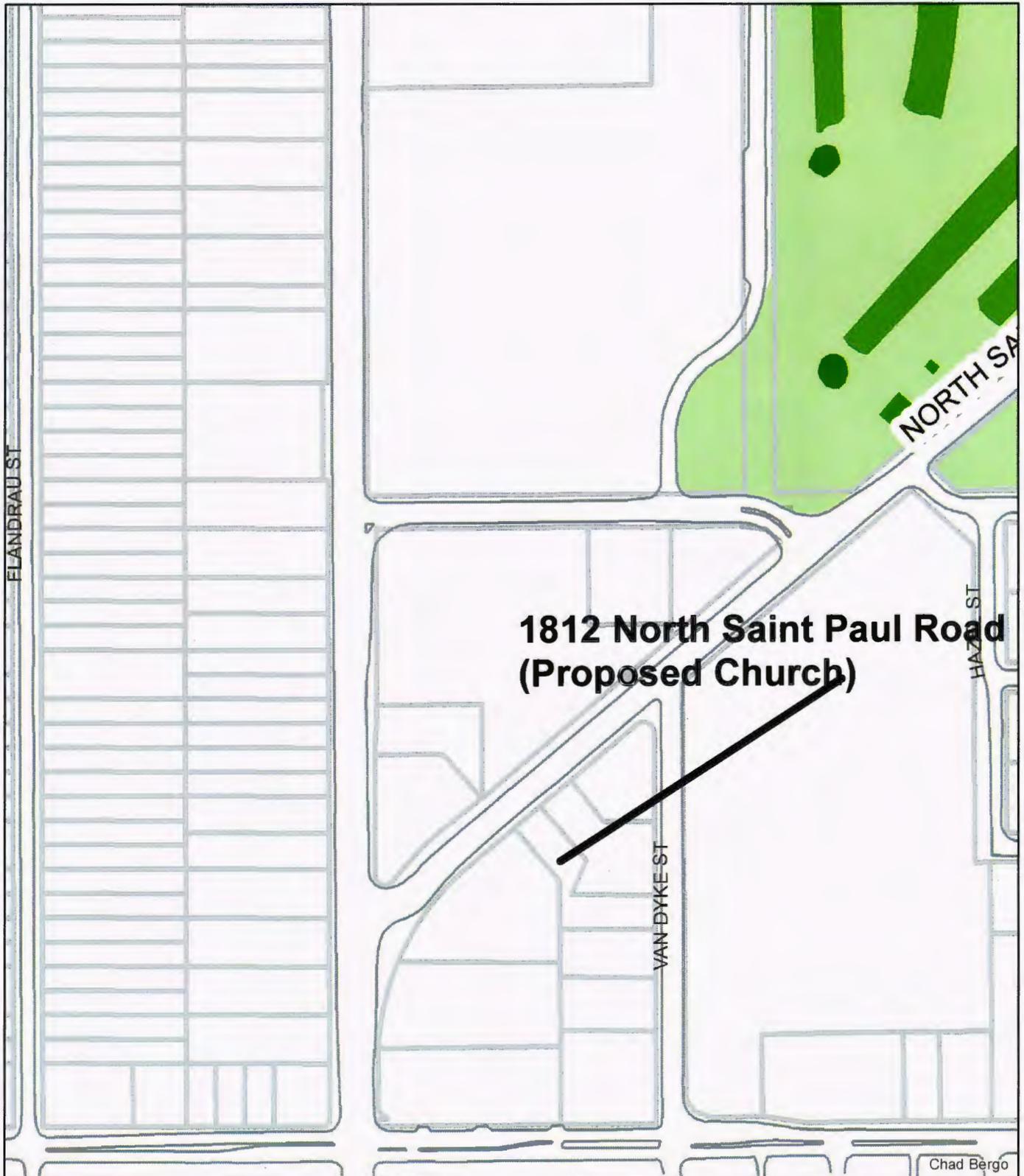
None.

Recommendation

Review the conditional use permit for the Our City, Our Neighborhood Church again in one year or sooner if a major problem arises.

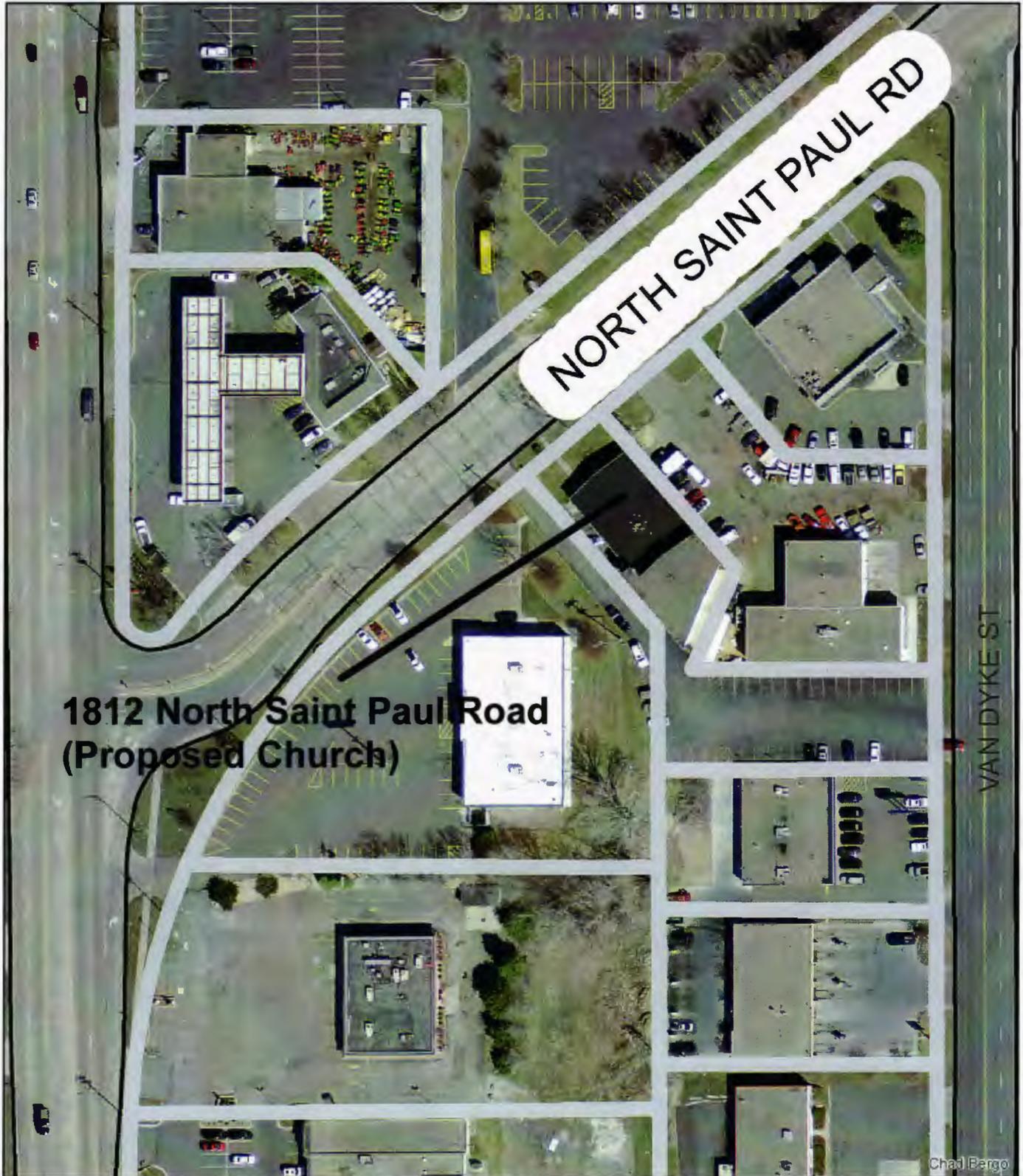
Attachments

1. Location Map
2. Aerial Map
3. Applicant's Proposed Floor Plan
4. City Council Minutes, July 22, 2013

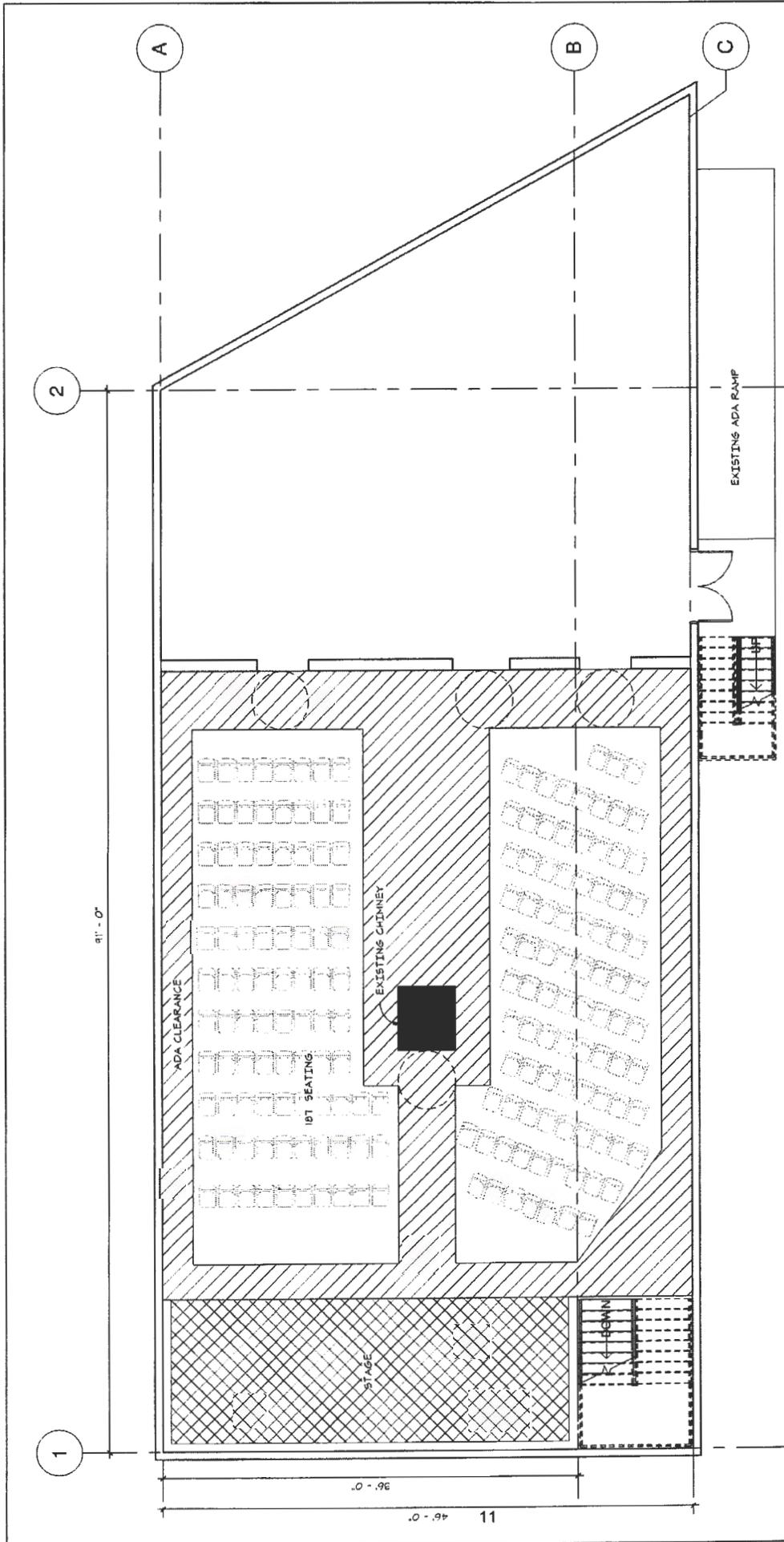


Proposed Church - 1812 North Saint Paul Road

Location Map



Proposed Church - 1812 North Saint Paul Road
Aerial Map



FIRST LEVEL PLAN

DATE: JUNE 11, 2013
SCALE: 1/8" = 1'-0"

Note: This plan is for illustration purposes only. Variances in plan layout, window size and placement, and room size dimensions may occur due to field conditions.

MPDesign

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, July 22, 2013
Council Chambers, City Hall
Meeting No. 13-13

1. Approval of Resolution for a Conditional Use Permit, Our City/Our Neighborhood Church at 1812 North St. Paul Road

City Planner Martin gave the staff report and answered questions of the council. Samuel Ly, Pastor of Our City-Our Neighborhood Church addressed and answered questions of the council. Planning Commissioner Tripler addressed and gave the report from the Planning Commission.

Mayor Rossbach moved to approve the resolution approving a Conditional Use Permit for Our City – Our Neighborhood Church, located at 1812 North Saint Paul Road including the 8 conditions listed with condition number five being reworded to clarify that the applicant’s parking be confined to the site and not allowed on city streets that prohibit on-street parking or neighboring properties, unless approved by a neighboring property owner and the city council.

RESOLUTION 13-7-946
CONDITIONAL USE PERMIT

WHEREAS, the Our City – Our Neighborhood Church applied for a conditional use permit to operate a church.

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

WHEREAS, this permit applies to the property located at 1616 Gervais Avenue. The property identification number is:

14-29-22-33-0012

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

1. On July 16, 2013, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered the report and recommendation of city staff. The planning commission recommended that the city council approve this permit.
2. On July 22, 2013, the city council considered reports and recommendations of the city staff and planning commission.

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

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and 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. No exterior site or building exterior changes, except signage, shall take place unless approved by the city. Signs shall follow the city's sign ordinance. Signs shall not be installed unless the applicant first obtains sign permits.
2. Any and all trash receptacles shall be contained within an enclosed structure. Any design of a new structure shall be subject to the city's design review process.
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 city council shall review this permit in one year.
5. All of the applicant's parking shall be confined to the site and not allowed on city streets that prohibit on-street parking or neighboring properties, unless approved by a neighboring property owner and the city council.
6. The city shall monitor any parking complaints and report to the city council about compliance annually during the CUP review.

7. The applicant shall submit a parking restriping plan for staff approval.
8. The applicant shall comply with all requirements of the building official, assistant fire chief and city engineer.

The Maplewood City Council approved this resolution on July 22, 2013.

Seconded by Councilmember Cave

Ayes – All

The motion passed.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Michael Martin, AICP, Planner
DATE: July 22, 2014
SUBJECT: Approval of a Conditional Use Permit Review, Greenhouse at Harmony Learning Center, 1961 County Road C East

Introduction

The conditional use permit (CUP) for the greenhouse located at the Harmony Learning Center at 1961 County Road C East is due for its annual review. City ordinance requires a conditional use permit for schools. Expansions of facilities with an existing CUP must also obtain a CUP revision from the city council.

Background

On July 8, 2013, the city council approved a CUP amendment to allow a greenhouse.

Code Requirement

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

Discussion

Construction of the greenhouse has been completed at Harmony Learning Center. Staff is not aware of any neighborhood complaints or concerns at this point. The CUP review related to the cell phone tower located on this site is done separately and is not associated with the greenhouse review. Staff recommends reviewing the permit for the greenhouse again only if a problem arises or a major change is proposed.

Budget Impact

None.

Recommendation

Review the conditional use permit for a greenhouse at the Harmony Learning Center again only if a problem arises or a major change is proposed.

Attachments

1. Location/Zoning Map
2. Land Use Plan Map
3. Site Plan date-stamped May 21, 2013
4. City Council Minutes, July 8, 2013

Location / Zoning Map



Copyright

MaplewoodBaseMap

Chad Bergo

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

Land Use Plan Map

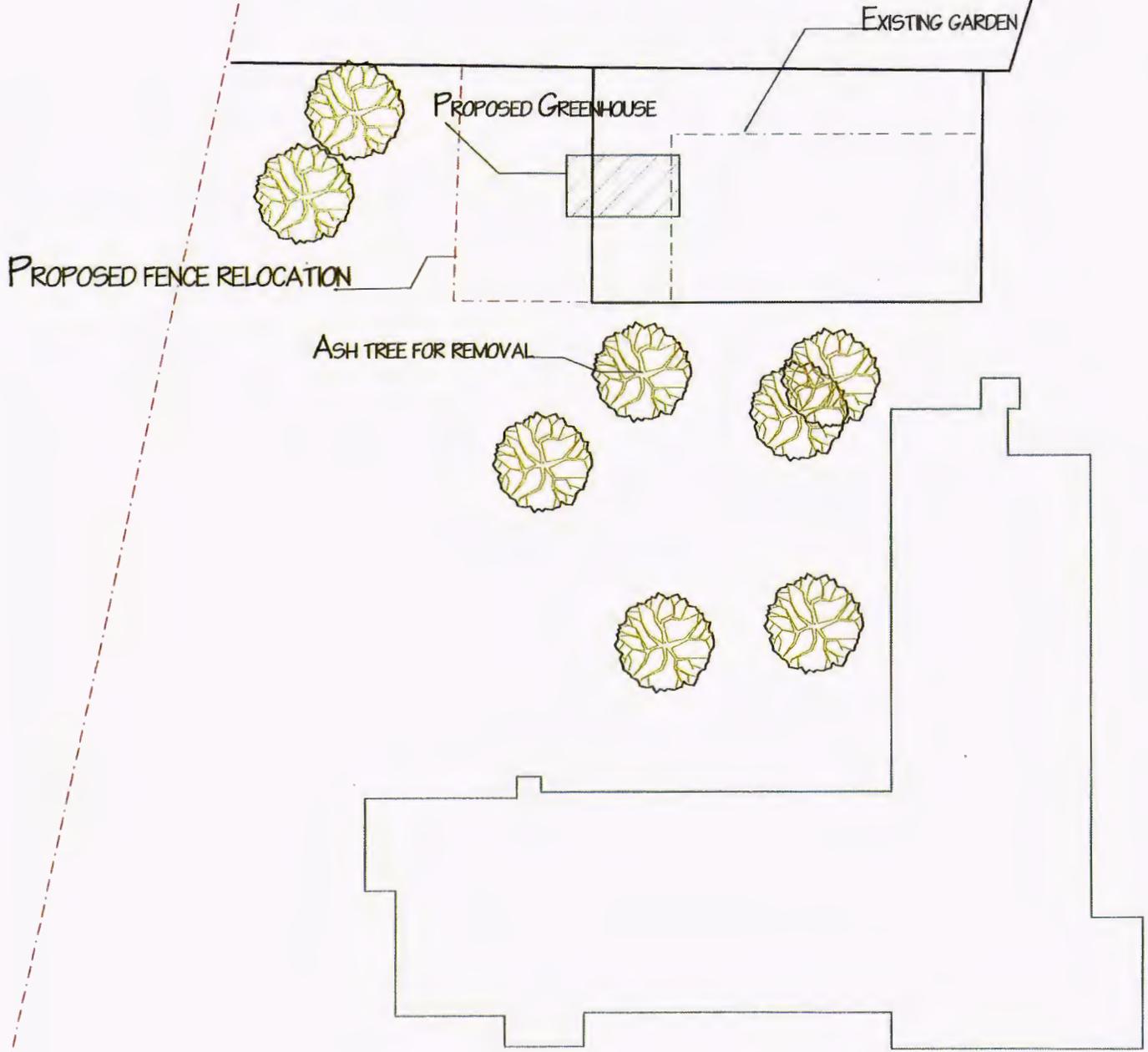


Copyright

MaplewoodBaseMap

Chad Bergo

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



RECEIVED
 MAY 21 2013
 By _____

Revision # 2	Scale: 	Landscape Plan: 1	Landscape Design by: Horticulture / Century College
Date: 4/30/2013	1" = 50'	Harmony School Garden and Greenhouse	

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, July 8, 2013
Council Chambers, City Hall
Meeting No. 12-13

1. Approval of Resolution for the Conditional Use Permit Revision for a Planned Unit Development and Design Review for Proposed Harmony Learning Center Greenhouse, 1961 County Road C East

Senior Planner Ekstrand gave the staff report and answered questions of the council. Brian Schlottman from Century College addressed and answered questions of the council.

Councilmember Koppen moved to approve:

- A. Adopt the resolution amending the conditional use permit for a planned unit development for the Harmony Learning Center, located at 1695 County Road C East, to allow the construction of a greenhouse. This resolution deletes the 1985 PUD approval for senior housing, which was never built, and incorporates the more recent CUP approval for the T-Mobile cell phone tower (deletions are crossed out and additions are underlined.)

