

**AGENDA**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Tuesday, May 26, 2015  
City Hall, Council Chambers  
Meeting No. 10-15

**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 May 11, 2015 City Council Workshop Meeting Minutes
2. Approval of May 11, 2015 City Council Meeting Minutes

**F. APPOINTMENTS AND PRESENTATIONS**

1. Approval of a Resolution of Appreciation for Environmental and Natural Resources Commissioner Randee Edmundson
2. Approval of 2014 Housing Economic Development Commission Annual Report

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

1. Approval of Claims
2. Approval of Resolution Authorizing Purchase of Insurance Agent Services
3. Approval of Resolution to Adopt State Performance Measures
4. Approval to Close Debt Service Funds
5. Approval of Temporary Lawful Gambling - Local Permits for Ramsey Nursing Home Foundation, 2000 White Bear Avenue
6. Approval of a Fee Waiver for a Temporary Food Sales Permit Fee for North East Soccer Association
7. Approval of Motion for Second Reading of Ordinance Amending Chapter 14, Article XVIII Relating to the Sale of Tobacco-Related Products
8. Approval to Dispose of Fire Department Vehicles
9. Approval of a Conditional Use Permit Review, Beaver Lake Elementary School, 1060 Sterling Street
10. Approval of a Conditional Use Permit Review, Plaza 3000 Shopping Center, 3000 White Bear Avenue
11. Approval of a Conditional Use Permit Review, Verizon Wireless Ground Equipment at Hillwood Drive and Sterling Street

12. Approval to Accept 2015 Spring Clean Up Summary
13. Approval of a Memorandum of Understanding for the Implementation Phase of Partners in Energy
14. Approval of Resolution of Support for the Institutionalization of the Regional Indicators Initiative
15. Approval to Purchase Sanitary Sewer Lift Station Emergency Generator
16. Approval of Resolution Approving Final Payment and Acceptance of Project, Fire Station 1 Improvements (South Fire Station), City Project 12-14
17. Approval to Authorize Final Payment for Storm Sewer Repair at 2567 Mayer Lane

**H. PUBLIC HEARINGS**

1. Approval of Gas Franchise Ordinances
  - a. Approval of First Reading of Revised Gas Franchise Ordinance
  - b. Approval of First Reading of New Gas Franchise Fee Ordinance to Fund Additional Road Repair
2. Approval of Stormwater Ordinances and Standards
  - a. Approval of First Reading of Revised Stormwater Related Ordinances
  - b. Approval of Revisions to the Maplewood Stormwater Management Standards
3. Approval to Modify Development Program and Establish TIF District No. 1-13 for Villages at Frost-English, 1955 English Street
  - a. Approval of a Resolution for Modification to the Development Program for Development District No. 1 and Establishing Tax Increment Financing District No. 1-13 and approving a Tax Increment Financing Plan
  - b. Approval of a Resolution for the Phase One Tax Increment Financing Development Agreement with Maplewood Acquisition, LLC
  - c. Approval of Maplewood Acquisition LLC's Developer's Agreement
  - d. Approval of a Resolution for an Inter-fund Loan Agreement

**I. UNFINISHED BUSINESS**

None

**J. NEW BUSINESS**

1. Approval of Conditional Use Permit Revisions for Outdoor Storage and Commercial Building within 350 Feet of a Residential District, Laughlin Pest Control, 1055 Gervais Avenue
2. Republic Services' Annual Trash and Yard Waste Performance Review
  - a. Approval of the 2014 Trash and Yard Waste Report
  - b. Approval of the 2015 Trash and Yard Waste Work Plan

**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.*

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Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people’s attitude and understanding of the importance of the work they perform,

Now, therefore, the City Council does hereby proclaim the week of May 17-23 as National Public Works Week in the City of Maplewood, Minnesota and do hereby call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

**G. CONSENT AGENDA**

Councilmember Cardinal requested G5 and G7 be highlighted. Councilmember Juenemann requested G3 be highlighted.

Councilmember Juenemann moved to approve consent agenda items G1-G10.