Now, therefore, be it resolved by the Maplewood City Council that a conditional use permit be granted for the Harmony School site planned unit development, including the following variances:

- ~~1. Allow 79 parking spaces for the 52-unit senior's residence, rather than the 104 required by code.~~
- ~~2. Allow 26 enclosed parking spaces rather than the 52 enclosed spaces required by the code.~~

Approval of the conditional use permit and variances is subject to:

- ~~1. If council determines that there is insufficient on-site parking for the 52-unit seniors residence, within one year of 95% occupancy, additional parking may be required.~~
- ~~2. Maplewood and North St. Paul shall have continued use of the athletic facilities in the northeast portion of the site until that part of the site develops, provided the use of these facilities do not interfere with the applicant's use of the property.~~
- ~~3. The 52-unit seniors residence shall not be converted shall to non-seniors housing without revision of the planned unit development. For purposes of this permit, senior's housing is defined as a residence occupied by persons in their retirement years with a significant number of one-person households.~~
- ~~4. The auditorium attached to the 52-unit senior's residence shall only be used by the residents of that building. Public assembly unrelated to senior use would be prohibited without a revision of this permit.~~

- ~~5. The commercial portion of the development shall be limited to the uses allowed in the BC(M), business commercial (modified) zoning district.~~
 - ~~6. The eight parking spaces (marked "future") located south of the driveway to the garage for the 64 structure shall be constructed.~~
 - ~~7. The proposed 575 square foot units in the 52-unit residence (October 8, 1985 plans) shall be increased in area to at least 580 square feet of habitable floor area.~~
 - ~~8. Move the 64-unit residence to the west to comply with the required minimum setback of 50 feet.~~
 - ~~9. Adherence to the site plan dated October 8, 1985, except as required in these conditions, unless a change is approved by the community design review board.~~
 1. All construction shall follow the site plans approved by the city. The community development staff may approve minor changes.
 2. The proposed construction must be substantially started within one year of council approval of the permit shall become null and void. The council may extend this deadline for one year.
 3. The city council shall review this permit in one year.
 4. This conditional use permit is conditioned upon T-Mobile allowing the co-location of other provider's telecommunications equipment on the proposed tower. T-Mobile shall submit a letter to staff allowing co-location before a building permit can be issued.
 5. If any required landscaping for the T-Mobile tower dies, plantings must be replaced pursuant to the city policy and standards.
 6. The school district shall provide a site plan with their building permit submittal that verifies that the proposed greenhouse would be placed no closer than 75 feet to the wetland to the north. For the purposes of defining the edge of the wetland, that shall be considered to be the edge of the cat tails.
 7. This approval acknowledges that the school district's educational activities are permitted by this permit. Any new construction or exterior improvements are subject to compliance with the design-review requirements in the city code, and perhaps, may require amendment of this conditional use permit.
- B. Approve the design plans date-stamped May 21, 2013 for the greenhouse at Harmony Learning Center, 1695 County Road C East, subject to the following conditions:
1. The applicant shall comply with all requirements of the building official and assistant fire chief.

2. The applicant shall submit plans detailing any grading or footing work for review prior to commencing with the greenhouse construction to the city engineer. The applicant shall comply with any requirements generated by the review or grading and erosion control permit.
3. The applicant shall provide a site plan with their building permit submittal that verifies that the proposed greenhouse would be placed no closer than 75 feet to the wetland to the north. For the purposes of defining the edge of the wetland, that shall be considered to be the edge of the cat tails.

RESOLUTION 13-7-942
CONDITIONAL USE PERMIT REVISION RESOLUTION

WHEREAS, Independent School District 622, applied for a conditional use permit to amend the planned unit development for the Harmony Learning Center, to install a 21-foot by 36-foot greenhouse.

WHEREAS, this permit applies to 1961 County Road C East. The legal description is:

That part of the Southwest $\frac{1}{4}$ of Section 2, Township 29, Range 22, Ramsey County. More particularly described as: Beginning at the intersection of White Bear Avenue and the South link of Said Southwest $\frac{1}{4}$; thence northerly on said center line 420.55 feet; thence east parallel with said South line 311 feet; thence northerly parallel with said center line 140 feet; thence north 107.07 feet, thence east 391.55 feet to a point 658.95 feet north of said South line; thence to said South line at a point 200 feet west of said $\frac{1}{4}$ corner; then West to the point of beginning.

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

1. On June 18, 2013, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave persons at the hearing a chance to speak and present written statements. The commission also considered reports and recommendations of the city staff. The planning commission recommended that this CUP amendment be approved.
2. On July 8, 2013, the city council discussed the proposed conditional use permit amendment. They considered reports and recommendations from the planning commission and city staff.

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

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

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

Approval is subject to the following conditions:

1. All construction shall follow the site plans approved by the city. The community development staff may approve minor changes.
2. The proposed construction must be substantially started within one year of council approval of the permit shall become null and void. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. This conditional use permit is conditioned upon T-Mobile allowing the co-location of other provider's telecommunications equipment on the proposed tower. T-Mobile shall submit a letter to staff allowing co-location before a building permit can be issued.
5. If any required landscaping for the T-Mobile tower dies, plantings must be replaced pursuant to the city policy and standards.
6. The school district shall provide a site plan with their building permit submittal that verifies that the proposed greenhouse would be placed no closer than 75 feet to the wetland to the north. For the purposes of defining the edge of the wetland, that shall be considered to be the edge of the cat tails.
7. This approval acknowledges that the school district's educational activities are permitted by this permit. Any new construction or exterior improvements are subject to compliance with the design-review requirements in the city code, and perhaps, may require amendment of this conditional use permit.

The Maplewood City Council approved this resolution on July 8, 2013.

Seconded by Mayor Rossbach

Ayes – All

The motion passed.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager
FROM: Steve Lukin, Fire Chief
DATE: July 21, 2014
SUBJECT: Resolution Accepting a Donation to the Fire Department from Bradley Werdal

Introduction

The fire department has received a donation from Bradley Werdal and city council approval is required before this donation can be accepted.

Background

Bradley Werdal overpaid his ambulance bill by \$55.83 and rather than receive a refund, he graciously donated the overpayment to the fire department.

Recommendation

I recommend that the city council approve to accept this \$55.83 donation and that the necessary budget adjustments be made so the funds can be expended by the fire department as needed.

Attachments

1. Resolution Authorizing Gift to City

RESOLUTION AUTHORIZING GIFT TO CITY

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

WHEREAS, Bradley Werdal wishes to grant the city of Maplewood the following: \$55.83, and;

WHEREAS, Bradley Werdal has instructed that the City will be required to use the aforementioned for: use by the fire department to directly improve the community, and;

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

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

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

Passed by the Maplewood City Council on July 28, 2014.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Mychal Fowlds, IT Director

DATE: July 22, 2014

SUBJECT: Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 5 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 4 change orders to the contract to date.

Final Completion Extension (No Cost Changes)

Since the previous final completion extension the contractor has experienced an additional 13 days of rain. That coupled with the front lobby changes that have been made are the reason why we are extending the Final Completion date to August 29.

The change order costs are summarized below:

Change Order #5	Amount
1 Final completion extension	\$ 0.00
	\$ 0.00

Budget Impact

Approval of Change Order No. 5 has no effect on the project construction contract amount. 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. 5, for the Police Department Expansion Project – Phase 3.

Attachments

1. Resolution Directing Modification of Existing Construction Contract, Change Order No. 5
2. Change Order Form

**RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
POLICE DEPARTMENT EXPANSION PROJECT - PHASE 3, CHANGE ORDER NO. 5**

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. 5.

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. 5.

Adopted by the Maplewood City Council on this 28th day of July 2014.

**CHANGE ORDER
CITY OF MAPLEWOOD**

PROJECT NAME: Police Department Expansion Project - Phase 3
CONTRACTOR: Jorgenson Construction
CHANGE ORDER NO.: Five (5)
DATE: July 22, 2014

The following changes shall be made in the contract documents:

CHANGE ORDER NO. 5

Item No.	Item Description	Amount
<u>Change Order #5</u>		<u>Amount</u>
1	Final completion extension	\$ 0.00
		\$ 0.00
TOTAL SCHEDULE CO #5		\$0.00
TOTAL NET CHANGE ORDER NO. 5		\$0.00

CONTRACT STATUS:

Original Contract: \$2,185,000.00
Net Change of Prior Changes: \$107,692.00
Change this Change Order: \$0.00
Revised Contract: \$2,292,692.00

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: Mychal Fowlds, IT Director
DATE: July 22, 2014
SUBJECT: Authorization to Purchase Security System Updates

Introduction

The City of Maplewood utilizes a card access system for building security. The current system is over 10 years old and is no longer supported. With the building projects that are currently moving forward this is the perfect time to switch over to our new system.

Background

As stated above, the City utilizes a card access system for building security. We utilize our card access system to secure not only our exterior doors but also many internal areas. Our current system, which has been in place for over 10 years has started to fail over the past 2-3 years. The equipment and readers are proprietary so there are little options for us when the equipment fails and replacements are costly. Staff has budgeted for replacement of the current system, replacing it with a similar system in function but one that uses an open standard for hardware which will allow for flexibility in years to come.

Most of City Hall is in the process of moving towards the new system. This item is being brought before you due to the fact that, the approximately \$9,000 needed for the new doors/areas in the Police Department, will put this project over \$20,000 therefore needing Council approval.

Budget Impact

The purchase of the proposed security system updates in an amount not to exceed \$9,000 has been planned for and will be funded from the Police Department Expansion Project and IT funds.

Recommendation

Staff recommends that the Council give authorization to purchase additional security system updates and hardware.

Attachments

1. Electrowatchman quote



ELECTRO WATCHMAN, INC.

FIRE & SECURITY SYSTEMS • SINCE 1921

QUOTE

SNFNQ1180

Jul 17, 2014

1 W Water Street, Suite 110, Saint Paul, MN 55107

T. 651-310-1265 F. 651-310-1297

Prepared For:

City of Maplewood
1830 County Road B
Maplewood, MN 55109

Mychal Fowlds
651.249.2923
mychal.fowlds@ci.maplewood.mn.us

Prepared By:

Shannon Dawson
Senior Account Representative
651-310-1265
Shannon@electrowatchman.com

Project Scope:

PROJECT:FINISH PHASE 3 OF POLICE DEPARTMENT BUILD-OUT. ADD ONE READER PER EMAIL REQUEST 7/23

Qty	Description	Unit Price	Ext. Price
1	Police Station Phase 3	\$8,472.92	\$8,472.92
	ALTRONIX POWER SUPPLY (READER POWER)		
	(7) APTIQ TRANSITION READER		
	HID MAXPRO LONG RANGE READER(OUTSIDE PULL READER)		
	CONDUIT AND POLE PROVIDED BY OTHERS		
	(7) WIRE		
	MISCELLANEOUS		
	LABOR		

Grand Total	\$8,472.92
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*Pricing does not include any applicable sales tax or permit fees.
Customer to supply any required 110 volt power and/or network infrastructure.
EWI requires a 50% down payment.*

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

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

DATE: July 28, 2014

SUBJECT: Approval of 2014 Playground Replacement Plan

Introduction

In the spring of 2014 Parks staff completed a thorough assessment of our entire playground system. As a result of this inspection, staff has changed our priority list for playground replacement. In addition, staff has identified additional areas that need care immediately.

Background

Parks staff currently has two Certified Playground Inspectors. In the spring of 2014 all of the City's playgrounds were inspected. A plan was developed to address the concerns found in the inspections. The following is staff's proposed replacement plan for 2014:

2014 Replacement

Timber Park

2014 Refurbishment

Robinhood Park– Replace original wooden structure, the posts are rotting and it is in very poor condition.

Wakefield Park- Replace decking that is coming apart at the weld points

Slide and Tunnel Replacement

Kohlman Park – Spiral Tube Slide

Edgerton Park – Multi-Color Tube Slide, Crawl Tube, Plexiglas Window

Wakefield – Slide in Toddler Area, Tunnels in Big Section

Slides that can be fixed (internal)

Vista Hills

Playcrest

Hazelwood

Sherwood

In addition to these upgrades, fixes, and replacements, staff recommends that we begin to address our playgrounds with mulch. The parks that this affects are:

1. Applewood
2. Lions
3. Gethsemane
4. Geranium
5. Sterling Oaks
6. Wakefield
7. Legacy
8. Four Seasons
9. Mississippi

The plan for replacement will be to start filling based on need until we run out of funding. Then we will start where we left of in 2015.

Discussion

These priorities were made through thorough inspection and based on safety. Sometimes aesthetically a park looks in bad condition; however, structural it is still functional. The areas staff is proposing to replace or fix are based on safety.

All of the replacement will be handled internally by the Parks Maintenance staff. Staff is proposing to go out to bid for the replacement of Timber Park and the section of Robinhood Park.

A community process will be followed for the selection of the Timber and Robinhood Park replacements. Residents will be invited to decide on which proposals they like best. The winning proposal will be installed at the park.

Budget Implication

Parks and Public Works staff are working together to pool resources with funding for these projects. There will be two funding sources used. The first will be Park Development allocation of General Tax Levy Dollars in the C.I.P. Fund not to exceed \$103,000. The second funding source will be from the Park Maintenance budget not to exceed \$20,000 as approved by the Public Works Director.

Recommendation

Staff recommends approval to go out to bid for the replacement of Timber Park and a section of Robinhood Park. Once bids are received and the community process is followed, staff will seek final approval. The remaining portions of this project are for informational purposes only and fall under normal purchasing policy procedures.

Attachments

None

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Michael Thompson, Director of Public Works/City Engineer

DATE: July 22, 2014

SUBJECT: Approval of License Agreement with Ramsey County Regional Rail Authority for Interpretive Kiosk Installation, TH 36/English Street Interchange Improvements, City Project 09-08

Introduction

The council will consider approving a license agreement with Ramsey County Regional Rail Authority (RCRRA) in order for the city to install an interpretive kiosk highlighting the historical features of the bridge that was replaced over Highway 36 on the Bruce Vento Trail.

Discussion

The installation of this kiosk is required to highlight the historical features of the bridge that was demolished in this location. This interpretive sign has been reviewed and approved by the Maplewood Heritage Preservation Commission, MnDOT, and the Minnesota State Historic Preservation Office (SHPO).

Budget Impact

This expenditure was built into the project budget.

Recommendation

It is recommended that council approve the license agreement with RCCRA for the installation of the interpretive kiosk.

Attachments

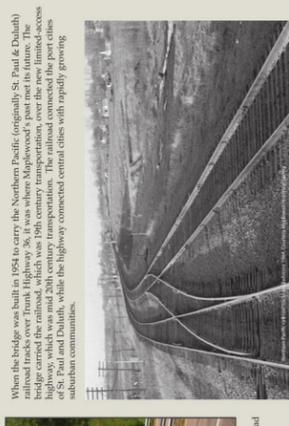
1. Kiosk Design
2. License Agreement

Maplewood: From Railroad Town to Suburban City

During the twentieth century, Maplewood transitioned from the railroad industrial community of Gladstone to a farming community and then to a residential suburb.



Bridge No. 6472 was demolished and replaced in 2013 as part of the English Street Interchanging Project. The railroad bridge span was made of 13 steel I-beams. Each span was made of 13 steel I-beams.



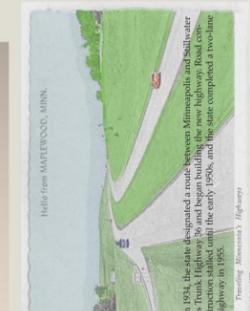
When the bridge was built in 1864 to carry the Northern Pacific (originally St. Paul & Duluth) railroad tracks across the river, it was the longest stone arch bridge in the world. The bridge carried the railroad, which was 19th century transportation, over the new, limited-access highway, which was mid 20th century transportation. The railroad connected the port cities while the highway connected central cities with rapidly growing suburban communities.



Maplewood began as the industrial community of Gladstone, which benefited from the St. Paul & Duluth railroad shops and the St. Paul Flow Works from the 1880s to the 1910s near the current English Street and First Avenue. Hundreds of workers were employed at these operations, and by the 1920s, the area was known as "Gladstone Station" by the railroads.



After 1940, the railroad shops shut down, the flow works went bankrupt and residents began moving away. Farmers remained in the area, however, and truck farming became popular during the 1920s due to the area's proximity to St. Paul.



In 1954, the state designated a route between Minneapolis and Stillwater as Trunk Highway 36 and began building the new highway. Road construction in the area began in the early 1950s, and the state completed a two-lane highway in 1955.

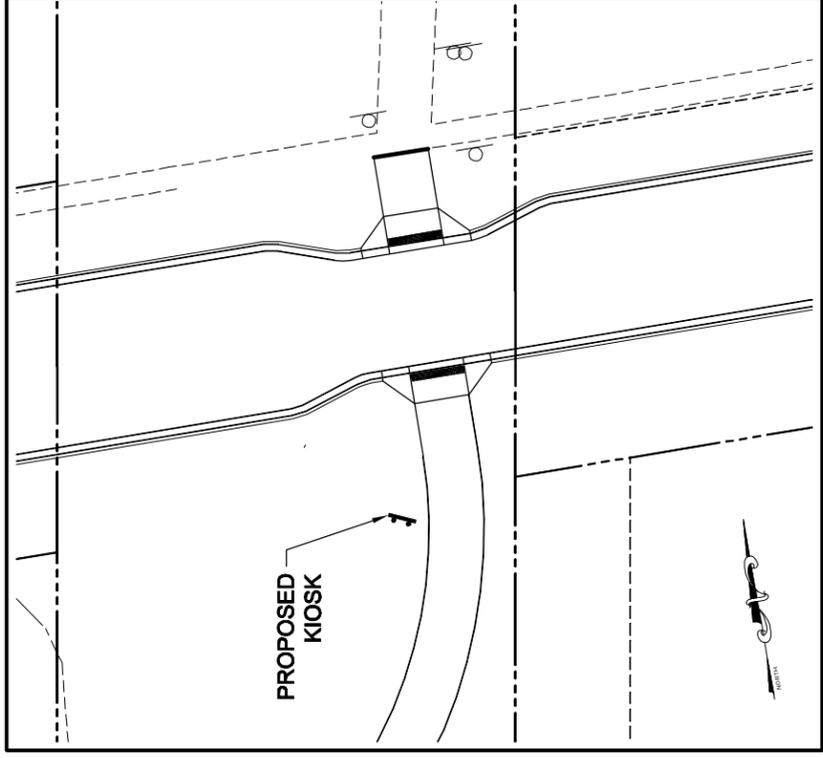
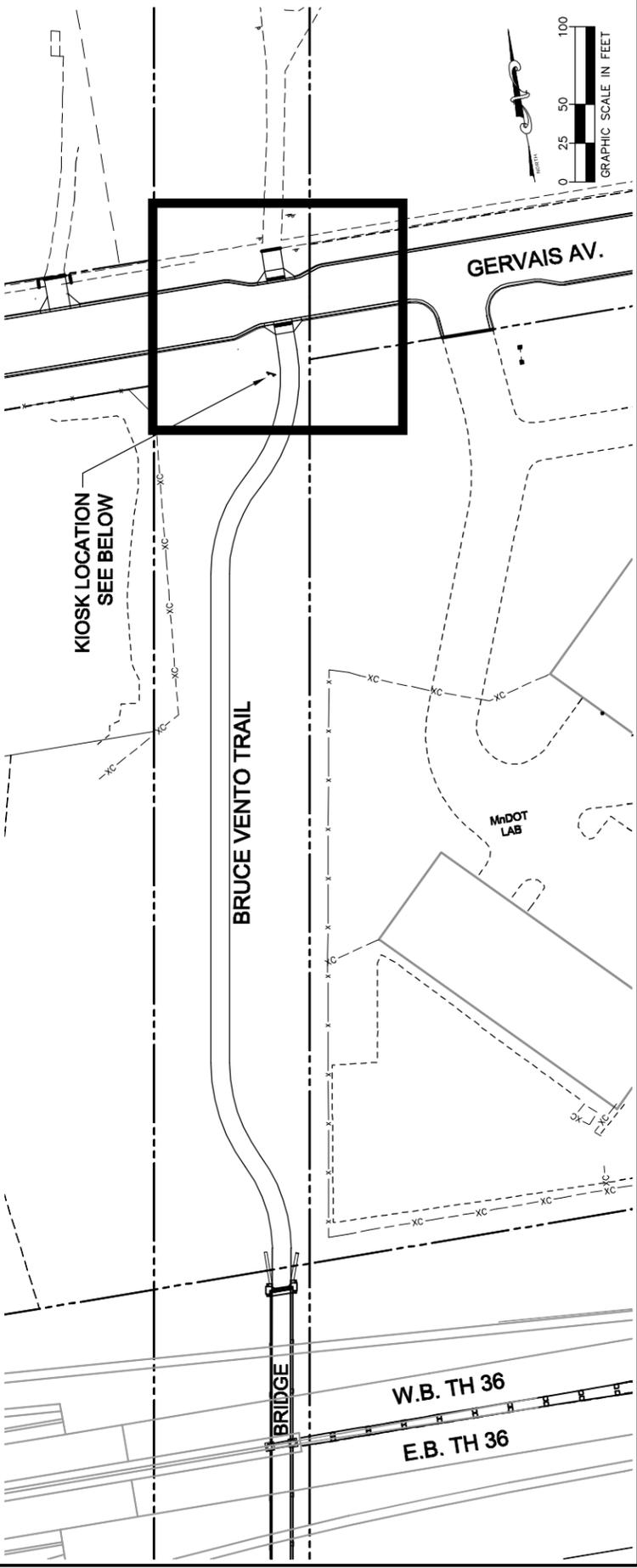


Following World War II, the Baby Boom, improvements in roads, increases in car ownership, and general prosperity led to a boom in suburban housing in New Canada Township. As the population grew, the area was incorporated as the village of Maplewood. The population of Maplewood grew to 18,519 by 1980 and 26,222 by 1990.



Maplewood began as the industrial community of Gladstone, which benefited from the St. Paul & Duluth railroad shops and the St. Paul Flow Works from the 1880s to the 1910s near the current English Street and First Avenue. Hundreds of workers were employed at these operations, and by the 1920s, the area was known as "Gladstone Station" by the railroads.

Accommodating the population growth in Maplewood during the 1950s and 1960s, Trunk Highway 36 was an important new roadway for the area. In 1955, the state expanded the highway to its current four lanes.



KIOSK LOCATION



EXAMPLE KIOSK



BRUCE VENTO TRAIL LOOKING SOUTH AT GERVAIS AVENUE

INTERPRETIVE SIGN PANEL

LICENSE AGREEMENT

This License Agreement (“License”) is entered into between the Ramsey County Regional Railroad Authority (“RCRRA” or “Licensor”), a political subdivision of the State of Minnesota, and the City of Maplewood, MN, a political subdivision of the State of Minnesota (“Licensee”), as of the 1st day of August, 2014.

Recitals

WHEREAS, RCRRA is the fee owner of that certain parcel of land located in the City of Maplewood, County of Ramsey, State of Minnesota (“RCRRA Land”), as generally shown in the attached Exhibit A, which may be a diagrammatic depiction and

WHEREAS, RCRRA wishes to license to Licensee the right to use the surface of the area of the RCRRA Land as particularly depicted on attached Exhibit A for the purpose of installing and having an interpretive kiosk sign depicting historic information pertaining to the area of the subject location (the “Premises”), and Licensee desires to license the Premises from RCRRA according to the covenants and conditions stated herein;

NOW, THEREFORE, RCRRA and Licensee agree as follows:

1. Grant of License. RCRRA hereby grants to Licensee a license to use the Premises for and only for the purposes described in attached Exhibit B, and subject to the conditions and requirements stated herein and in the attached Exhibit B, which is incorporated herein and made a part hereof as if explicitly set forth herein. The License granted herein is for the use of the surface of the RCRRA Land. In the event of a conflict between the provisions set forth herein and those set forth in Exhibit B, the provisions stated in Exhibit B shall control.
2. No Interest in the Premises. This grant of license is non-exclusive, and grants to Licensee no right, title, or interest in the Premises, except as set forth herein, and Licensee’s rights do not run with the land.
3. Term. Subject to the RCRRA’s right to terminate this License as set forth herein, the Licensee’s right to use the Premises shall commence on August 1, 2014 (“Commencement Date”), and terminate on July 31, 2015 (the Termination Date). The License shall automatically extend for subsequent one year terms, and shall at all times be subject to the termination rights set forth in Section 17 below or elsewhere in this License.
4. Administrative Fee. The customary onetime administrative fee of \$200 is waived.
5. Payment. Licensee shall pay to the RCRRA the sum of \$1.00 for the grant of this License and use of the Premises (the “License Fee”). Payment shall be due prior to the commencement of the License and prior to Licensee’s entry onto and use of the Premises. The License Fee shall increase by three percent (0%) upon the first day of each extension

term such that the License Fee during each extension term shall be three percent higher than the License Fee immediately preceding the commencement of each one year extension term. The License Fee with respect to each extension terms shall be paid on or before the first day of each extension term and the extension shall only be effective if the License Fee is timely paid.

6. As Is Where Is. Licensee has inspected the Premises on _____ July 15, 2014_____ (the Inspection Date) and finds the Premises suitable for its purposes in the condition as of the Inspection Date. RCRRA makes no promises or warranties regarding the condition or suitability of the Premises for Licensee's purposes. Further, RCRRA, except as expressly stated in Exhibit B, will not be obligated to undertake any improvements or make any repairs to the Premises. Licensee accepts the Premises **as is, where is**.
7. Alterations. Licensee may not make any alterations or changes to the Premises beyond those described in Exhibit B without the express written consent of RCRRA. Any such alternations or changes, together with the installation in the Premises described in Exhibit B, shall be considered Improvements. Any Improvements made to the Premises by Licensee shall, upon termination of this License and in the sole option of RCRRA, become the property of RCRRA. If RCRRA determines that it does not wish Licensee's Improvements to remain on the Premises, it shall so notify Licensee and upon such notification Licensee shall, at its sole expense, remove such Improvements within five days prior to its termination of use of the premises. If Licensee fails to do so, RCRRA reserves the right to remove such Improvements, and Licensee shall reimburse RCRRA for its costs to do so.
8. Restoration of Premises. Upon termination of this License, and subject to the provisions of Section 6 above, Licensee shall restore the Premises to their condition immediately prior to the Commencement Date, reasonable wear and tear excepted.
9. Maintenance of Premises During Term. At all times during the Term Licensee, at its sole cost and expense, shall keep the Premises in a good, clean, and safe condition, and use the Premises in such manner as to prevent waste, damage, or injury occurring to the Premises and to the surface and all other areas of the RCRRA Land.
10. RCRRA's Right to Enter and Inspect and Use RCRRA Land. The RCRRA, its employees, and its agents shall have the right to enter and use the RCRRA Land and the Premises at all reasonable times for the purpose of inspecting, testing, cleaning, repairing, altering, or improving the RCRRA Land and to determine and evaluate the Premises and the use thereof by Licensee, or to exhibit the RCRRA Land and Premises to prospective tenants, purchasers, or others. Nothing in this section shall be interpreted as requiring the RCRRA to perform any such acts independent of the requirements of the other provisions of this License. The RCRRA shall also be permitted to enter the RCRRA Land for the purpose of posting notices of non-responsibility for alterations, additions or repairs. RCRRA shall have the unrestricted right to use the RCRRA Land in the manner determined by RCRRA, and if Licensee determines that RCRRA's use interferes with

Licensee's use of the Premises, the sole and exclusive remedy of Licensee shall be to terminate this License as provided in Section 17 below.

11. Non-assignability. Licensee shall not assign, transfer, convey, or encumber its interest in this Agreement or in the Premises, or allow any other person or entity (except Licensee's authorized representatives) to use all or any part of the Premises or any of the RCRRA Land relating thereto, without first obtaining RCRRA's written consent, which consent shall not be unreasonably withheld.
12. Insurance. Licensee shall obtain and maintain such insurance as is required by the provisions and requirements stated in Exhibit B.
13. Indemnification. The Licensee shall indemnify, hold harmless, and defend RCRRA, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which RCRRA, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Licensee, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the Licensee's obligations pursuant to this License or its use or occupation of the Premises.
14. Damage or Destruction of Premises. In the event the Premises are damaged by circumstances beyond the reasonable control of either party, including, without limitation, by acts of God, unusually severe weather conditions, war, riots, action or failures to act on the part of governmental authorities preventing performance, accident and fire (such causes hereinafter called "Force Majeure") such as to make them impracticable or unsuitable for Licensee's use, this License may be terminated at the option of either party upon written notice. In no case shall RCRRA be required to restore the Premises, the RCRRA Land or any property of RCRRA to a condition suitable for Licensee's continued used, though it may do so if it wishes.
15. Hazardous Substances. As used herein, the term "hazardous substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority. The term "hazardous substances" includes but is not limited to any material substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317); (ii) defined as a "hazardous substance" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); or (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et seq.). As used herein, the term, "environmental requirements" means all laws, ordinances, rules, regulations, order, and other requirements of any government or public authority now in force or which may hereafter be in force relating to protection of human health or the environment, including all requirements pertaining to reporting, licensing permitting, investigation and remediation of emissions, discharges, storage, disposal or releases of hazardous substances and all requirements pertaining to the protection of the health and safety of employees or the public. Licensee shall not permit or conduct the generation,

treatment, storage or disposal on, in or about the Premises (including any RCRRA Land or other property of RCRRA) of any hazardous substances without prior written consent of RCRRA. Licensee shall indemnify and defend RCRRA against and hold RCRRA harmless from all claims, demands, liabilities, damages, fines, encumbrances, liens, losses, costs and expenses, including reasonable attorney's fees and disbursements, and costs and expenses of investigations, arising from or related to the existence of hazardous substances in or on the Premises as a result of the acts or omissions of Licensee.

16. Signs. Licensee shall not have the right to place, construct, or maintain any sign, advertisement, banner, or other marking of any kind upon or about the Premises, except such safety markers as required by law and those described in Exhibit B to this Agreement.

17. Termination.

RCRRA may terminate this License without cause, for any reason in its sole and absolute discretion, upon ninety (90) days' written notice to Licensee.

RCRRA may also terminate this License in its sole and absolute discretion with cause and upon any of the following, without limiting RCRRA in the exercise of any right or remedy at law or in equity which RCRRA may have by reason of a default or breach of this License by Licensee:

- i. Failure Licensee to pay timely the License Fee or any other monetary sums required to be paid by Licensee hereunder., where such failure continues for ten (10) days after written notice thereof from RCRRA to Licensee.
- ii. Abandonment or vacation of the Premises by Licensee.
- iii. Upon a failure by Licensee to observe and perform any other provision of this License to be observed or performed by Licensee shall be in default and RCRRA shall have the right to terminate this License upon ten (10) days written notice unless during that ten (10) day time period Licensee commences to cure the default to the satisfaction of RCRRA and thereafter diligently prosecutes the same to completion.
- iv. In the event of the making by Licensee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Licensee of a petition to have Licensee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within ninety (90) days; the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located at the Premises or of interest in this License, where possession is not restored to Licensee within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of Licensee's assets located

at the Premises or of Licensee's interest in this License, where such seizure is not discharged within forty-five (45) days.

The Licensee may terminate this License:

- i. Upon expiration of the current term with notice at least 60 days in advance of the end of the current term.
- ii. Upon damage or destruction of Premises, or other condition of the Premises, including but not limited to RCRRA's use of the Premises, that precludes the use of the Premises as identified in Exhibit B for a period of 60 days or more.

18. Miscellaneous.

a. Notices.

Unless otherwise provided herein, all notices required by the terms of and conditions of this Agreement shall be deemed given when the notice is prepared and deposited in the United States mail to the addressee as follows:

Licensee: City of Maplewood, Minnesota
1902 County Rd B East
Maplewood, MN 55109
Attn: Director of Public Works

RCRRA: Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 4th Street East, Suite 200
St. Paul, MN 55101
Attn: Director

b. Compliance with Laws and Regulations.

Licensee shall obtain all licenses and permits required by any governmental authority for its use of the Premises, and shall comply with all terms of such licenses or permits and any code, law, or regulation applicable to its use of the Premises.

c. Remedies cumulative.

All remedies hereinbefore and hereafter conferred on RCRRA and Licensee shall be deemed cumulative and not exclusive of each other, or of any other remedy conferred by law of in equity. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this License by either party shall not be construed by the other party as a subsequent waiver of a

right or power, or shall be construed as a waiver of any subsequent default or as acquiescence or of a subsequent breach or of the same covenant, term or condition, or of the right to exercise any right or power in the future. The acceptance by RCRRRA of any non-conforming performance or fulfillment of conditions or obligations under the terms of this License or of any of the rights or remedies arising under the terms of this License shall not constitute a waiver of RCRRRA's right to conforming performance or fulfillment of conditions or obligations or any rights and/or remedies in respect to any subsequent breach or default of the terms of this License. The rights and remedies of the Landlord provided or referred to under the terms of this Lease are cumulative and not mutually exclusive.

d. Relationship of the parties.

Nothing contained in this License shall be deemed or construed by the parties hereto or by a third-party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between RCRRRA and Licensee, it being expressly understood and agreed that neither any provision contained in this License nor any act or acts of the parties hereto shall be deemed to create any relationship between RCRRRA and Licensee other than the relationship of Licensor and Licensee.

e. Alteration.

Any alteration, variation or modification of this Agreement shall be valid only when reduced to writing and signed by both parties.

f. Interpretation of Agreement; Venue.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding, arising from, or related to this License or Licensee's use or occupancy of the Premises shall be venued in the District Court, Second Judicial District, Ramsey County, Minnesota.

g. Entire Agreement.

This License Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this License and shall supersede all prior or written agreements of the parties with respect to the subject matter of this License.

h. Counterparts.

This License Agreement may be executed in counterparts.

[Signature Page Follows]

SIGNATURE PAGE OF LICENSE BY AND BETWEEN RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY AND THE CITY OF MAPLEWOOD, MINNESOTA.

IN WITNESS WHEREOF, RCRRA and Licensee have executed this License to be effective as of the date set forth in the caption of this License.

RCRRA:

LICENSEE:

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

CITY OF MAPLEWOOD, MINNESOTA

Rafael E. Ortega, Chair

By: _____

Nora Slawik

Date: _____

Its: Mayor

Date: _____

Approval Recommended

Timothy A. Mayasich, Director

By: _____

Melinda Coleman

Date: _____

Its: Interim City Manager

Date: _____

Approved as to form and insurance:

By: _____
Assistant Ramsey County Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

Date: _____

EXHIBIT B

CONDITIONS TO LICENSE NO. _____ LNE042_____ DATED August 1, 2014
BETWEEN THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (“RCRRA or
LICENSOR) AND THE CITY OF MAPLEWOOD, MINNESOTA. (LICENSEE).

1. Permitted Use. Licensee shall have non - exclusive use of the surface of that portion of the Licensor’s land shown on Exhibit A attached hereto and made a part hereof (“Premises”) for the installation of one (1), interpretive kiosk sign which displays historic information and photographs that pertain to the area of the Vento Trail and County Rd D. The sign shall be located at the South West corner of the Gervais Ave. and Vento Trail intersection. The interpretive kiosk sign shall be constructed using the same design, dimensions, material and finish as depicted in the photograph marked "Example Kiosk" on Exhibit A to this Agreement

2. Insurance. At any time that Licensee is installing, repairing, inspecting, reviewing or testing on or at the Premises, Licensee shall maintain such insurance, either through commercial insurance or a program of self insurance, insurance as will protect the RCRRA from claims which may arise out of or result from operations of the Licensee pursuant to this License including but not limited to the following:

General Liability – A minimum of \$1,200,000 per occurrence and \$1,200,000 aggregate. Such coverage shall include contractual liability insurance either specifically naming this Agreement, or on a blanket basis, and RCRRA, its officials, and its employees shall be named as additional insureds, with a cross-suits endorsement in favor of the RCRRA.

Fire and All-Risk Property Insurance.

Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of the Licensee at the Premises.

Licensee hereby waives and releases RCRRA, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of Licensee’s property resulting from fire or other perils covered in standard property insurance coverage. Licensee agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against RCRRA.

Auto Liability - \$1,200,000 per occurrence and \$1,200,000 aggregate. Require “hired and owned” and “hired and non-owned” auto insurance.

Workers Compensation - As required by MN statute.

The Licensee shall not commence work in any form on or at the Premises until the Licensee has obtained and filed an acceptable certificate of insurance, or evidence of adequate self-insurance, with RCRRA.

Nothing in this License shall constitute a waiver of any statutory or common law immunities, limits, or exceptions on liability.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

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

DATE: July 17, 2014

SUBJECT: Approval to Use the Services of Hugo's Tree Care

Introduction

Hugo's Tree Care has provided service to the city with tree removal/trimming of hazardous, dead, and diseased trees. It is anticipated cost could exceed \$20,000 this year. Council approval is requested for services provided by Hugo's Tree Care for the remainder of the year.

Budget Impact

Funds are available in the approved 2014 Forestry budget in fees for service.

Recommendation

Staff recommends that council approve the use of services provided by Hugo's Tree Care.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Paul P. Schnell, Police Chief
Steve Lukin, Fire Chief

DATE: July 18, 2014

SUBJECT: Approval of Resolution Supporting Closest Unit Dispatching in Life Safety
Emergency Cases

Introduction

Closest unit dispatching across jurisdictional boundaries is a relatively new public safety option now available due to the advancement of technology and systems. Maplewood Police and Fire/EMS leaders share the belief that closest unit public safety resource deployment is both viable and beneficial to both the people of Maplewood and residents of neighboring Ramsey County-based jurisdictions.

Background

The Ramsey County Emergency Communications Center will implement new computer-aided dispatch (CAD) and mobile computing systems in January 2015. The new system offers an array of improved technical capabilities over the current system. One key system improvement is the ability of a dispatcher to know exactly where a given public safety resource (police, fire, EMS) is located. Because of the application of this global positioning technology, a dispatcher handling an incoming incident where the life safety of a person is believed to be in immediate danger, they could deploy the closest available, qualified resource—even across jurisdictional boundaries. At present, the City Maplewood has mutual aid agreements with all other Ramsey County municipalities and the Ramsey County Sheriff's Office. While these agreements are routinely utilized, they require mutual aid resources to be requested. In life safety emergencies, time is often of the essence and the deployment of a closer available resource demonstrates intergovernmental cooperation and the moral standard of applying an immediate resource to an immediate need.

Closest unit dispatching is not without challenges. In addition to clearly defining and establishing the circumstances constituting a life safety emergency, we must address the communication, economic, and liability issues that may arise.

Budget Impact

None.

Recommendation

It is recommended that the Maplewood City Council resolves support for a defined cross-jurisdictional dispatching policy of deploying the closest, available, and qualified public safety resource in certain emergency situations where it is believed the life safety of a person is in immediate danger.

Attachments

1. Resolution

**A Resolution in Support of Public Safety Closest Unit Dispatching
in Life Safety Emergency Cases**

Whereas, the City of Maplewood is a political subdivision of the State of Minnesota, located within Ramsey County; and

Whereas, the City of Maplewood, like all governmental bodies, has as one of its essential functions the provision of public safety services to protect and preserve the life and property of the people within its jurisdictional boundaries; and

Whereas, it is the responsibility of the government of the City of Maplewood to provide reasonable levels of public safety resources to respond to and meet the core needs of its residents and those within its jurisdictional boundaries; and

Whereas, advances in technology and a shared public safety dispatch center makes it possible to know the location of a given public safety resource (police, fire, emergency medical service) relative to the location of a reported life safety emergency; and

Whereas, a life safety emergency is any event where, based upon reported circumstances and uniformly established and agreed-upon protocols, the life safety of a person(s) is believed to be in immediate danger; and

Whereas, the geographic boundaries of a given political subdivision typically determines legal responsibility for a life safety emergency response, the moral, reasonable, and publically expected responsibility is to provide those whose life may be in immediate jeopardy with the closest available and qualified public safety resource; and

Whereas, the City of Maplewood has a desire to provide its citizens and those within its boundaries experiencing a life safety emergency with the closest available and qualified public safety resource, including an available and qualified response resource from a neighboring political subdivision. Similarly, the City of Maplewood pledges to make its public safety resources available to another political subdivision when that resource is determined able to provide immediate services in a life safety emergency; and

Whereas, it is acknowledged that response to such a life safety emergency should be limited to addressing immediate life safety needs until such time as a public safety resource from the political division of incident occurrence and responsibility is able to assume control of the incident and/or event.

Now, therefore, the City Council of the City of Maplewood in recognition of its civic, legal, and moral obligation resolves support for a defined cross-jurisdictional dispatching policy of closest, available, qualified public safety resource deployment in certain emergency situations where it is believed the life safety of a person is in immediate jeopardy; and

Further, it is recommended, that public safety leaders serving the various political subdivisions within Ramsey County convene to discuss establishment of a reasonable, limited, and defensible closest unit dispatching policy to effectively serve the immediate life safety needs of those who live, work, or visit our respective jurisdictions; and

Further, it is acknowledged that this recommendation is not without a range of legal, communication, economic, and liability implications that must be addressed. It is also understood that such a policy does not reduce or mitigate the responsibility of this or any political subdivision to provide adequate resources to meet the emergency needs of people within their political subdivision; and

Finally, be it known that the City of Maplewood has only the highest regard for our neighboring political subdivisions and that these recommendations are made for the mutual benefit of our peoples.

Adopted this 28th day of July, 2014,

Nora Slawik, Mayor

Attest:

Karen Guilfoile, City Clerk

MEMORADUM

TO: Melinda Coleman, Interim City Manager
FROM: Paul Schnell, Police Chief
DATE: July 22, 2014
SUBJECT: Approval of Resolution Accepting Donation to Maplewood Police Reserves from Ramsey County Fair

Introduction

The Maplewood Police Department's Reserve Unit has received a donation of \$400 from the Ramsey County Agricultural Society/Fair Board. City Council approval is required before the donation can be accepted.

Background

For the past several years, following the close of the Ramsey County Fair, the Fair Board has made a donation to the City's Reserve Unit. In addition to the \$400 donation, the Fair Board submitted a letter of appreciation acknowledging the service and commitment of our Reserves. The \$400 is designated for use by the Reserves for equipment or other needs, such as uniforms.

Budget Impact

The receipt of the donated funds assists the City in funding Reserve Unit needs.

Recommendation

Approval of the resolution accepting the donation made by the Ramsey County Fair Board.