Seconded by Councilmember Koppen                      Ayes – All

The motion passed.

**1. Approval of Claims**

Councilmember Juenemann moved to approve the Approval of Claims.

ACCOUNTS PAYABLE:

\$ 550,380.74	Checks # 94941 thru # 94958 dated 04/23/15 thru 04/28/15
\$ 315,672.69	Disbursements via debits to checking account dated 04/20/15 thru 04/24/15
\$ 59,047.81	Checks #94986 thru #95018 dated 04/27/15 thru 05/05/15
\$ 519,277.63	Disbursements via debits to checking account dated 04/27/15 thru 05/01/15
<hr/>	
\$ 1,444,378.87	Total Accounts Payable

PAYROLL:

\$ 523,955.66	Payroll Checks and Direct Deposits dated 04/24/15
\$ 999.75	Payroll Deduction check # 9994536 thru #9994538 dated 04/24/15
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\$ 524,955.41	Total Payroll

\$ 1,969,334.28 GRAND TOTAL

Seconded by Councilmember Koppen Ayes – All

The motion passed.

## **2. Approval of 2015 General Fund Transfers**

Councilmember Juenemann moved to approve the Finance Director to make the entries necessary to account for the transfers requested from the General Fund.

Amount	Fund	Purpose
\$250,000	General Bldg Replacement Fund (401)	Initial fund deposit
\$350,000	TH36/English project 09-08 (595)	Assist with deficit

Seconded by Councilmember Koppen Ayes – All

The motion passed.

## **3. Approval to Update Cooperative Purchasing Sources in Purchasing Policy**

Finance Director Bauman gave the staff report.

Councilmember Juenemann moved to approve staff to update the City's Purchasing Policies to include the additional two cooperative purchasing sources, TCPN Cooperative Purchasing Group and The Interlocal Purchasing System (TIPS).

Seconded by Councilmember Koppen Ayes – All

The motion passed.

## **4. Approval to Purchase Park Maintenance Multi-Purpose Machine**

Councilmember Juenemann moved to approve the purchase of the John Deere 1580 maintenance machine under MN State Contract #NJPA 070313-DAC from Minnesota Equipment, including trade in of old unit, freight and delivery totaling \$35,777.05.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

## **5. Resolution Approving No Parking Restrictions on Larpenteur Avenue (Arkwright to Parkway Drive)**

City Engineer/Public Works Director Thompson gave the staff report.

Councilmember Juenemann moved to approve the No Parking Restrictions on both the north and south sides of Larpenteur Avenue between Arkwright Street and Parkway Drive.

Resolution 15-5-1203  
 "No Parking" Restrictions on Larpenteur Avenue  
 Between Arkwright Street and Parkway Drive  
 May 11, 2015  
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The motion passed.

## J. NEW BUSINESS

### 1. Acceptance of Comprehensive Annual Financial Report – 2014 (Annual Audit)

Finance Director Bauman gave the staff report.

Councilmember Cardinal moved to approve the City's Comprehensive Annual Financial Report and approve the City's responses to the audit findings.

Seconded by Councilmember Juenemann                      Ayes – All

The motion passed.

### 2. Preliminary Approval for Issuance of Bonds

Finance Director Bauman gave the staff report. Terri Heaton, Client Representative from Springsted addressed the council to give the presentation and answer questions of the council.

Councilmember Juenemann moved to approve the resolutions providing preliminary approval for the sale of \$1,235,000 General Obligation Bonds, Series 2015B.

Resolution 15-5-1204  
Resolution Providing for the Competitive Negotiated Sale of \$1,235,000  
General Obligation Bonds, Series 2015B

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue \$1,235,000 General Obligation Bonds, Series 2015B (the "Bonds") to finance (i) a street reconstruction project within the City; and (ii) the purchase of capital equipment; and

B. WHEREAS, the City has retained Springsted Incorporated, in Saint Paul, Minnesota ("Springsted"), as its independent municipal advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

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

1. Authorization. The City Council hereby authorizes Springsted to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed proposals for, and awarding the sale of, the Bonds. The proposals shall be received at the offices of Springsted and shall be opened at the time specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof.