Attachments

1. Resolution
2. Letter from Ramsey County Agricultural Society/Fair Board

**RESOLUTION
EXPRESSING ACCEPTANCE OF AND APPRECIATION OF
A DONATION TO THE MAPLEWOOD POLICE DEPARTMENT**

WHEREAS, the Ramsey County Agricultural Society/Fair Board has presented to the Maplewood Police Department a donation in the amount of \$400; and

WHEREAS, this donation is intended for the purpose of Maplewood Police Reserve Unit equipment and/or needs; and

WHEREAS, the Maplewood City Council is appreciative of the donation and commends the Ramsey County Agricultural Society/Fair Board for their civic efforts,

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

1. The donation is accepted and acknowledged with gratitude; and
2. The donation will be appropriated for the Police Department as designated; and
3. The appropriate budget adjustments be made.

Passed by the Maplewood City Council on July 28, 2014.



Ramsey County Agricultural Society

Ramsey County Fair Board

July 17, 2014

2020 White Bear Av.
Maplewood, MN 55109

Paul P. Schnell
Police Chief, City of Maplewood

Steve Lukin
Fire Chief, City of Maplewood

Officers:

- Ron Erickson
President
(651) 776-4254
- Sharon Stillings
Vice President
(651) 633-8577
- Joe Fox
Secretary
(651) 777-6514
- Jill Bruhn
Treasurer
(612) 709-2049

Dear Paul and Steve;

Just a brief note to thank both of you and your staff(s) for all of your cooperation during the recent Ramsey County Fair. I am well aware how an event of this nature can really add an additional burden to your workload which is always busy at this time of the year with vacations and all. The White Bear Ave. parade and the fireworks are two events during the fair that definitely adds to your busy schedule.

I need to tell you Paul that the police reserves and especially the Officer who was on duty were most cooperative and have really been positive about their assignment to the county fair. I have enclosed a financial contribution which I hope can be used by the reserves for equipment or other needs of their choice. Without a doubt it is your kind of contribution and cooperation that a county fair still exists in Ramsey County. We are not sure of the dates for next year but it likely will be July 8-12 or July 15-19th. I will let you know those dates within the next month. Thank you again for your cooperation.

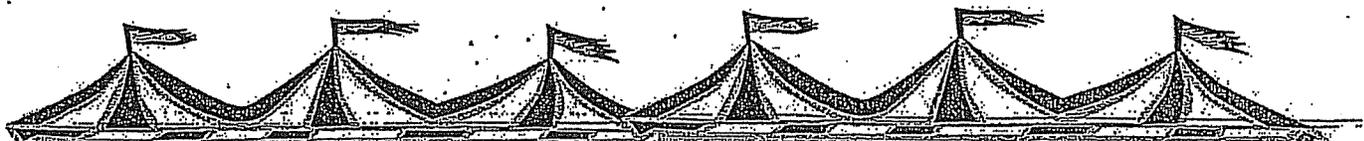
Directors:

- Kat Christopherson
- Catherine Dahir
- Jodie Grabarski
- Mike Lund
- Ralph Nardini
- Al Pearson
- Fred Perez
- Robert Reistad
- Ron Suiter
- Kathy Travis
- Gary Unger

Sincerely,

Joe Fox
Secretary/Manager

C.C. Mayor Nora Slawik
Interim City Manager Melinda Coleman



Ramsey County Fair
July 9 - 13, 2014 www.ramseycountyfair.com

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

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

DATE: July 18, 2014

SUBJECT: Approval of Amendments to the Ordinance Regulating Tattoo Establishments—
Second Reading

Introduction:

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

Background

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

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

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

The City Council held a public hearing to adopt the first reading of the amendments to the ordinance regulating Tattoo Establishments on July 14, 2014. No changes were recommended.

Recommendation

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

Attachments

1. Amended Tattoo Establishment Ordinance

ARTICLE XVII. BODY ART ~~TATTOO~~ ESTABLISHMENTS

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

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

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

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

Sec. 14-1331. Purpose.

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

Sec. 14-1332. Definitions.

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

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

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

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

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

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

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

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

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

Issuing authority means the city clerk.

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

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

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

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

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

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

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

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

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

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

Cross reference— Definitions generally, § 1-2.

Sec. 14-1333. License required; exception.

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

Sec. 14-1334. License application.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 14-1335. License fee.

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

Sec. 14-1336. License application execution.

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

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

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

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

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

Sec. 14-1338. Persons ineligible for license.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 14-1340. License requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 14-1341. Health and sanitation restrictions.

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

(1) *Lavatory requirement.* Every place where ~~body art tattooing~~ is practiced shall be equipped with an adequate and conveniently located toilet room and hand lavatory for the accommodation of employees and patrons. The hand lavatory shall be supplied with hot and cold running water under pressure, shall be maintained in good repair at all times, and shall be kept in a clean and sanitary condition. Toilet fixtures and seats shall be of a sanitary open-front design and readily cleanable. Easily cleanable, covered receptacles shall be provided for waste materials. Every lavatory facility shall be provided with an adequate supply of hand-cleansing compound and single-service sanitary towels or hand-drying devices.

(2) *Skin infection.* No person having any skin infection or other diseases of the skin shall obtain body art~~be tattooed~~.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 14-1342. Sanctions for license violations.

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

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

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

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

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

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

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

Sec. 14-1343. Temporary Suspension

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

Sec. 14-1344~~3~~. Issuance of temporary body art ~~tattooing~~ event license.

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

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

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

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

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

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

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

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

a. Each operator shall wash his hands thoroughly with soap and water and then dry them with a clean towel before and after each body art procedure ~~tattooing~~.

Operators with skin infections of the hand shall not perform any body art procedures ~~tattooing services~~.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) name;

(ii) home address;

(iii) home telephone number;

(iv) date of birth;

(v) copy of an identification photo; and

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

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

Sec. 14-1345~~4~~. Penalty.

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

Secs. 14-1346~~5~~—14-1370. Reserved.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Tom Ekstrand, Senior Planner

DATE: July 22, 2014

SUBJECT: Approval of the Following Requests for the Days Inn Conversion to Senior Housing at 3030 Southlawn Drive:

1. A Conditional Use Permit to Allow Multi-Family Housing in a Business Commercial District
2. A Parking Reduction for Fewer Parking Spaces than Required
3. A Unit-Size Reduction Variance
4. Design Plans

Introduction

On July 14, 2014, the city council considered the above requests for a proposed conversion of the Days Inn into a senior's housing facility for 115 units of assisted living and memory care apartments. The city council tabled this review and directed staff to bring this proposal back on July 28, 2014 after addressing the following:

1. Staff should evaluate the need for a fence around the facility, because of the heavy-commercial location of this site.
2. What security measures will the facility provide to deal with the possibility of walk-offs of memory-care residents?
3. The police chief and fire chief should explore similar senior's housing facilities in the area that the Hazelwood Station serves. How many police and ambulance runs do they typically make to these residences (Hazel Ridge on Hazelwood Street and The Seasons at Kennard Street and Legacy Parkway) each year?
4. Explore reimbursement methods from the applicant to pay for public safety calls to this facility.
5. The public works director should make recommendations to provide pedestrian access from this facility to the Ramsey County Library across Southlawn Drive and to the Maplewood Mall.
6. The applicant should also address how they anticipate their residents will walk around the property and access nearby stores and the library.

7. Evaluate the need for a circular drop-off/pick-up point by the front entrance and also explore the provision of shuttles such as those at The Shores for transportation to outside facilities/amenities.

Please note that the previous memo is part of this addendum and follows the discussion of the seven above items.

Discussion

Viability for Fencing and Security Measures to be Implemented (Questions 1 and 2).

The applicant responded as follows:

The layout and operation of the facility including internal circulation, door hardware, and 24-hour staffing are in place to provide security and safety for residents. Memory care patients are secluded to specific areas of the facility and cannot leave unless escorted by a staff member who has key card access. In the event of an emergency, the locks are triggered by an alarm with a delayed egress device and residents would then be escorted to safety by a staff member. Also, residents in memory care will have access to the outside areas labeled as "Memory Garden" on the plans. The Memory Gardens are outside areas designated for memory care patients and will be locked and monitored to prevent walkaways. As pictured in the attached photo they are a 6' vertical picket fence that is very difficult to climb. To put it simply, these residents are locked into certain areas of the facility and cannot leave unless escorted by someone with approved access. Furthermore, in the event that a particular patient attempts to walk away on one or more occasions, they can be equipped with a monitoring device that would send an alarm with their location if they leave the facility.

Doors are alarmed if memory care doors are breached or if they are opened properly but not closed firmly in place, giving staff the opportunity to investigate. Further, staff is trained to stay with the group and watch for signs. Memory care patients are pretty direct, many don't know why they are there every day, and they establish daily patterns that staff are alert to.

Police Chief and Fire Chief Responses to the Number of Public Safety Calls to Existing Facilities (Question 3)

Chief Lukin provided the following counts of emergency calls for Hazel Ridge Senior's Housing on Hazelwood Street and for The Seasons in Legacy Village:

Hazel Ridge. 2011 to 2013. There were 241 calls. Averaging 80 per year or 6.6 per month.
The Seasons. 2011 to 2013. There were 280 calls. Averaging 93 per year or 7.8 per month.

Chief Schnell provided the following counts for police calls made to the Days Inn during this same timeframe.

From 2011 to 2013 there were 14 calls.

Applicant's Response Referencing Ambulance calls to their Summit Senior Living facility in St. Paul:

We estimate that the Summit Senior Living typically has an ambulance at the building with a frequency of once a week. However, the facility will have two full time nurses on staff, with one being on call and available 24/7. Because there is medical staff available to residents at the

facility, the frequency of ambulance and fire department calls would be much less when compared to an elderly person living in their own home without in house medical staff.

Question about Requiring the Applicant to Pay for Public Safety Calls to the Facility (Question 4).

To preface the applicant's response, staff had told them of a previously required method for defraying the cost of public safety calls to another facility. That facility was the South Metro Human Services (SMHS) mental health care clinic at 1111 Viking Drive. On July 25, 2011, the city council approved a conditional use permit (CUP) for this use and, to cover a cost impact of anticipated police calls, the council required that the developer pay \$1,000 per year, for ten years, to defray such costs to the city. That applicant paid \$10,000 to the city as an assessment to be used for recouping the costs of police calls to the facility.

The applicant's architect provided the following in response to the council's question and this earlier requirement of SMHS:

I want to be clear that this is a senior living environment with average age of the residents at 85 years. This is not a Mental Health clinic or half way house. There is a clear distinction. With that said: The Applicant, Albert Miller, is willing to participate in a program that would help to reimburse the police and fire department for their services in the event of a patient walkaway, or excessive ambulance calls.

One suggestion that we have for a program that would help alleviate this burden on the Police and Fire Departments would be a fund that could be drawn from if such an event(s) would occur. We suggest that Mr. Miller would start this fund with a deposit of \$10,000. After Mr. Miller starts this fund, we suggest that the City of Maplewood request that Ebenezer, Ecumen, Walker Methodist, and all other management companies that provide memory care services in Maplewood also contribute as similar amount of money, because right now this has the appearance of unfairly burdening one business owner who has no negative track record in the community. Once the fund is set up, any future developers for this type of facility would have a set fee that they would pay for such city services.

Michael Thompson, Public Works Director, Responded to the Concern About Pedestrian Access. The Applicant also Provided Comments (Questions 5 and 6).

Mr. Thompson's Comments are as Follows:

From the council's discussion, there are concerns about pedestrian connections for the facilities' residents. One option to improve pedestrian access is to provide a four-foot-wide walk on the north side of the proposed east-west driveway north side of the building. This is not intended to encourage non-residents to walk into the senior living space, but to keep any pedestrian from walking in the driveway.

The council questioned the need for connecting the Ring Road sidewalk to the Mall. Providing any form of extended pedestrian way across the Mall property is outside of the scope of this review, however, staff can start this discussion with the various parties. For this project, it is important to connect people from this site to the Ring Road sidewalk and to the Southlawn

sidewalk. This will be adequate and satisfy resident pedestrian needs. A striped crossing at Southlawn Drive to the Ramsey County Public Library should be considered if proven a viable option.

If the developer feels that this will encourage non-residents to cut through the site, my response would be that non-residents will cut through the site on the 24' driveway anyway. Providing a safe pedestrian way can be accomplished with a four-foot walk on the north side which would connect residents from the building to Southlawn or the Mall Ring Road sidewalk. Refer to the attached diagram.

Providing a Crosswalk

Mr. Thompson asked SEH, a city engineering consultant, to offer an opinion to the feasibility and cost of providing a crosswalk at Southlawn Drive. Tom Sohrweide with SEH provided the attached analysis. Please refer to Mr. Sohrweide's letter.

Mr. Thompson reviewed this analysis and comments that:

There is a crossing further south at the controlled 4-way stop intersection. However, if there is a strong desire to do a mid-block crossing on Southlawn Drive, where there are presently no crossing controls, then I agree with Mr. Sohrweide that a more extensive investment is needed than just painting a crosswalk and adding signs. His proposal provides a safe crossing design should the council wish to require a more protected crossing.

Applicant's Response to Resident Mobility:

Assisted living residents would be able to walk around the property on the sidewalk that surrounds the building as shown in the Site Plans and Landscape Plans. Also, Assisted Living residents will have access to the courtyard space and Memory Care Residents will have access to the two memory garden spaces highlighted on Drawing Sheet L1.2.

If residents want to go to any of the neighboring amenities, including the Mall or library, they would be transported there by family members and/or by a shuttle service provided by the applicant. The shuttle service would be available several times a week to transport residents as part of events and activities organized by the facility's Activity Director. The shuttle service will be available with a comparable frequency to the shuttle service offered by the Shores Senior Living.

The Addition of a Circular Drop-off/Pick-up Point by the Front Entrance should be Explored to Accommodate Shuttle Vehicle Transportation like at The Shores (Question 7).

Staff looked at the potential for a circular pick-up/drop-off point at the front entrance. Being that this is a retro-fit on a developed site, there is no room available for such an amenity. The applicant is proposing to utilize the existing vehicle overhang which is presently in place for a protected cover. Staff feels that would provide sufficient protection from the weather.

Conclusion

Staff agrees with the applicant that a fence around the entire facility would not be necessary in view of their proposed security precautions. Also, a fence would look somewhat institutional for a senior's residence. The covered entrance canopy will also provide weather protection for persons coming and going by the front entrance. Staff does not suggest any revision there.

If the city council wishes to add conditions relative to other points discussed above, staff suggests the following additions to the CUP recommendation (Recommendation A) and to the design-review recommendation (Recommendation D).

Revision to CUP Condition A8 (new language is underlined):

8. The applicant shall work with the city engineer/director of public works to provide a safe walkway across Southlawn Drive for their residents as described in the analysis by SEH dated July 21, 2014. This installation shall be paid for by the applicant. The applicant shall also provide the sidewalk and ADA compliant ramps as shown on the Public Works Director's Suggested Pedestrian Way Additions detail dated July 18, 2014.

Revision to CUP Condition A9 (deletions are crossed out and additions are underlined):

9. ~~All costs to the city associated with retrieving memory care residents that "walk-away" from the proposed seniors residence shall be paid by the applicant.~~ Before the applicant obtains a building permit, he shall sign an agreement with the city agreeing to pay an annual assessment of \$1,000 per year for ten years to defray the cost of police calls to the facility.

Revision to design-review Conditions to add Condition 9 (Additions are underlined):

9. The applicant shall work with the city engineer to provide a safe walkway across Southlawn Drive for their residents as described in the analysis by SEH dated July 21, 2014. This installation shall be paid for by the applicant. The applicant shall also provide the sidewalk and ADA compliant ramps as shown on the Public Works Director's Suggested Pedestrian Way Additions detail dated July 18, 2014.

The original memorandum that was presented to the city council on July 14, 2014 follows for background information. The complete recommendation previously submitted is in this original memorandum.

MEMORANDUM

TO: Melinda Coleman, Interim City Manager

FROM: Tom Ekstrand, Senior Planner

DATE: July 9, 2014

SUBJECT: Approval of the Following Requests for the Days Inn Conversion to Senior Housing at 3030 Southlawn Drive:

5. A Conditional Use Permit to Allow Multi-Family Housing in a Business Commercial District
6. A Parking Reduction for Fewer Parking Spaces than Required
7. A Unit-Size Reduction Variance
8. Design Plans

Introduction

Albert Miller is proposing to convert the 120-room Days Inn west of the Maplewood Mall into 115 units of senior housing. Mr. Miller is proposing a mix of assisted living and memory care apartments. This proposal includes a parking reduction from 230 parking spaces to 73 parking spaces and a unit-size reduction from 580 square feet to a memory care unit range from 312 square feet for memory care units to 364 square feet for studio units to 640 square feet for one-bedroom units.

City code allows multi-family housing in BC (business commercial) zoning districts by conditional use permit (CUP). Refer to the attachments.

Requests

- A CUP for multi-family seniors housing in a BC zoning district.
- A parking waiver for fewer parking spaces than code requires. Code requires 230 parking spaces. The applicant proposes 73.
- A unit-size reduction variance to provide memory-care unit sizes beginning at 312 square feet. Code requires a minimum of 580 square feet.
- Approval of building, site and landscaping plans.

Background

1977: The community design review board approved the plans for this building as a Holiday Inn. Construction began that year.

Discussion

CUP Consideration

The zoning ordinance requires that the city council find that all nine “standards” for CUP approval be met to allow a CUP. These standards for approval are:

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

Staff does not see any reason why this use would not fit the above criteria. Our main concern, though, has been whether this conversion to senior housing is appropriate in a heavily developed commercial area. Would the Myth Nightclub be a suitable neighbor to senior citizens? Would this use be compatible with the commercial activity surrounding the Maplewood Mall?

Police Chief, Paul Schnell, raised concerns also about compatibility with the possibility of memory-care residents “walking off” from the facility. Staff asked the applicant to respond to Chief Schnell’s comments which are in black and the applicant’s reply is in blue.

Is there a targeted senior clientele they could hope to attract to this facility over others. In other words, how does their expected resident population compare to what might otherwise go to a new facility, like a White Pines type facility? Is there any difference?

The Senior Living facility at the Maplewood Hotel aims to attract people needing memory care or assisted living services at an intermediate cost when compared to other senior living facilities. Presumably, the facility would be attractive to people who want quality care and living but cannot afford the premiums of a facility like the Seasons of Maplewood which is just across Southlawn Drive from the current hotel.

Given their desire to target memory care type residents, I’m interested in their facility security and staffing plan. Patient walkaways can be a very time consuming call for service.

This is a very reasonable concern, and one that is critical to the operation of a successful memory care facility. The layout and operation of the facility including internal circulation, door hardware, and 24-hour staffing will be situated to prevent patient walkaways. Memory care patients are locked in and secluded to specific areas of the facility and cannot leave unless escorted by a staff member. Also, residents in memory care will have access to the outside areas labeled as “Memory Garden” on the plans. The “Memory Garden” is a secure area like the building interior and will be locked and monitored to prevent walkaways. To put it simply, these residents are locked into certain areas of the facility and cannot leave unless escorted by someone with approved access. Finally, the 24-hour staff will have a protocol in place to get residents evacuated from these locked areas in the event of a fire or other emergency.

However, with all these measures in place, patient walkaways do happen on rare occasion. We are aware of one instance at the Shores of Lake Phalen where a patient escaped and to our understanding, was found by staff and brought back to the residence. In cases where a particular patient attempts to walk away on one or more occasions, they can be equipped with a monitoring device that would send an alarm with their location if they leave the facility.

Broadly, the proposed development use seems and feels contrary to the general retail and entertainment specific to the area. Given the land use in the IMMEDIATE area, I wonder if residents of the facility would or could have reduction in quality of life based on noise and traffic in the immediate area

We agree that the proposed use may seem contrary to many of the adjacent properties. However, the Seasons of Maplewood is located just across Southlawn Drive from the Existing Hotel.

Also, many of the adjacent properties would be ideal for residents and visitors of the facility. People coming to visit family members could use the Mall and adjacent

businesses. Also, the public library and adjacent park across Southlawn drive could be used by both residents and guests.

An anecdotal bit of information: we are on the national search team from Ryan Development (a component of Ryan Construction) as they try to take senior housing to a national level. Our first project together is near the Arbor Lakes Shopping district in Maple Grove. Nationally Ryan Development is only searching for sites that are adjacent or part of large suburban shopping districts.

Density

Being that the site is zoned BC and guided C (commercial) there is no set density maximum established for multi-housing. Staff reviewed this proposal with the city attorney and he advised that, being that the zoning ordinance allows multi-family development in a BC district, staff should use their best judgment in determining a reasonable density. The proposed density of this 115 unit facility on the 6.7 acre site would be 17 units per acre. This equates to the comprehensive plan's density for HDR (high density residential). The density allowed in areas guided as HDR would permit a density range between 10 and 25 units per acre.

Staff has no issue with this density. Seniors facilities such as the proposed one have the impact of a much lesser density since most of the residents do not drive and largely stay within the facility.

Parking Reduction

City code requires that apartment buildings have two parking spaces for each unit. One of which must be a garage space. With a proposed 115 living units, the code would require 230 parking stalls—115 garage spaces and 115 open parking spaces. The applicant is proposing 73 parking spaces.