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4. Official Statement. In connection with the sale, the City Clerk, Mayor and other officers or employees of the City are hereby authorized to cooperate with Springsted and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

Councilmember Juenemann moved to approve the resolution providing preliminary approval for the sale of \$8,020,000 Taxable General Obligation Refunding Bonds, Series 2015C.

Resolution 15-5-1205  
Resolution Providing for the Competitive Negotiated Sale of \$8,020,000  
Taxable General Obligation Refunding Bonds, Series 2015C

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue \$8,020,000 Taxable General Obligation Refunding Bonds, Series 2015C (the "Bonds") to refund the February 1, 2016 through February 1, 2027 maturities of the City's Taxable General Obligation Bonds, Series 2010A (Build America Bonds – Direct Pay), dated May 10, 2010; and

B. WHEREAS, the City has retained Springsted Incorporated, in Saint Paul, Minnesota ("Springsted"), as its independent financial advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

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

1. Authorization. The City Council hereby authorizes Springsted to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed proposals for, and awarding the sale of, the Bonds. The proposals shall be received at the offices of Springsted and shall be opened at the time specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with the sale, the City Clerk, Mayor and other officers or employees of the City are hereby authorized to cooperate with Springsted and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.



**L. VISITOR PRESENTATION**

None

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

City Manager Coleman gave the update to the council calendar.

**N. COUNCIL PRESENTATIONS****1. Ramsey County Dispatch Policy**

Councilmember Juenemann reported on the Ramsey County Dispatch Policy meeting she attended on Thursday, May 7, 2015.

**2. Ramsey County and the Resource Recovery Plant in Newport, MN**

Councilmember Juenemann reported on Ramsey County League of Local Governments Meeting she and Councilmember Cardinal attended specifically the presentation on the Resource Recovery Plant in Newport, MN.

**3. Report of MN Teacher of the Year**

Councilmember Cardinal reported that Amy Hewett-Olatunde, a Maplewood resident and teacher at LEAP High School was chosen as the 2015 Minnesota Teacher of the Year.

**4. Request for Joint Meeting with North St. Paul and Oakdale Councils and IDS 622 School Board**

Councilmember Cardinal requested the City Manager to schedule a joint meeting with North St. Paul and Oakdale Councils and ISD 622 Board to discuss how the school district is relevant to real estate.

**5. Planning Commission Meeting**

Councilmember Cardinal reported on the Planning Commission meeting he attended on Tuesday, May 5, 2015.

**6. Regional Council of Mayors**

Mayor Slawik reported on the Regional Council of Mayors meeting she attended and the presentation on suburban poverty. Slawik spoke about food shelves and correlation between health and eating good food. City Manager Coleman provided additional information regarding the number of Maplewood residents and homeowners that depend on goods from local food shelves.

**7. Bergeron Memorial Highway Bill**

Mayor Slawik complimented Police Chief Schnell on the ceremony that was held on May 1, 2015 in honor of Sergeant Bergeron. The Bergeron Memorial Highway Bill is going through

the Legislature and passed the MN Senate on Friday, 8, 2015. Police Chief Schnell thanked everyone for attending the ceremony and additionally reported that the House will hear the Bergeron Memorial Highway Bill on Thursday, May 14, 2015.

**8. Asian Pacific Council Dinner**

Mayor Slawik reported on the Asian Pacific Council Dinner she attended.

**9. Council Retreat**

Mayor Slawik thanked her fellow council members and staff for taking the time to attend the 2015 council retreat.

**10. Municipal Legislative Commission Meeting with the Governor**

Mayor Slawik reported on the Municipal Legislative Commission Meeting with the Governor she attended.