Staff agrees that the proposed 73 parking spaces would be an adequate amount of parking spaces. The city regularly determines that senior housing facilities do not require two spaces per unit as code requires for family housing. As example, the recently completed Shores assisted-living and memory-care facility on Frost Avenue, with 105 units, was approved to have 24 outdoor parking spaces and 28 underground garage parking spaces totaling 52.

Unit Size

The applicant has provided the following justification for the unit sizes:

We request a variance due to the fact that this type of facility does not require larger units because so much space is dedicated to common areas. In assisted living and memory care facilities, residents tend to spend most of their free time in the common spaces, using their personal rooms mostly for resting. Meals are served in common areas so the rooms do not require large kitchens. Activities are set up in the common areas and conducted by staff so little room is needed in the individual units for social activities. When looking at the proposed floor plans, you'll notice when compared to a typical multifamily housing project, there is significantly more common space dedicated for this facility.

The city has allowed smaller unit sizes in the recent past primarily for memory-care units as shown in this comparison:

<u>Project Name</u>	<u>Number of Units (includes memory care)</u>	<u>Approved Unit Size</u>
Comforts of Home	42 (15 MC)	221 to 360 sq ft
Lakewood Commons	100 (30 MC)	425 sq ft
The Shores	105 (32 MC)	433 sq ft
The Seasons	150 (30 MC)	382 sq ft
Proposed Days Inn Conversion	115 (54 MC)	312 to 640 sq ft

The senior-housing industry, however, has moved toward smaller room sizes since it has found that the larger spaces are not needed for assisted- or memory-care units. The city has allowed smaller unit sizes for assisted and memory-care units fairly regularly with recent projects as noted above. Staff does not find a problem with this request for these units.

Building Design

The applicant proposes to repaint the existing brick-embossed concrete block and stucco, repair the damaged retaining wall and repair the damaged trash enclosure. These are welcome changes.

Parking Lot Removal

The northerly parking lot would be removed with a driveway connection retained between the Mall Ring Road and Southlawn Drive. The area of parking lot removal will be restored with grass. The northerly east-west driveway that would remain would be curbed with an up-right six-inch curb and gutter.

The applicant also proposes to remove the driveway on the west side of the building and landscape this area.

Site Lighting

The applicant is not proposing any changes to the site lighting.

Landscaping

The site would be re-landscaped with a considerable amount of plantings around the entire building. As mentioned, the northerly parking lot will be restored with grass except for keeping a paved area for the east-west driveway connection.

Department Comments

Building Official

Nick Carver, building official, stated that, because this is a “change of use,” it requires that the applicant comply with all current codes.

Engineering

Refer to the engineering report by Jon Jarosch, staff engineer dated June 6, 2014.

Fire Marshal

Butch Gervais, assistant fire chief, stated that the applicant will need to comply with all current state and local fire codes.

Police

Paul Schnell, police chief, commented about this proposal. Chief Schnell's comments were discussed above under the CUP Consideration section above.

Commission Actions

June 17, 2014: The planning commission recommended approval of these requests. They added the following conditions, though, for the CUP recommendation:

- Add to Condition 4: The applicant shall provide an adequate number of electrical power stations in the parking lot for residents to use plug-in engine heaters since there will not be any underground parking.
- Add Condition 8: The applicant shall work with the city engineer to provide a safe walkway across Southlawn Drive for their residents.
- Add Condition 9: All costs to the city associated with retrieving memory-care residents that "walk-away" from the proposed seniors residence shall be paid by the applicant.

June 24, 2014: The community design review board recommended approval with the staff recommendation.

Budget Impact

A possible impact to the city could be if the police are needed to respond to calls about a memory-care resident "walkaway."

Recommendations

- A. Approve a conditional use permit resolution to allow multi-family seniors housing in a BC zoning district. Approval is based on the findings required by ordinance and subject to the following conditions:
1. All construction shall follow the site plan date-stamped June 2, 2014 approved by the city. Staff may approve minor changes.

2. The proposed use must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
 3. The city council shall review this permit in one year.
 4. If there is a need for additional parking spaces in the future, the applicant shall revise the plan to provide additional parking stalls to meet their needs, subject to staff approval. The applicant shall provide an adequate number of electrical power stations in the parking lot for residents to use plug-in heaters since there will not be any underground parking.
 5. The applicant shall comply with the conditions stated in the engineering report dated June 4, 2014.
 6. The applicant shall comply with the requirements of the city's building official, assistant fire chief and health officer.
 7. This permit allows 115 senior housing units consisting of assisted living and memory care units. Minor changes to this unit count may be approved by staff.
 8. The applicant shall work with the city engineer to provide a safe walkway across Southlawn Drive for their residents.
 9. All costs to the city associated with retrieving memory-care residents that "walk-away" from the proposed seniors residence shall be paid by the applicant.
- B. Approval of a parking waiver for fewer parking spaces than code requires, allowing 73 spaces. This proposal for 115 units of senior housing would require 230 parking spaces. The city finds that the proposed reduction to 73 parking spaces would be sufficient for this assisted-living and memory-care seniors housing facility since senior housing facilities do not require the amount of parking needed for typical multi-family housing needs. Should a parking shortage develop in the future, the applicant shall revise the plan to provide enough to meet their needs, subject to staff approval.
- C. Approval of a variance resolution to allow a living-unit size reduction. This variance allows memory-care living units beginning at 312 square feet. Code requires a minimum of 580 square feet. This variance is based on the findings that:
1. Memory-care housing facilities do not require the amount floor area that would be needed for typical multi-housing developments. Therefore, smaller unit sizes would be in harmony with the general purposes of the zoning requirements based on the industry standards for such housing.

2. The proposed assisted-living and memory-care seniors housing facility would be consistent with the comprehensive plan since the Plan encourages the city to provide life-cycle housing for its residents.
 3. The proposed unit sizes for memory-care units is reasonable since the city ordinance does not accommodate or address living-quarter sizes for senior citizen housing or special needs housing such as for memory-care residents. The city's requirements for studio or one-bedroom housing units are excessive for those with intensive-care or memory-care housing needs.
- D. Approval of the plans date-stamped June 2, 2014, for the Days Inn Hotel Conversion to senior housing. Approval is subject to the following conditions:
1. Approval of design plans is good for two years. If the applicant has not begun construction within two years, this design review shall be repeated. Staff may approve minor changes to these plans.
 2. The applicant shall obtain a conditional use permit from the city council for the proposed housing facility in a BC (business commercial) zoning district.
 3. The applicant shall complete the site improvements as proposed in the plans. This includes all landscaping, trash enclosure upgrades, retaining wall repair, building painting and parking lot and driveway changes and improvements.
 4. After its removal, the old parking lot surface shall be restored to lawn and kept maintained and mowed.
 5. The applicant shall comply with the conditions noted in the engineering report by Jon Jarosch dated June 4, 2014.
 6. The applicant shall comply with all requirements of the city's building official, assistant fire chief and health officer.
 7. The applicant shall obtain approval of a parking waiver from the city council before beginning this project.
 8. The applicant shall provide an irrevocable letter of credit or cash escrow in the amount of 150 percent of the cost of installing the landscaping, before getting a building permit.

Reference Information

Site Description

Site size: 6.7 acres

Existing land use: The Days Inn

Surrounding Land Uses

North: The Myth Nightclub

South: Maplewood Mall parking lot and ring road drive

East: Maplewood Mall and Mall parking lot

West: Southlawn Drive and Ramsey County Public Library

Planning

Land Use Plan designation: C (commercial)

Zoning: BC (business commercial)

Code Requirement

Section 44-512 (1) of the BC zoning district states that a conditional use permit may be granted for "all permitted uses in the R3 district."

Findings for CUP Approval

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

Findings for Variance Approval

State statute requires that in order to grant a variance, the city council must determine that the proposal is found to be:

- (1) In harmony with the general purposes and intent of the official control;
- (2) Consistent with the comprehensive plan;
- (3) When there are practical difficulties in complying with the official control. "Practical difficulties" means that the property owner proposes to use the property in a reasonable manner not permitted by an official control. The plight of the landowner is due to circumstances unique to the property not created by the landowner and the variance, if granted, will not alter the essential character of the locality.

Application Date

The application for this request was complete on June 2, 2014. State law requires that the city decide on these applications within 60 days. The deadline for city council action is August 1, 2014.

Attachments

1. Conditional Use Permit Resolution
2. Variance Resolution
3. Location Map
4. Land Use Plan Map
5. Zoning Map
6. Applicant's Letter of Request dated May 19, 2014
7. Site Plan of Existing Conditions
8. Site Plan Proposal
9. Building Elevations
10. Engineering Report dated June 6, 2014
11. Planning Commission Minutes dated June 17, 2014
12. Community Design Review Board Minutes dated June 24, 2014
13. Plans date-stamped June 2, 2014 (separate attachment)

New Attachments:

14. Public Works Director's Suggested Pedestrian Way Additions dated July 18, 2014
15. Crosswalk Analysis by SEH dated July 21, 2014
16. Photographs

p:\sec2N\Hotel Conversion Days Inn Property\Addendum Days Inn Conversion to Senior Housing CC Report 7 14 te

CONDITIONAL USE PERMIT RESOLUTION

WHEREAS, Albert Miller has applied for a conditional use permit to put a multi-housing seniors housing facility in a BC (business commercial) zoning district;

WHEREAS, Section 44-512 (1) of the BC district requirements states that a conditional use permit may be granted for “all permitted uses in the R3 district.”

WHEREAS, this permit applies to the property located at 3030 Southlawn Drive. The property identification number of this property is:

022922220010

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

1. On June 17, 2014, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered the reports and recommendation of city staff. The planning commission recommended that the city council approve this permit.
2. On _____, 2014, the city council considered reports and recommendations of the city staff and planning commission.

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

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.
4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
5. The use would generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.

7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions:

1. All construction shall follow the site plan date-stamped June 2, 2014 approved by the city. Staff may approve minor changes.
2. The proposed use must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. If there is a need for additional parking spaces in the future, the applicant shall revise the plan to provide additional parking stalls to meet their needs, subject to staff approval. The applicant shall provide an adequate number of electrical power stations in the parking lot for residents to use plug-in heaters since there will not be any underground parking.
5. The applicant shall comply with the conditions stated in the engineering report dated June 4, 2014.
6. The applicant shall comply with the requirements of the city's building official, assistant fire chief and health officer.
7. This permit allows 115 senior housing units consisting of assisted living and memory care units. Minor changes to this unit count may be approved by staff.
8. The applicant shall work with the city engineer to provide a safe walkway across Southlawn Drive for their residents.
9. All costs to the city associated with retrieving memory-care residents that "walk-away" from the proposed seniors residence shall be paid by the applicant.

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

VARIANCE RESOLUTION

WHEREAS, Albert Miller applied for a variance from the minimum unit size requirements for multi-family housing developments. Mr. Miller is requesting that the minimum size of memory-care living units in his proposed senior housing facility start at 312 square feet in area;

WHEARAS, city ordinance requires a minimum multi-family unit size of 580 square feet;

WHEREAS, this variance applies to the property at 3030 Southlawn Drive. The property identification number for this property is:

022922220010

WHEREAS, the history of this variance is as follows:

1. The planning commission held a public hearing on June 17, 2014. City staff published a notice in the Maplewood Review and sent notices to the surrounding property owners as required by law. The planning commission gave everyone at the hearing an opportunity to speak and present written statements. The planning commission also considered reports and recommendations from the city staff. The planning commission recommended that the city council approve this variance.
2. On _____, the city council considered the recommendations of city staff and the planning commission and the testimony of persons present at the meeting.

NOW, THEREFORE, BE IT RESOLVED that the city council _____ the above-described variances since:

1. Memory-care housing facilities do not require the amount floor area that would be needed for typical multi-housing developments. Therefore, smaller unit sizes would be in harmony with the general purposes of the zoning requirements based on the industry standards for such housing.
2. The proposed assisted-living and memory-care seniors housing facility would be consistent with the comprehensive plan since the Plan encourages the city to provide life-cycle housing for its residents.
3. The proposed unit sizes for memory-care units is reasonable since the city ordinance does not accommodate or address living-quarter sizes for senior citizen housing or special needs housing such as for memory-care residents. The city's requirements for studio or one-bedroom housing units are excessive for those with intensive-care or memory-care housing needs.

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

Legend

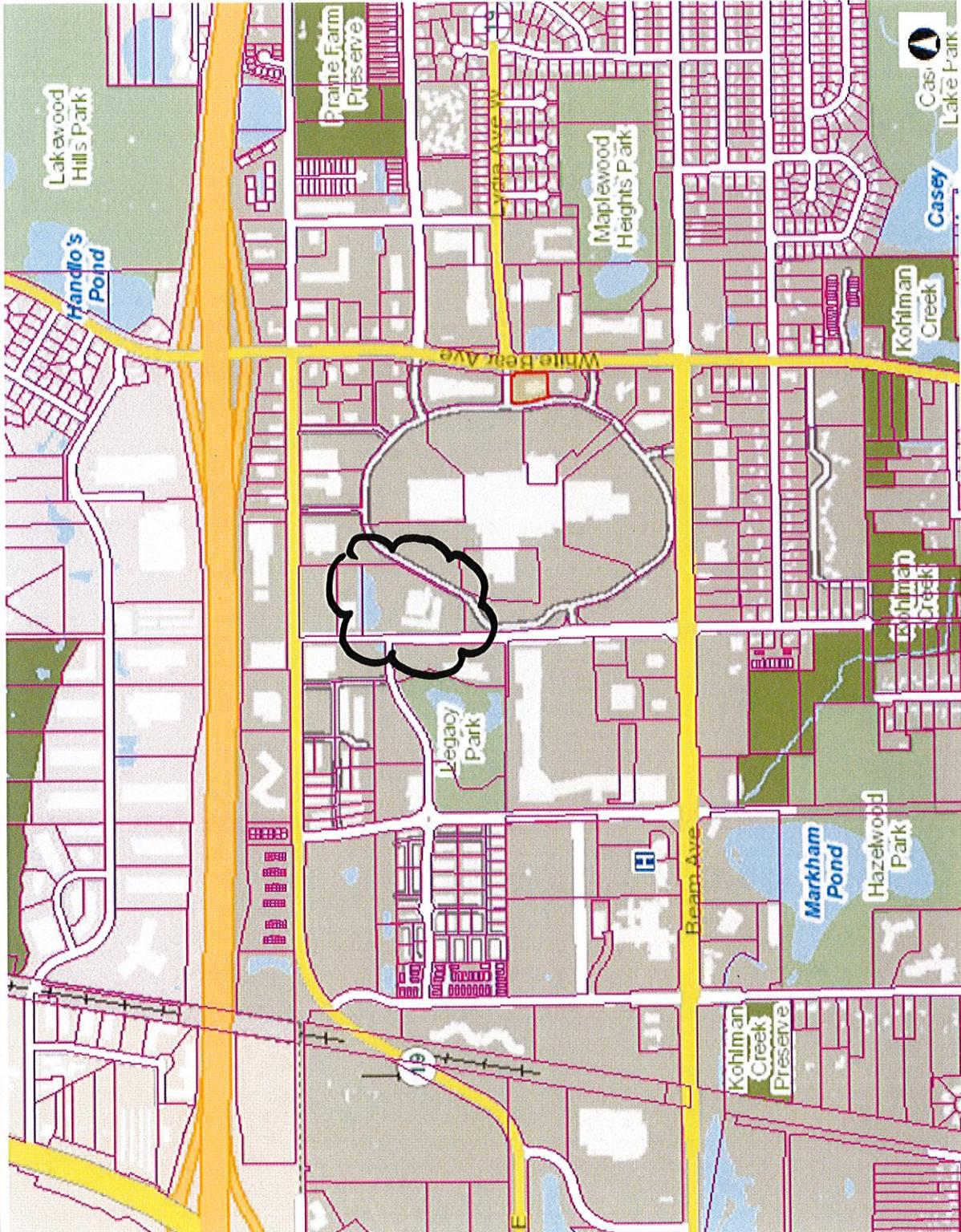


- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

Notes

Enter Map Description

Location Map



1,053.07 2,106.1 Feet

2,106.1

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

CITY OF MAPLEWOOD
2030
 COMPREHENSIVE PLAN

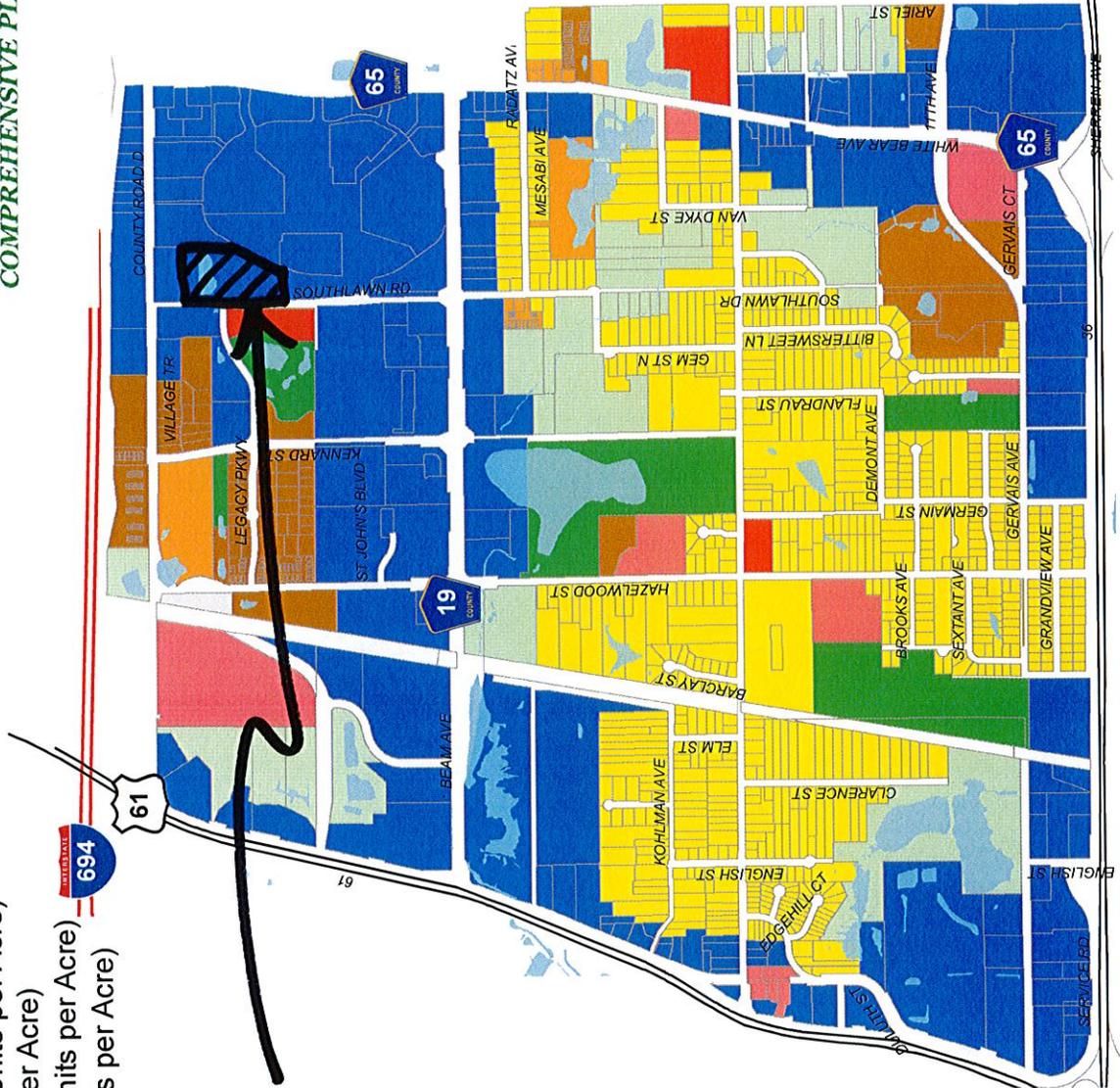
Hazelwood - Future Land Use Map

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

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

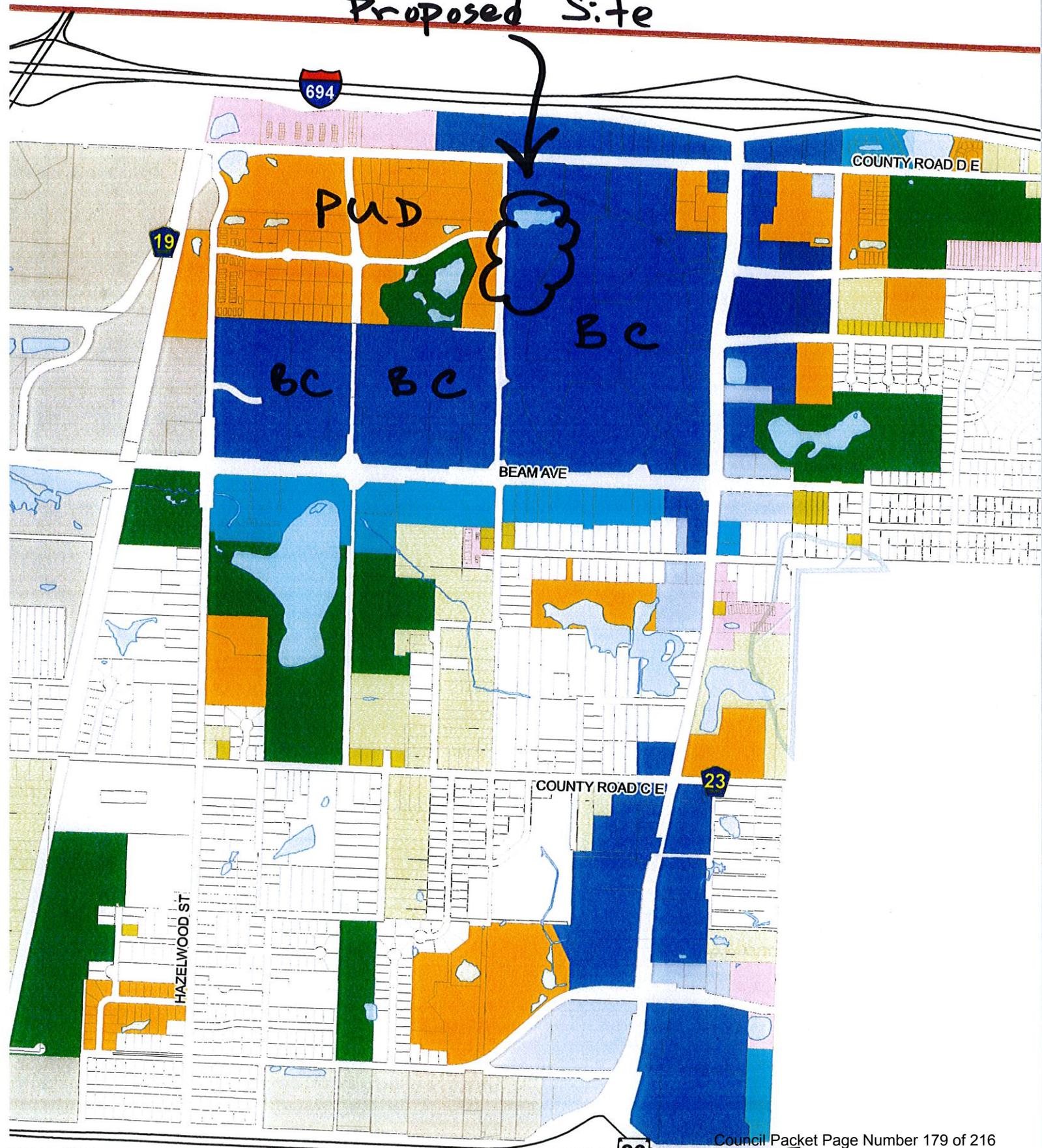
Neighborhoods
 January 25, 2010

Proposed site



ZONING MAP

Proposed Site



Maplewood Hotel Conversion



Date:
May 19, 2014
Reference:
Maplewood Hotel Conversion
Attention:
City of Maplewood

Project Narrative

The proposed project would convert the existing Day's Inn hotel at 3030 Southlawn Drive in Maplewood, Minnesota into an Assisted Living Facility and Memory Care Facility. The project includes both the one story restaurant and two story hotel, and would convert 120 hotel rooms into approximately 115 Studio and One bedroom units. The scope of work includes both interior and Exterior Improvements.

The plan is to utilize the existing hotel layout but transform certain spaces to accommodate the facilities new use. Amenities include Library, Spa, Fitness Center, Activity Space, Dining Room, and Lounges. Interior improvements also include new finishes and elevators with updates to restrooms, lighting, sprinkler system, and mechanical units. Lastly, the existing pool will be removed from the building to make room for additional units and common space.

On the Exterior, the building will be re-roofed and painted. Repairs to both the building's envelope and the retaining walls around the building will improve and prepare them for a second life. Also, The project calls to remove of a significant amount of asphalt parking lot due to a low demand for parking stalls since most residents do not drive. In place of the parking lot, landscape elements like grass, plants, and trees will be added. Furthermore, all existing planter beds and courtyards will be refurbished and planted with new vegetation as outlined in the landscape plans.

Photometrics

We do not propose a change to the existing Exterior Lighting

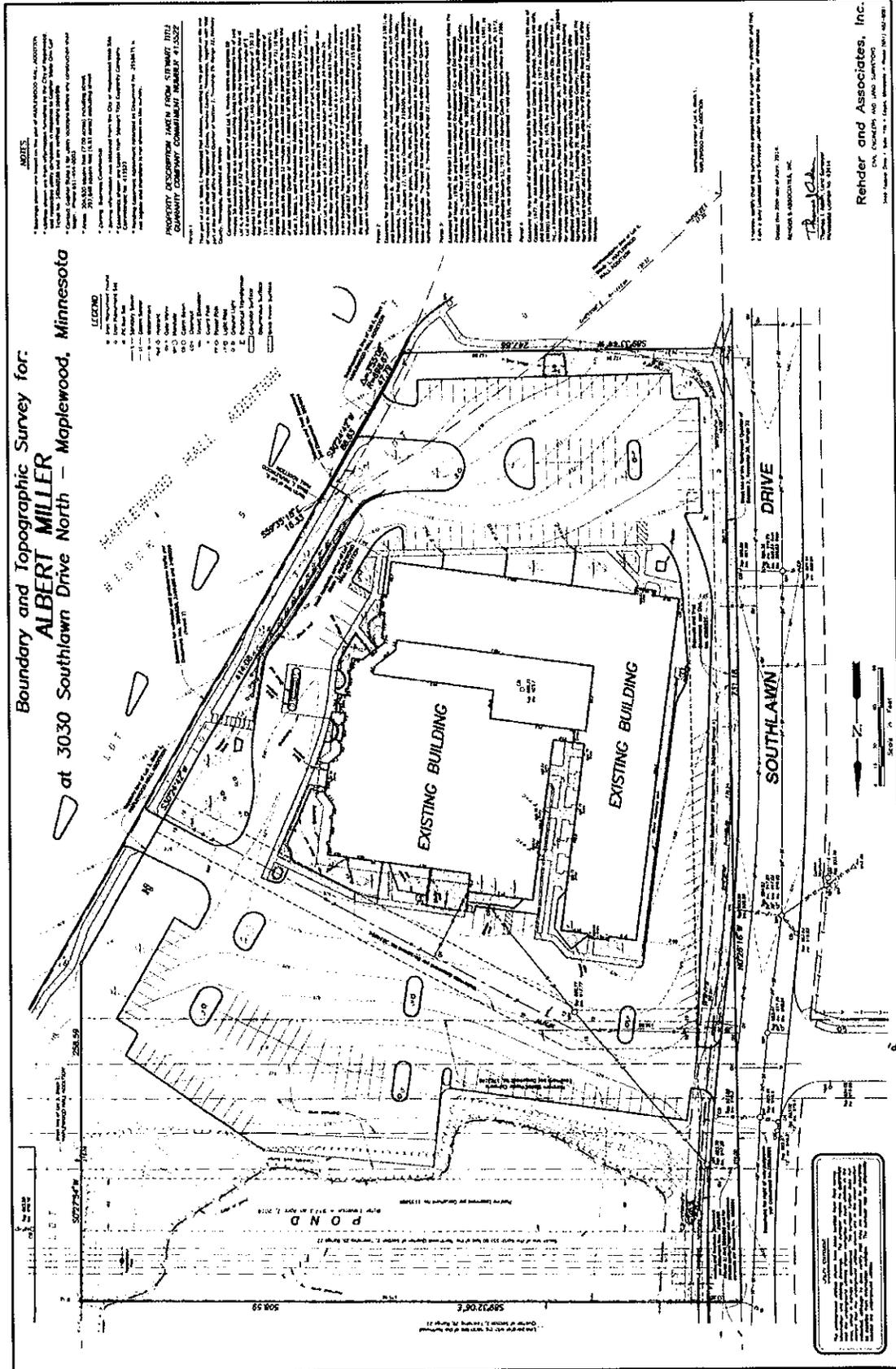
Existing Trees

All healthy and established trees on the site shall remain.

Parking Variance

The project calls to remove of a significant amount of asphalt parking lot due to a low demand for parking stalls in an Assisted Living and Memory Care facility. The only need for parking would be for employees and visitors. After the proposed parking lot removal, there would be approximately 73 parking stalls remaining. According to the zoning, 2 Stalls are required for each housekeeping unit, one of which is enclosed. However, the project cannot

meet those requirements because there is no existing garage and the budget will not allow for one to be included. Therefore, we request an exception to reduce the parking as shown in the proposal because this type of Multi-family residence does not require as much as the zoning code requires.



Drawing Index	
Sheet Number	Sheet Name
A0.1	Area Map
A0.2	Birds Eye Views
A0.0	Title Page
S0	Survey
C0.0	Existing Conditions
C1.0	Removals Plan
C2.0	Site Plan
C3.0	Grading & Utility Plan
C4.0	Details
L1.0	Landscape Plan
L1.1	Landscape Plan Enlargements
L1.2	Landscape Plan Enlargements
SW1.0	Storm Water Pollution Prevention Plan (SWPPP) Master
A1.0	Architectural Site Plan
A1.1	First Floor Plan
A1.2	Second Floor Plan
A2.0	Elevations
A2.1	Existing Photos



Engineering Plan Review**PROJECT: Days Inn Conversion to Senior Facility – 3030 Southlawn Drive****PROJECT NO: 14-13****COMMENTS BY: Jon Jarosch, P.E. – Staff Engineer****DATE: 6-6-2014****PLAN SET: Engineering Plans dated 5-19-2014**

The Applicant is proposing to convert the existing Days Inn Hotel at 3030 Southlawn Drive into a senior facility. The proposed conversion is shown to disturb 1.6 acres of the site. The proposed removal of pavement on the site accounts for 1.5 of these disturbed acres. While the amount of disturbance on this site is greater than 0.5 acre, which typically requires the applicant to meet the City's storm water quality requirements, only 0.1 acres is being disturbed outside of the pavement removal areas. As pavement removal and replacement with green-space reduces the volume of runoff and improves its quality, it is staff's recommendation that areas converted to green-space be deducted from the disturbed area total. Therefore this project will not require the applicant to meet the City's storm water quality requirements. There is an overall reduction in impervious surfaces proposed on this site of 1.5 acres.

This review does not constitute a final review of the plans, as the applicant will need to submit construction documents for final review, along with ratified agreements, prior to issuing building and grading permits.

The following are engineering review comments on the design and act as conditions prior to issuing permits:

Drainage and Stormwater Management

- 1) The project shall be submitted to the Ramsey-Washington Metro Watershed District (RWMWD) for review. All conditions of RWMWD shall be met.
- 2) An emergency overland overflow shall be identified for the proposed low-point at the northwest corner of the parking lot. Adequate stabilization shall be provided.
- 3) CB-1 shall include a minimum 3-foot sump to capture sediment prior to discharge into the City's storm sewer system. For ease of maintenance and safety it is recommended that CB-1 is changed to a minimum 48-inch diameter manhole.
- 4) The applicant shall ensure all roof runoff is adequately directed away from the building.

- 5) Pipe sizing calculations shall be provided for the new pipe between CB-1 and the existing manhole along Southlawn Drive.
- 6) Details shall be provided for the curb cuts with rip-rap. These curb cuts shall include energy dissipation that adequately reduces runoff velocity and spreads flow to prevent downstream erosion. The owner shall be responsible for correcting any future erosion issues due to runoff from these curb-cuts.
- 7) A storm sewer connection permit is required for the connection to the existing manhole along Southlawn Drive.

Grading and Erosion Control

- 8) The existing entrance to the site off of Southlawn Drive has a sharp change in grade causing vehicles to bottom out when entering and exiting the site. This entrance shall be modified to prevent vehicles from bottoming out.
- 9) Inlet protection devices shall be installed on all existing and proposed onsite storm sewer. Additionally, storm sewer inlets along adjacent streets shall be protected throughout construction.
- 10) Adjacent streets that receive construction related sediments shall be swept as needed to keep the streets clear of sediment and construction debris.
- 11) All pedestrian facilities shall be ADA compliant.
- 12) A copy of the project SWPPP and NDPES Permit shall be submitted prior to the issuance of a grading permit.
- 13) A dedicated concrete washout area/method shall be provided per MPCA rules.
- 14) Stabilized construction entrances shall be placed at all entry/exit points to the site.

Sanitary Sewer and Water Service

- 15) It appears that no modifications to the existing sanitary sewer or water services are proposed. A full review of these items shall be required if modifications become necessary.
- 16) The applicant shall be responsible for paying any SAC, WAC, or PAC charges related to the improvements proposed with this project.

Other

- 17) All portions of Southlawn Drive or its right-of-way disturbed by the project shall be restored per the City of Maplewood's right-of-way ordinance. The owner shall submit for a right-of-way permit prior to any work commencing within the public right-of-way.
- 18) The applicant shall submit all necessary permit fees and letter of credit/escrow prior to the issuance of any permits.
- 19) The Owner shall satisfy the requirements of all permitting and reviewing agencies including (but not limited to) the MPCA and RWMWD.
- 20) The Owner shall sign a maintenance agreement, prepared by the City, for the sump manhole and curb-cuts with rip-rap.

- END COMMENTS -

**MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, JUNE 17, 2014**

5. PUBLIC HEARING

a. 7:00 p.m. or later: Approval of the following requests at 3030 Southlawn Drive:

- 1) **A conditional use permit to allow multi-family housing in a business commercial district at the Days Inn Building**
- 2) **A Parking Reduction for fewer parking spaces than required**
- 3) **A unit-size reduction variance**
 - i. Senior Planner, Tom Ekstrand gave the presentation and answered questions of the commission.
 - ii. Architect, Enrico Williams, Kaas Wilson Architects, 2104 - 4th Avenue South, Suite B, Minneapolis, addressed and answered questions of the commission.
 - iii. The applicant, Albert Miller, addressed and answered questions of the commission.
 - iv. Ben Delwick, Kaas Wilson Architects, 2104 - 4th Avenue South, Suite B, Minneapolis, addressed and answered questions of the commission.

Chairperson Desai opened the public hearing.

Nobody came forward to address the commission.

Chairperson Desai closed the public hearing.

Commissioner Trippler moved to approve a conditional use permit resolution to allow multi-family seniors housing in a BC zoning district. Approval is based on the findings required by ordinance and subject to the following conditions: **(additions or deletions to the conditions are underlined or in bold)**

1. All construction shall follow the site plan date-stamped June 2, 2014, approved by the city. Staff may approve minor changes.
2. The proposed use must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. If there is a need for additional parking spaces in the future, the applicant shall revise the plan to provide additional parking stalls to meet their needs, subject to staff approval. **The applicant shall provide an adequate number of electrical power stations in the parking lot for residents to use plug-in engine heaters since there will not be any underground parking.**
5. The applicant shall comply with the conditions stated in the engineering report dated June 4, 2014.
6. The applicant shall comply with the requirements of the city's building official, assistant fire chief and health officer.
7. This permit allows 115 senior housing units consisting of assisted living and memory care units. Minor changes to this unit count may be approved by staff.

8. **The applicant shall work with the city engineer to provide a safe walkway across Southlawn Drive for their residents.**

9. **All costs to the city associated with retrieving memory-care residents that “walk-away” from the proposed seniors residence shall be paid by the applicant.**

Seconded by Commissioner Donofrio.

Ayes - All

The motion passed.

Commissioner Trippler moved approval of a parking waiver for fewer parking spaces than code requires, allowing 73 spaces. This proposal for 115 units of senior housing would require 230 parking spaces. The city finds that the proposed reduction to 73 parking spaces would be sufficient for this assisted-living and memory-care seniors housing facility since senior housing facilities do not require the amount of parking needed for typical multi-family housing needs. Should a parking shortage develop in the future, the applicant shall revise the plan to provide enough to meet their needs, subject to staff approval.

Seconded by Commissioner Ige.

Ayes - All

The motion passed.

Commissioner Trippler moved approval of a variance resolution to allow a living-unit size reduction. This variance allows memory-care living units beginning at 312 square feet. Code require a minimum of 580 square feet. This variance is based on the findings that:

1. Memory-care housing facilities do not require the amount floor area that would be needed for typical multi-housing developments. Therefore, smaller unit sizes would be in harmony with the general purposes of the zoning requirements based on the industry standards for such housing.
2. The proposed assisted-living and memory-care seniors housing facility would be consistent with the comprehensive plan since the Plan encourages the city to provide life-cycle housing for its residents.
3. The proposed unit sizes for memory-care units is reasonable since the city ordinance does not accommodate or address living-quarter sizes for senior citizen housing or special needs housing such as for memory-care residents. The city’s requirements for studio or one-bedroom housing units are excessive for those with intensive-care or memory-care housing needs.

Seconded by Commissioner Ige.

Ayes - All

The motion passed.

This item goes to the city council July 14, 2014.

**MINUTES OF THE MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, JUNE 24, 2014**

1. DESIGN REVIEW

a. Approval of Design Plans to Convert Day's Inn Building into Senior Housing, 3030 Southlawn Drive

- i. Planner, Michael Martin gave the report and answered questions of the board.
- ii. Architect, Ben Delwicke, Kaas Wilson Architect, 2104 4th Ave S, Ste B, Minneapolis, addressed and answered questions of the board.

Boardmember Kempe moved approval of a parking waiver for fewer parking spaces than code requires, allowing 73 spaces. This proposal for 115 units of senior housing would require 230 parking spaces. The city finds that the proposed reduction to 73 parking spaces would be sufficient for this assisted-living and memory-care seniors housing facility since senior housing facilities do not require the amount of parking needed for typical multi-family housing needs. Should a parking shortage develop in the future, the applicant shall revise the plan to provide enough to meet their needs, subject to staff approval.

Boardmember Kempe moved approval of the plans date-stamped June 2, 2014, for the Days Inn Hotel Conversion to senior housing. Approval is subject to the following conditions:

1. Approval of design plans is good for two years. If the applicant has not begun construction within two years, this design review shall be repeated. Staff may approve minor changes to these plans.
2. The applicant shall obtain a conditional use permit from the city council for the proposed housing facility in a BC (business commercial) zoning district.
3. The applicant shall complete the site improvements as proposed in the plans. This includes all landscaping, trash enclosure upgrades, retaining wall repair, building painting and parking lot and driveway changes and improvements.
4. After its removal, the old parking lot surface shall be restored to lawn and kept maintained and mowed.
5. The applicant shall comply with the conditions noted in the engineering report by Jon Jarosch dated June 4, 2014.
6. The applicant shall comply with all requirements of the city's building official, assistant fire chief and health officer.
7. The applicant shall obtain approval of a parking waiver from the city council before beginning this project.
8. The applicant shall provide an irrevocable letter of credit or cash escrow in the amount of 150 percent of the cost of installing the landscaping, before betting a building permit.

Seconded by Boardmember Shankar.

Ayes – All

The motion passed. This item goes to the city council July 14, 2014.



Building a Better World
for All of Us®

MEMORANDUM

TO: Michael Thompson, PE
Director of Public Works – City of Maplewood

FROM: Thomas A. Sohrweide, PE, PTOE

DATE: July 21, 2014

RE: Southlawn Drive Crosswalk
SEH No. MAPLE 117779 Task 3.0

At your request we have conducted an initial feasibility review and prepared a cost estimate for the installation of a crosswalk on Southlawn Drive at Legacy Drive.

Southlawn Drive at this location is a 4-lane roadway with a 30 mph speed limit and an average daily traffic volume of 4,750. These factors generally indicate that a crosswalk is acceptable at this location. However, since the intended users of this crosswalk are anticipated to be elderly, we recommend the installation of the following warning features:

- 4 – Pedestrian Crossing signs with solar powered flashing LED borders
- 2 – Pushbuttons to activate the flashing LED borders
- 2 – Pedestrian Crossing warning signs in advance of the crosswalk
- Zebra crosswalk pavement marking

For pedestrians, the crossing of a 4-lane road can present an issue whereby an approaching motorist stops in the near lane and blocks the presence of the pedestrian from a motorist approaching in the adjacent lane. An option to improve this situation is the use of pavement stop bars in advance of the crosswalk. This creates better sight distance for the adjacent lane traffic and for the pedestrian. However, this typically works better at midblock crossings. At this location, the stop bar for northbound traffic would need to be south of the intersection. This can result in confusion for side street drivers thinking that the northbound Southlawn traffic may have a stop sign.

Therefore, we are proposing 4 Pedestrian crossing signs, with 2 mounted back to back on each side of the street. With that design and the use of pushbuttons to activate a flashing warning, drivers would be able to see a sign with the flashing warning on each side of the roadway.

Following is our cost estimate for the installation of this crosswalk.

- Documentation supporting the design = \$1,500
- Plans and specifications; solicitation of construction price quotes = \$4,700
- Construction assistance = \$1,800
- Crosswalk installation of the above listed features = \$28,600

TOTAL COST = \$36,600

ts

s:\kol\maple\common\117779\thompson-southlawn xwalk-072114.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax











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MEMORANDUM

TO: Melinda Coleman, Interim City Manager

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

DATE: July 22, 2014

SUBJECT: Approval of Agreement with Yale Mechanical for City-Wide HVAC Maintenance Services

Introduction

The council will consider an agreement with Yale Mechanical for coverage of HVAC systems throughout the city including City Hall, 1902 Complex, Community Center (MCC), Park Maintenance Building, Fire Stations, and Nature Center.

Discussion

The city currently has an active agreement with Yale Mechanical for HVAC maintenance at City Hall and the 1902 Building while other contractors service the remaining buildings. A more consistent approach of one service provider for all buildings is proposed which will create efficiencies. Yale Mechanical has provided top quality service. Yale Mechanical also provides quality services to other facilities such as the Shoreview Community Center.

Yale's current agreement with the city runs into spring of 2015 however they have agreed to revise that contract to include the following additional buildings at similar pricing: MCC, Park Maintenance Building, Fire Stations, and Nature Center.

By consolidating to one HVAC servicer this will allow economies of scale as opposed to calling various service providers to mobilize. This will also allow Yale to become familiar with all of the city systems and understand the larger picture of city needs. The city has already brought Yale into conversations about the MCC dehumidifier (thermodyne replacement) and will continue to do such coordination to ensure HVAC replacement items can be properly maintained and serviced after initial installation.

Budget Impact

Annual expenditures for this service are \$27,620. For the remaining 5 months for this year this is prorated at \$11,500 and will be paid out of the Building Operations program. The operations budget will cover these expenditures and no adjustment is proposed at this time. The city may continue to work with Yale Mechanical for future years and such pricing is listed. For 2015 and 2016 the pricing is \$28,450 and \$29,300 respectively. If the city chooses not to continue with Yale Mechanical at any point, then a 30 day notice must be given to exit the agreement.

Recommendation

It is recommended that council approve the agreement with Yale Mechanical for City-Wide HVAC Maintenance Services.

Attachments

1. Yale Mechanical Agreement Proposal



PREVENTIVE MAINTENANCE AGREEMENT

This Agreement is between Yale Mechanical, hereinafter referred to as "Yale" and City of Maplewood, hereinafter referred to as "Customer".

City Hall
City of Maplewood
1830 County Road "B" East
Maplewood, MN 55109

Contact: Michael Thompson
Director of Public Works
Telephone Number: 651-249-2000

Proposed: July 8, 2014

Agreement Number: S14-0805 REV.

Number of Pages: 8

LOCATION OF WORK

CITY HALL, CITY OF MAPLEWOOD, 8 VARIOUS SITES, MAPLEWOOD, MN 55109

SCOPE OF SERVICES

<u>Maintenance Program Options</u>	<u>Included</u>	<u>Service Options</u>	<u>Included</u>	<u>Payment Options</u>	<u>Selected</u>
SSM-Seasonal Start-up Maintenance	<input checked="" type="checkbox"/>	FS-Filter Service	<input checked="" type="checkbox"/>	Quarterly	<input type="checkbox"/>
FCI-Filter Change & Visual Inspection	<input type="checkbox"/>	BS-Belt Service	<input checked="" type="checkbox"/>		
MSM-Mid Season Maintenance	<input checked="" type="checkbox"/>	CCC- Condenser Coils Cleaned	<input checked="" type="checkbox"/>	Monthly	<input type="checkbox"/>
<u>Extended Program Options</u>		ECC- Evaporative Coils Cleaned	<input type="checkbox"/>		
FL-Full Labor	<input type="checkbox"/>	COA-Compressor Oil Analysis	<input type="checkbox"/>	Per Inspection	<input checked="" type="checkbox"/>
FC-Full Coverage	<input type="checkbox"/>	WS-Water Treatment Service	<input type="checkbox"/>		
BOS-Boiler Operation Services	<input type="checkbox"/>	Custom Service	<input type="checkbox"/>	Other	<input type="checkbox"/>

The above selected Services are described in detail on the attached schedules.

TERMS

Estimated Annual Agreement Price: \$27,622.50 (Please see attached Agreement Summary) to be invoiced as completed per inspection.

This Agreement shall become effective on August 1, 2014 and will be automatically renewed on a year-to-year basis after the original term ends unless Customer or Yale gives the other written notice not to renew, or unless the contract is tied to a fixed term purchase order that has expired. Notice not to renew must be delivered at least 30 days prior to the end of the Agreement term. Renewal price adjustments are specified in Terms and Conditions.

During the term of this Agreement and for a period of three years following its termination or expiration, the Customer agrees to hold confidential and not disclose to any third party all materials, manuals, proposal documents, service plans, and agreements that Yale provides or makes available to Customer.

The attached Terms and Conditions, Schedule of Rates and Services, Schedule of Equipment and Agreement Summary are included as part of this Agreement as though specifically contained herein. This Agreement shall constitute the entire Agreement between Yale and Customer.

AGREEMENT APPROVAL

ACCEPTED BY: CITY OF MAPLEWOOD

SUBMITTED BY: YALE MECHANICAL

Signature

Signature: *Rico Estrada*
Rico Estrada, Bus. Develop. Manager

Name (Printed)

Title

Approved By: Ron Gundershaug, V.P. Service Division

Date:

Date: *July 8th 2014*

Making Buildings Work Better Since 1939

TERMS AND CONDITIONS

MAINTENANCE PROGRAM OPTIONS

Seasonal Start-up Maintenance:

Includes preventive maintenance of Covered Equipment per the Service Plan. The Service Plan includes a detailed list of tasks used by the technician to provide the particular Seasonal Start-up Service.

Filter Change and Visual Inspection:

Includes scheduled filter change and cursory inspection of the Covered Equipment.

MSM - Mid Season Maintenance:

Includes visual checks of Covered Equipment per the Service Plan. The Service Plan includes a detailed list of tasks used by the technician to provide Mid-Season Maintenance.

EXTENDED PROGRAM OPTIONS

All services described above will be performed during Yale's normal working hours, unless the following options is included in its Agreement:

24/7 Extended Service Option:

Yale will provide response 24 hours per day, 7 days a week, (including Holidays and weekends). Should a defect be found during an Extended Service visit that Yale is not responsible for under this Agreement, Customer agrees to pay Yale the standard fee charged by Yale for any services rendered.

Full Labor:

Includes labor to perform Scheduled Service Visits and Repair Labor as defined in this Agreement necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts.

Full Coverage:

Includes Repair Labor and Repair Material necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts. Yale may choose to replace Repair Materials that indicate eminent failure if such repairs will avoid additional costs or equipment shutdown. At Yale's option, Repair Materials may be new, used, or reconditioned so long as OEM integrity is maintained. All Repair Materials are covered by the warranty as described below. It is mutually agreed that any Full Coverage agreement covers only integral operating devices inside the Covered Equipment as per the attached Schedule of Equipment and does not include the Service Labor for ductwork, flue pipe, electrical or plumbing work, balancing beyond the unit, or other nonmaintainable parts.

BOS - Boiler Operations:

Yale will provide boiler operational inspection as per attached Agreement Summary

- Yale will post the required level of Boiler Operating License as determined by the State of Minnesota Boiler Operating Code

BAS - Building Automation /Control Services:

Yale will provide Building Automation/Control Services as determined by the attached Agreement Summary

SERVICE OPTIONS

Service Options includes the following selected options:

FS - Filter Service:

Yale will change filters as per attached Agreement Summary

- Filters supplied by Yale
- Filters supplied by Customer & installed by Yale
- Pleated Filters
- Other Filters

BS - Belt Service: N/A

Yale will change belts as per the attached Agreement Summary

- Belts supplied by Yale
- Belts supplied by Customer & installed by Yale

CCC - Condenser Coil Cleaning:

Yale will clean condensers as per attached Agreement Summary

- Pneumatic (high volume air)
 - Water (Customer supplied water pressure)
 - Chemicals included
 - Split condensers and wash as needed
- *Customer will hold harmless Yale for work-hardened related leaks

The Customer understands, in order to thoroughly clean the condenser coils at this facility, it may be necessary to separate them. In this process, the return bends of the condenser coils can become work-hardened and may in time create refrigerant leaks beyond the control of Yale. The Customer agrees to hold harmless Yale for such repairs.

ECC - Evaporative Coil Cleaning:

Yale will clean evaporative coil as per attached Agreement Summary

COA - Compressor Oil Analysis:

Yale will sample, test and report metallurgical oil analysis or Semi-hermetic compressor per attached Agreement Summary

WS - Water Treatment Service:

Yale will supply and administer water treatment services, including sampling, testing and recommendations for proper water treatment of the system

CS - Custom Service:

Yale will provide services designed to meet Customer's specific requirement as per attached Agreement Summary or services (i.e., pneumatic control calibration, steam trap testing, air balancing, air quality, RPZ/backflow certification, thermal imaging, eddy current testing, etc.)

The above selected services will be performed on a scheduled basis for the Covered Equipment.

DEFINITIONS

Covered Equipment means the equipment for which services are to be provided under this Agreement. The applicable Schedule of Equipment attached to this Agreement defines Covered Equipment.

Equipment Failure means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and that are necessary for its operation.

Scheduled Service Visits refers to labor required to perform inspections and preventive maintenance on Covered Equipment.

Scheduled Service Materials means materials required to perform scheduled Service Visits on Covered Equipment as defined in Material List.

Seasonal Start-up Maintenance (SSM) refers to comprehensive tasking designed to prepare a piece of equipment for the heating or cooling season.

Filter Change and Visual Inspection (FCI) refers to scheduled filter change and visual technical inspection of equipment only.

Mid-Season Maintenance (MSM) refers to selected tasking designed to ensure continued functionality midway through a heating or cooling season.

Repair Labor refers to the ongoing labor used to repair/replace the failed components and material covered per the terms of this Agreement.

Repair Materials refers to the necessary materials and components used to repair/replace the failed components and material covered per the terms of this Agreement.

Repair Labor and Repair Materials coverage apply to the maintainable parts of the Covered Equipment specified on the Equipment List contained in this Agreement.

MAINTAINABLE PARTS

Maintainable parts are those parts of the Covered Equipment that are mechanically moving parts, that through periodic servicing can be made to operate more efficiently and effectively. Detection and repair of refrigerant leaks on maintainable components is included. Examples of maintainable parts include motors, compressors, relays, controls, bearings and belts.

NONMAINTAINABLE PARTS

Non-maintainable parts are not covered under this Agreement. Examples of parts that are not maintainable, and therefore are excluded from repair related coverage are replacement and disposition of CFC's, ductwork, piping, boiler refractory material, heat exchangers, insulation, wiring, structural cabinets and supports, shell and tube bundles, evaporators, condensers, cooling tower structures, etc.

See Exclusion for further explanation applicable to this Agreement*.

Normal working hours shall be defined as an eight-hour period occurring between 8:00AM and 4:30PM Monday - Friday, except Holidays.

Overtime is defined as 1-1/2 times the current service rate at the time the costs are incurred, and shall apply between the hours of 4:30 PM and 8:00 AM Monday - Friday; and 8:00AM and 4:30PM Saturday and Sunday.

Double time rate is defined as 2 times the current service rate at the time the costs are incurred and shall apply between the hours of 4:30 PM and 8:00 AM Saturday, Sunday, and Holidays. Holidays are defined as Yale's standard holidays. If Christmas or New Years falls on a weekend, the Holiday will be observed either the Friday before or the Monday after.

Service Labor Rate Applicable Time and Material repairs outside the scope of this Agreement shall be billed at the current service labor rate. See the attached Agreement Summary Sheet.

*Consistent with "Agreement Summary" as we deem necessary.

Specialty Rates shall be charged for Air Balance, DDC Programming, or any other services that are outside the normal services defined in this plan and will be billed at the current rate for such service at the time the costs are incurred.

Truck Trip Charge shall apply for non-scheduled maintenance and repairs. For locations outside of the seven county metro area, a mileage charge will apply. Travel time will be at the same rate as the applicable service rate as defined above.

CONDITIONS

The equipment and systems included under this Agreement as per the attached "Schedule of Equipment" and are to be performed by Yale employees, and such others as may be designated by Yale during regular straight time hours; provided however, that the Customer may elect to authorize work to be performed under this Agreement at such other hours as found necessary and Yale employees are available at the then prevailing and applicable labor rate.

All labor, material and other work performed and/or furnished by Yale under benefit of this Agreement, or performed and/or furnished upon authorization by an agent or representative of the Customer, whether declared or implied, shall be invoiced on a time and material basis and the labor rate per man-hour, including travel time, in accordance with then existing and applicable labor contract definitions binding upon Yale, shall be pursuant to then existing labor rates as described in the prevailing "Schedule of Labor Rates and Services".

INITIAL EQUIPMENT INSPECTION FOR FULL LABOR OR FULL SERVICE COVERAGE

Yale will inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal operation conditions permit. Yale will advise the Customer if any Covered Equipment is found not to be in working order or in need of repair. With the Customer's approval, Yale will perform the work necessary to put the Covered Equipment in proper working condition, at Yale's standard pricing for parts and labor in effect at that time. If the Customer does not want Yale to do the work to rectify these deficiencies, or if Customer does not have the work performed by a third party, the equipment will be removed from the list of Covered Equipment.

WARRANTY

Yale warrants that its services will be free from defects in workmanship and material until the earlier to occur of the termination or expiration of this Agreement or for 30 days following such services. Yale's sole obligation shall be to repair or to replace defective parts or to properly perform defective service, EXCEPT AS EXPRESSLY PROVIDED BY THIS AGREEMENT, YALE HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OR MATERIALS).

Customer understands and acknowledges that Yale is a provider of services under this Agreement and is not a merchant or vendor of goods. Any warranty claim for goods or equipment shall be made against the manufacturer only and Yale will transfer the benefits of that manufacturer's warranty to Customer upon the request of Customer.

CUSTOMER RESPONSIBILITIES

The Customer represents and warrants that, to the best of Customer's knowledge, all Covered Equipment is in good working condition and that the Customer has given Yale all information of which Customer is aware or reasonably should be aware concerning the condition of the Covered Equipment. If replacement or alterations to the building structure or equipment housing are required for access to service or repair, such services shall be furnished to Customer at an additional cost.

The Customer agrees that, during the term of this Agreement, the Customer will:

Maintain clear and safe access to Covered Equipment and provide timely access to secured areas when required;

Operate the Covered Equipment according to the Manufacturer's recommendations;

Keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer or Yale;

Provide a safe and adequate environment for Covered Equipment as recommended by the manufacturer, required by law or as may be recommended (without any duty to so recommend) by Yale, including adequate space, electrical power, air conditioning and humidity control;

Notify Yale immediately of any equipment malfunction, breakdown, or other condition affecting the operation of Covered Equipment;

Ensure that all Customer vendors, employers and agents are adequately trained in operating the Covered Equipment;

Assume possession of all materials and substances used in normal maintenance, and shall have the responsibility of disposing of the materials and substances properly and in accordance with all applicable laws and regulations, unless otherwise included in this Agreement;

Allow Yale to start and stop, periodically turn off, or otherwise change or temporarily suspend utilities and operations so that Yale can perform the services required under this Agreement.

Pay all taxes or other government charges relating to the transfer, use, ownership, servicing or possession of any equipment relating to this Agreement.

Payment terms are net 10 days. The terms of this agreement shall become null and void upon the failure of Customer to render payment to Yale within thirty days of the invoice date. Any dispute between Customer and any landlord, underwriter, or other third party for the payment of any invoice, shall not be a cause for the delay of prompt payment by Customer. Delinquent amounts accrue interest at the rate of 1 ½ % per month.

REFRIGERANT POLICY

Customer and Yale agree to comply with any and all governmental laws or regulations concerning the proper handling of refrigerants including CFC's (Chlorofluorocarbons).

If repairs are required, Yale shall submit to Customer a written Refrigerant Leak Notification form describing the CFC leak problem in detail. This notification will be given to Customer by the attending technician at the time the leak is discovered. If Customer resides off-site, notification will be mailed.

In addition to the Refrigerant Notification Leak form, a Repair Proposal will be submitted to Customer where applicable for approval. Customer agrees to review proposal and make a decision on leakage repairs within five days from receipt of proposal. Yale will copy all notifications, proposals and repair decisions to all parties involved, including building owner(s), property/asset management, etc. Yale will only service buildings that operate within all governmental laws and regulations regarding refrigerants, and may at its option cancel this Agreement if Customer refuses to comply.

Customer agrees to maintain registration of equipment with all proper agencies, where applicable.

Refrigerant, compressors, and compressor oil disposal is *not included* in this Agreement. Disposal and/or storage of refrigerants will be at additional cost unless otherwise noted.

EXCLUSIONS

Yale services under this Agreement *do not include* and Yale shall not be responsible for:

Supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs, and paper;

Calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error;

Service calls due to failures resulting from abuse or misuse of equipment, alterations, modification, or repairs to equipment not performed or provided by Yale;

The furnishing of materials supplies or services for painting or refinishing equipment;

Service calls resulting from attachments made to Covered Equipment or other equipment not covered by this Agreement;

Electrical work to the Customer's facility necessary to operate, maintain or repair the equipment;

The repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

Service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather that is beyond what is prevented by Yale normal maintenance;

Repair or service made necessary by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by Yale;

Repair or service made necessary by the negligence of others, including but not limited to equipment operators and water treatment companies;

Repair or service made necessary by improper environmental conditions affecting equipment or electrical power fluctuations, and service calls required because Yale had previously been denied access to the equipment;

Identification, abatement, removal or disposal of hazardous wastes and substances. Hazardous wastes and substances remain the property and the responsibility of the Customer even when removed from equipment or replaced by Yale. The Customer shall be responsible for the proper storage, handling and disposal of hazardous wastes and substances. "Hazardous wastes and Substances" include, but are not limited to, used oil, contaminated or uncontaminated refrigerant, asbestos and PCB's;

Doors, gaskets, latches, and hinges of refrigeration equipment because of the special nature of this type of equipment. The Customer is responsible for the removal of all contents of walk-in and reach-in coolers for either maintenance, or service of the equipment; and

Changes to Covered Equipment, which in Yale's reasonable opinion, affects Yale's services or Yale's costs to provide such services.

YALE EQUIPMENT

Yale may provide tools, documentation, panels, or other control equipment in the Customer's building for Yale's convenience in performing Yale services. Such equipment shall remain Yale property. Yale retains the right to remove such items at any time during the term, or upon the termination of this Agreement.

INDEMNITY

Yale and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all liabilities, costs, claims, demands, or suits of any kind, including but not limited to reasonable attorney's fees, resulting from the negligence willful misconduct, or breach of this Agreement by the indemnifying party or its employees, contractors or agents.

LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGE OR LOSS OF GOODWILL

FORCE MAJEURE

Yale shall not be liable for any work delays or interruptions in service that are caused by acts of God, strikes, disputes, wars, or any cause that is beyond Yale's reasonable control. Customer agrees to carry required fire, tornado, equipment and any other necessary insurance to protect from any such or related losses.

TERMINATION

In the event that either party hereto materially defaults in the performance of any of its duties or obligations under this Agreement (except for a default in payment to Yale as provided below) and does not substantially cure such default, or commence a cure, within thirty (30) days after being given written notice specifying the default, then the non-defaulting party may, by given written notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination. In the event that Customer fails to make payment of any amounts due Yale hereunder within 15 days of due date, Yale may terminate this Agreement without notice.

In the event any court of competent jurisdiction determines or holds that any provision of this Agreement is unlawful, invalid, or unenforceable for any reason, then the parties hereto agree that such provisions of this Agreement shall be modified if and only to the extent necessary to render such provision enforceable and otherwise in conformance with all legal requirements. It is agreed that any legal action relating to this Agreement or the breach thereof by either party shall be commenced within one year from the date in which the cause of action occurred. In the event there is any litigation or arbitration between the parties concerning this Agreement, the successful party shall be awarded reasonable attorneys' fees and litigation or arbitration costs, including, but not limited to, the attorneys' fees and costs incurred in the collection of any judgment.

RENEWAL PRICE ADJUSTMENT

Yale will provide Customer with notice of any adjustments in the Agreement price applicable to a renewal period no later than thirty (30) days prior to the commencement of that renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of the Agreement, the adjusted price shall be the price for the renewal period. If Yale fails to timely provide such notice, the Agreement shall continue at the existing price, adjusted by previous year's increase in prevailing service consumer price index.

MISCELLANEOUS PROVISIONS

Any notice that is required to be given, under this Agreement must be in writing and sent to the party at the address noted on the first page of this Agreement.

This Agreement is the entire Agreement between Yale and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between Yale and the Customer. Any amendment or modification hereof must be in writing.

No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No express or implied consent to a breach of any provision of this Agreement shall constitute consent to any prior or subsequent breach.

The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

In the event that any term of any purchase order conflicts with, or is deemed to conflict with the terms of this agreement, the terms of this Agreement shall supersede such term of a purchase order. No term or condition included in the Customer's purchase order will have any force or effect.

Should any changes to relevant regulations, laws, or codes substantially affect Yale services or obligations, the Customer agrees to negotiate in good faith with Yale for appropriate changes to the scope or price of this Agreement or both.

Both parties reserve the right to cancel this Agreement if it is found to be unbeneficial to either the Customer or Yale. Cancellation shall be in writing at least 30 days in advance of the desired cancellation date. Customer will be responsible to reimburse Yale on a time and material basis for any and all services rendered including labor and materials expended to date that exceed the billings leading up to and including the cancellation date. All invoices will be due 10 days after invoice date.

The Customer shall reimburse Yale for sharp adjustments in the price of refrigerants. The customer will be invoiced for any increase over 10% of the base in any calendar year. Phase out and taxation of harmful CFC's are addresses in the 'US Clean Air Act of 1990'.

Any alteration to or deviation from this Agreement involving extra work and materials will become an extra charge over the sum stated in this Agreement to be provided on a time and material basis unless specified differently.

This Agreement is offered pending credit approval and may be withdrawn prior to acceptance for any reason without notice.

This Agreement and the rights and duties of the parties shall be construed and enforced in accordance with the laws of the State of Minnesota without giving effect to its rules on choice of law.

SCHEDULE OF INSPECTION AND MAINTENANCE

The following "Schedule of Inspection and Maintenance" shall be performed and/or furnished by Yale Mechanical under the provisions and limitations of this agreement and in connection with such equipment and systems as are listed on the "Schedule of Equipment."

- | | | |
|----|---|--------------|
| 1. | <u>COOLING SYSTEMS</u> | SEMIANNUALLY |
| | <ul style="list-style-type: none"> A. Check sight glasses and moisture indicators. B. Check refrigerant controls. C. Check refrigerant level(s). D. Inspect and adjust drive belts as necessary. E. Replace faulty and worn belts. F. Leak test refrigerant system, if applicable. G. Check and adjust operation of refrigerant cycle. H. Check expansion, solenoid and other valves. I. Lubricate motor bearing as required. J. Test head and suction pressures of compressors. K. Check oil pressure and level, if applicable. L. Check operation of unloaders and adjust if required (if applicable). M. Inspect starters and contactors. N. Inspect condensate drain and pan, clean if necessary. O. Clean contacts on relays and contactors, if required. P. Remove, clean and replace all washable filters. Q. Replace throwaway air filters or media. | |
| 2. | <u>AIR COOLED CONDENSERS</u> | SEMIANNUALLY |
| | <ul style="list-style-type: none"> A. Externally clean air cooled condenser surfaces. B. Lubricate fan and motor bearings as required. C. Inspect and adjust drive belts as necessary. D. Replace faulty and worn belts. E. Inspect and adjust fan staging control, if required. F. Inspect, clean and adjust fan contactor as required. G. Inspect fan blades for stress cracks. H. Recommend bearing and/or shaft replacement, if required. I. Recommend chemical cleaning of condensing coils, if required. | |
| 3. | <u>HEATING SYSTEMS (FORCED AIR) & UNIT HEATERS</u> | SEMIANNUALLY |
| | <ul style="list-style-type: none"> A. Inspect, test and adjust all operating and safety controls. B. Inspect and adjust burner and pilot as required. C. Clean burners and pilots. D. Inspect belts, adjust or replace as required. E. Check and adjust damper motors. F. Inspect heat exchangers for leaks, rust and flaking. G. Inspect and lubricate draft inducer fan. H. Inspect operation of high limit and fan switch. I. Recommend replacement of faulty heat exchanger, if required. J. Check operation on natural gas firing. K. Check for fuel leaks L. Remove and clean all washable filters. M. Replace throwaway air filters or media. | |

SCHEDULE OF INSPECTION AND MAINTENANCE
Page 2

4. AIR HANDLING AND FAN COIL UNITS

QUARTERLY

- A. Lubricate and inspect motor bearings.
- B. Lubricate and inspect fan and blower bearings.
- C. Inspect and adjust drive belts as necessary.
- D. Replace faulty and worn drive belts.
- E. Clean fresh air intake screen as required.
- F. Inspect operation of all dampers, adjust if necessary.
- G. Check operation of freeze controls.
- H. Inspect coil surfaces, recommend cleaning as required.
- I. Inspect fresh air controls and settings, adjust if required.
- J. Clean and test condensate pan and drain.
- K. Remove and clean all washable filters.
- L. Replace throwaway air filters or media.

5. DIRECT FIRED MAKE-UP AIR UNITS

QUARTERLY

- A. Inspect, test and adjust low temperature cutout.
- B. Inspect and lubricate fan bearing.
- C. Inspect belts, adjust or replace as required.
- D. Inspect, test, and adjust high limit control.
- E. Inspect and lubricate motor as required.
- F. Inspect and adjust fire capacity control.
- G. Check operation on natural gas firing.
- H. Check exhaust interlock controls.
- I. Check for fuel leaks.
- J. Remove and clean all washable filters.
- K. Inspect and clean burners as needed.

6. ELECTRIC & PNEUMATIC TEMPERATURE CONTROL SYSTEMS

QUARTERLY

- A. Check all thermostat operations, settings and anticipators.
- B. Check operation of all damper motors and controls.
- C. Inspect all relay, contactor and starter contacts.
- D. Recommend replacement of contacts when necessary.
- E. Check operation of change-over switches and relays.

7. BOILER HEATING SYSTEMS

ANNUALLY

- A. Inspect surfaces of heating coils.
- B. Recommend cleaning of heating coil surfaces.
- C. Inspect strainers and valves, clean as required.
- D. Inspect, test and adjust boiler safety controls.
- E. Drain, clean, flush and refill boiler and lines.
- F. Inspect all automatic and motorized valves on boiler.
- G. Check water make-up valves and controls.
- H. Check boiler water level and level control.
- I. Inspect, clean and adjust burner and pilot operation.
- J. Inspect and lubricate draft fans and motors.
- K. Check operation on natural gas firing.
- L. Check for fuel leaks.

SCHEDULE OF INSPECTION AND MAINTENANCE
Page 3

8. OTHER EQUIPMENT AND SYSTEMS

ANNUALLY

- A. Inspect and lubricate all exhaust fans as required.
- B. Inspect all drive belts, adjust if required.
- C. Replace faulty or worn drive belts.
- D. Check operation of interlocks and gravity dampers.

9. ITEMS AND WORK EXCLUDED AND/OR NOT APPLICABLE

- A. Duct cleaning of heating, cooling and ventilating systems.

CITY OF MAPLEWOOD

LIST OF EQUIPMENT INCLUDED

CITY HALL	PUBLIC WKS	COMMUNITY CTR	NATURE CTR	NO FIRE STATION	SO FIRE STATION	PARK MAINT.	CENTRAL FIRE STATION
3 Condensing Unit	3 Rooftop Units	2 York Air-cooled Chillers	2 Furnace/ Condensers	4 Unit Heaters	1 Rooftop Unit	1 Rooftop Unit	4 Rooftop Units
2 Hot Water Boilers	DeDietrich Hot Water Boiler 2	6 Air Handling Units		3 Exhaust Fans	1 Make-up Air Unit	1 Make-up Air Unit	3 Gas Unit Heaters
1 Liebert Mini Split	6 Make-up Air Units	3 Condensing Units		1 Rooftop Unit		3 Exhaust Fans	1 Make-up Air Unit
3 Air Handling Unit (A - B)	Honeywell Analytics Sensors 5	4 Hot Water Boilers		1 Furnace Split		Inferred Tube Heaters 6	Honeywell Analytic Sensor 1
1 New EXF PDEP Locker Rm (A-B)	5 Exhaust Fans	1 Dehumidifier (future)				Honeywell Analytics Sensors 2	
1 Rooftop Unit	22 Radiant Heaters	2 Rooftop Units					

CITY OF MAPLEWOOD
HVAC PREVENTIVE MAINTENANCE AGREEMENT SUMMARY #S14-0805 REVISION

SITES	WIN	SPR	SUM*	FALL	TOTAL LABOR HOURS	LABOR RATE	LABOR DOLLARS	MISCELLANEOUS	TOTAL LABOR & MATERIALS	BUDGETARY ANNUAL INCREASE	
										YEAR 2	YEAR 3
City Hall	6	12	16	16	50	\$ 114.50	\$ 5,725.00	\$ 380.00	\$ 6,105.00	\$ 6,288.15	\$ 6,476.79
Public Works	8	10	8	24	50	\$ 114.50	\$ 5,725.00	\$ 1,230.00	\$ 6,955.00	\$ 7,163.65	\$ 7,378.56
Community Ctr	10	16	24	16	66	\$ 114.50	\$ 7,557.00	\$ 425.00	\$ 7,982.00	\$ 8,221.46	\$ 8,468.10
Nature Center	1	1	2	1	5	\$ 114.50	\$ 572.50	\$ 80.00	\$ 652.50	\$ 672.08	\$ 692.24
North Fire Station	2	2	2	4	10	\$ 114.50	\$ 1,145.00	\$ 80.00	\$ 1,225.00	\$ 1,261.75	\$ 1,299.60
South Fire Station	2	2	3	2	9	\$ 114.50	\$ 1,030.50	\$ 80.00	\$ 1,110.50	\$ 1,143.82	\$ 1,178.13
Park Maintenance	2	2	2	6	12	\$ 114.50	\$ 1,374.00	\$ 460.00	\$ 1,834.00	\$ 1,889.02	\$ 1,945.69
Central Fire Station	2	3	4	4	13	\$ 114.50	\$ 1,488.50	\$ 270.00	\$ 1,758.50	\$ 1,811.26	\$ 1,865.59
TOTALS:	33	48	61	73	215		\$ 24,617.50	\$ 3,005.00	\$ 27,622.50	\$ 28,451.18	\$ 29,304.71

***SUMMER INSPECTION INCLUDES CONDENSER COIL CLEANING WITH WATER.**

NOTES:

FILTERS AND BELTS WILL BE FURNISHED BY THE CITY OF MAPLEWOOD AND INSTALL BY YALE.
 CO2/NO TESTING IS NOTED IN SELECT SITES-MISCELLANEOUS

PARK MAINTENANCE LOCATION--NO ROOF ACCESS -- LADDER IS REQUIRED. THE CUSTOMER HAS A LIFT ON SITE FOR YALE TECHNICIAN TO USE FOR TUBE HEATER INSPECTION (THE CITY NEEDS 1 WEEK ADVANCE NOTICE TO COORDINATE THE MAN LIFT FOR THE TUBE HEATERS).

CITY HALL - INCLUDES ONE ANNUAL COMPRESSOR OIL ANALYSIS TEST FOR (4) COMPRESSORS.

COMMUNITY CENTER- INCLUDES OIL TEST FOR BOTH CHILLER. THE THERMO/DYNE CONDENSING UNITS WILL HAVE 2 HOUR PM EVERY OTHER MONTH.

PUBLIC WORKS - INCLUDES ANNUAL TUNE-UP COMBUSTION ANALYER AND CO2/NO TESTING AND CALIBRATION.



SCHEDULE OF RATES AND SERVICES

EFFECTIVE JANUARY 1, 2014

HVAC SERVICES: Yale Mechanical service technicians are among the most highly trained and qualified technicians in our region. Qualifications include a two year HVAC Associates degree, five years apprenticeship concluding in certification of competency by examination in each field of expertise. Yale Mechanical service technicians attend continuous classes and training seminars and are certified in accordance with all state and municipal requirements.

MECHANICAL HVAC JURISDICTIONS: Expertise includes proficiencies in chilled water and direct expansion cooling systems, forced air heating and cooling, steam and hot water boiler systems, various fuel burning systems including natural gas, oil, and propane systems, filtration and air purification, process refrigeration, electronic and pneumatic controls; humidification, ventilation, air handling systems, environmental test chambers, heat pumps, building automation systems and data centers.

PLUMBING SERVICES: Service and repair of existing plumbing systems including medical gas systems, booster pumps, mixing valve stations, RPZ testing and rebuilding (which is mandated by the State of Minnesota) and more.

HOURLY SERVICE RATES - SEVEN-COUNTY METRO AREA - 24-HOUR/7-DAY SERVICE 952-884-1661

DAY	HOUR	RATE	RATE PER MANHOUR	
			NON-CONTRACT	CONTRACT RATE
Monday - Friday	8 AM - 4:30 PM	Regular	\$128.00	\$114.50
Monday - Friday	4:30 PM - 8 AM	Over time	192.00	171.75
Saturday/Sunday	8 AM - 4:30 PM	Over time	192.00	171.75
Saturday/Sunday	4:30 PM - 8 AM	Double time	256.00	229.00
Holidays	All Hours	Double time	256.00	229.00
TRUCK TRIP CHARGE PER MAINTENANCE			\$ 90.00	NONE
TRUCK TRIP CHARGE PER SERVICE CALL			\$ 90.00	\$ 45.00
TRAVEL TIME AT SAME RATE AS RELATED LABOR				
RATE SUBJECT TO CHANGE WITHOUT NOTICE				

OUTSIDE SEVEN-COUNTY METRO AREA MILEAGE IS 50 CENTS PER MILE

SERVICE CALLS (GENERAL & EMERGENCY) ANY TIME OF DAY OR NIGHT: Call: 952-884-1661

For after-hours service Yale's automated system will contact our service technician for immediate response.

ADDITIONAL SERVICES: Design/Build construction, remodels, retrofit and tenant finishing; Data Center systems, humidification/dehumidification. Millwright services include: plant relocation, turnkey equipment settings, plant shut down and maintenance, and material handling.

Call Yale Mechanical for Your Next Construction or Millwright Project!

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MEMORANDUM

TO: Melinda Coleman, Interim City Manger

FROM: Michael Thompson, City Engineer/Public Works Director
Gayle Bauman, Finance Director
Bryan Nagel, Street/Storm/Building Superintendent

DATE: July 21, 2014

SUBJECT: Approval of Professional Services Agreement for Municipal Buildings Asset Management Study, City Project 14-12

Introduction

The City Council will consider approval of a professional services agreement for the purposes of an asset management study on municipal buildings.

Background

The Building Operations Division, which was integrated into Public Works in March of 2014, is in need of a proper asset management system that catalogues major building assets (e.g....HVAC system/unit, roof, carpet, etc...) in order to understand life cycles, future investment needs, and ultimately obtain a detailed understanding of the state of the City's building infrastructure. This is the first step that must be taken before recommendations will be made for future capital replacement as part of the 5 year capital improvement plan (CIP).

The following buildings fall within the scope of asset management services as part of the recommended professional services agreement:

- 1) 1810 County Rd B East (Park Maintenance Garage)
- 2) 1830 County Rd B East (City Hall Complex)
- 3) 1902 County Rd B East (Public Works Complex)
- 4) 2659 7th Street (Nature Center)
- 5) 1955 Clarence Street (Central Fire Station)
- 6) 1530 County Rd C East (North Fire Station)
- 7) 600 McKnight Road (South Fire Station)

Discussion

On May 28, 2014 a request for proposals (RFP) was sent to three consulting firms by city staff. Two proposals were submitted which included all necessary services as outlined in the RFP. The fees for the two proposals were \$73,000 and \$79,000 respectively.

The proposals were reviewed internally by a team of three staff persons. All agreed that the proposal provided by SEH, Inc. was favored due to SEH's familiarity with the city's buildings and

also to maintain the consistency with services performed at the Community Center. Also, SEH, Inc. provided the lowest fee for completion of services at \$73,000.

Budget Impact

The fee of \$73,000 will be covered by the 2014 operating budget. The following program funds are expected to cover these expenditures in a prorated manner based on building use: general, sanitary sewer, storm sewer, and fleet.

Recommendation

It is recommended that the council authorize the Public Works Director to sign a professional services agreement with SEH, Inc. for the Municipal Buildings Asset Management Study, City Project 14-12 in the amount of \$73,000. Furthermore, minor adjustments are approved if an adjustment in scope of services is warranted.

Attachments

1. SEH, Inc. Proposal



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RECEIVED

JUN 25 2014

Maplewood Public Works

June 25, 2014

RE: City of Maplewood
Asset Management of Municipal Buildings
SEH File No. 128512

Mr. Michael Thompson, PE
Director of Public Works / City Engineer
City of Maplewood
1902 County Road B East
Maplewood, MN 55109

Dear Mr. Thompson:

Capital Asset Management is a vitally important process that can minimize the total cost of owning, operating and maintaining assets at acceptable levels of service. Maplewood has a significant investment in its municipal facilities. Recognizing the symbiotic relationship between maintenance, operations, asset performance, life cycle costs, finance and capital planning, City Staff recently worked together with SEH to develop an asset management database and capital improvements plan for the Maplewood Community Center. Based on that experience and our familiarity with other City's buildings, SEH is uniquely qualified to deliver a consistent asset management process for all of the City's facilities.

Project Overview and Understanding

City staff and Council have expressed an interest in expanding an asset management system that will provide up-to-date cost information including prioritizing repair and maintenance issues on an ongoing basis for all City Facilities. Our approach will build on the recently completed project for the 90,000 square foot Community Center Building. We proposed to use VFA software, allowing the City to prioritize and plan for repairs based on the extent and type of the deficiencies identified. Our familiarity with all of the City buildings, as summarized below, will streamline the process.

City Building	SEH Familiarity
Park Maintenance Garage	SEH evaluated the facility for potential remodeling as part of the City Campus and Police Department Expansion and Remodeling project.
City Hall Complex	SEH completed a full facility evaluation of City Hall as part of the Police Department Remodel and Expansion project. As part of the project, SEH developed a 3-dimensional Revit model of the facility which can be incorporated into the asset management project.
Public Works Project	SEH completed an expansion and remodeling project in 2013/2014. As part of the construction, deficiencies in the existing air handling system were discovered. Mitigation involved inspection, cleaning, rebalancing and modification, illustrating the importance of routine inspection, long term operations and maintenance in the overall life cycle of facilities.
Nature Center	SEH assisted City Staff with the solar panel installation project at the Nature Center.
Central Fire Station	SEH is the architect of record for the Gladstone Station. SEH completed an evaluation of the roof system in 2011, resulting in repairs paid in part by the original project contractor(s).SEH developed schematic plans for the expansion and remodeling plans in 2013/2014.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

North Fire Station	The Hazlewood Station was originally scheduled to be demolished and replaced with a new station. SEH staff evaluated the building and programmatic elements of the facility in 2013 as part of schematic design and development. Our evaluation concluded that a remodel and expansion of the existing facility would significantly reduce costs compared to complete station replacement.
South Fire Station	SEH completed the design for the new fire station and is currently overseeing construction of the McKnight Road facility. An operational plan for the station will help save long term facility expenditures and extend the useful life of the station.

Project Approach

Task 1 –Field Verification Activities

Prior to our field visits, City staff will provide us with all drawings, reports and other documentation and information regarding deficiencies, or other known issues. We anticipate this process will require one or two meetings with City staff. The SEH team will visually inspect each building, verifying materials and deficiencies and photographing existing conditions. No destructive testing will be done. We will coordinate with City staff to gain access to all of the spaces within the buildings. We will capture visually accessible information regarding building and finish materials used in wall assemblies, roof systems, windows, ceilings, floors, HVAC and electrical systems, etc. The information will provide a comprehensive overview of building conditions and identifying visible deficiencies, but should not be construed as a detailed assessment of every component within each building.

Task 2 –Database Input- Building Virtual Models

SEH will build the database for each facility using the VFA software, including attaching files and documentation for each building. The database will include a description of the structure, uploading and labeling digital photographs, and noted deficiencies. The VFA database will be used to develop a long term Capital Improvements Plan, consistent with the MCC project.

Task 3 –Report Output

Prior to generating this report we will collaborate with City staff regarding the report format and preferences for final deliverables. We anticipate final products to be similar to the MCC project.

Project Team and Schedule

Brian Bergstrom, AIA will lead the SEH project team. Our team includes architectural, mechanical and electrical engineering specialists including HVAC Subconsultant Otto Maki of The Design Group and Nancy Schultz, CR-Building Performance Specialists Inc. for VFA Data Entry. Completion of the project by mid-September is challenging but possible, assuming timely exchange of information and availability of City staff. SEH's Larry Koch and Justin Mankowski will provide support to the team based on the recent facility improvements they have designed and implemented for the City.

Compensation

Compensation for the Scope of Work outlined above is estimated at \$73,000 including reimbursable expenses. This cost compares favorably with the \$26,300 fee for the Community Center Project which was completed within budget. If a detailed structural analysis is required, we will provide the City with a scope and fee request for additional services.

Summary

Thank you for the opportunity to assist the City with this exciting project.

Sincerely,

Mark Lobermeier, PE
Client Service Manager

MEMORANDUM

TO: City Council
FROM: Melinda Coleman, Interim City Manager
DATE: July 22, 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. August 4- City Manager Search Updates/Discussion if requested
2. August 11 – 2015 Budget Preview
3. August 25 – Gateway Transit Corridor Presentation

Budget Impact

None.

Recommendation

No action required.