**11.** Police Chief Schnell report that on Sunday, May17, 2015 on the Discovery ID Channel a program entitled *In the Line of Fire* will air. Maplewood Officer Julie Olson will be highlighted along with officers from New York City and Los Angeles. Officer Olson responded to a domestic situation where North St. Paul Officer Richard Crittenden was murdered in September 2009.

**O. ADJOURNMENT**

Mayor Slawik adjourned the meeting at 8:59 p.m.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Shann Finwall, AICP, Environmental Planner  
**DATE:** May 19, 2015  
**SUBJECT:** Approval of a Resolution of Appreciation for Environmental and Natural Resources Commissioner Randee Edmundson

**Introduction**

Commissioner Randee Edmundson has been a member of the Environmental and Natural Resources (ENR) Commission for five years and two months, serving from February 8, 2010 to April 20, 2015.

**Background**

Commissioner Edmundson resigned from the ENR Commission on April 20, 2015.

**Commission Review**

The ENR Commission recommended approval of the attached resolution of appreciation for Commissioner Edmundson on May 18, 2015.

**Recommendation**

Approve the attached Resolution of Appreciation for Randee Edmundson for her years of service on the Environmental and Natural Resources Commission.

**Attachment**

1. Resolution of Appreciation for Randee Edmundson

*RESOLUTION OF APPRECIATION*

*WHEREAS, Randee Edmundson has been a member of the Maplewood Environmental and Natural Resources Commission for five years and two months, serving from February 8, 2010 to April 20, 2015. Ms. Edmundson has served faithfully in those capacities; and*

*WHEREAS, the Environmental and Natural Resources Commission has appreciated her experience, insights and good judgment; and*

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

*WHEREAS, Ms. Edmundson has shown dedication to her duties and has consistently contributed her leadership and efforts for the benefit of the City.*

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

*Passed by the Maplewood  
City Council on June 8, 2015.*

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*Nora Slawik, Mayor*

*Passed by the Maplewood  
Environmental and Natural  
Resources Commission on  
May 18, 2015.*

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*Dale Trippler, Chairperson*

*Attest:*

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*Karen Haag, City Clerk*

**MEMORANDUM**

**TO:** Melinda Coleman City Manager  
**FROM:** Warren Wessel, Housing and Economic Development Commission Chair  
**DATE:** May 13, 2015  
**SUBJECT:** Approval of 2014 Housing Economic Development Commission Annual Report

**Introduction**

Annually, the housing and economic development commission (HEDC) is required to report the HEDC’s actions and activities for the city council for the previous year. In 2014, the HEDC reviewed the following 18 items during its six meetings:

<i>Type of Proposal Reviewed</i>	<i>#</i>
<u>Informational Commission Reviews</u>	2
1. Minnesota Waste Wise (April 9, 2014)	
2. Green Economy – Presentation by Tim Nolan, Sustainable Industrial Development Coordinator with the Minnesota Pollution Control Agency (July 9, 2014)	
<u>Miscellaneous Reviews and Actions</u>	16
1. EDA Status Report Update (January 8, 2014)	
2. Election of Officers (January 8, 2014)	
3. Review of Revolving Loan Fund Policy Guidelines (January 8, 2014)	
4. Update on Maplewood Bowl Redevelopment and Gladstone Neighborhood (February 12, 2014)	
5. Review of Real Estate Broker Request for Proposal (February 12, 2014)	
6. 2013 HEDC Annual Report (February 12, 2014)	
7. Gladstone Phase 2 Improvements, Project 14-01(April 9, 2014)	

8. Formation of Subcommittee to Draft (RLF) Revolving Loan Fund Guidelines (April 9, 2014 and July 9, 2014)
9. Broker Selection Subcommittee (April 9, 2014 and July 9, 2014)
10. Sale of Excess Real Property, Fire Department Properties (July 9, 2014)
11. Approval of the 2015 – 2019 Capital Improvement Plan (CIP) (August 13, 2014)
12. New Member Orientation (November 12, 2014)
13. Partners in Energy – Xcel Energy Community Partnership (November 12, 2014)
14. Approval of Resolution of Appreciation for Beth Ulrich (November 12, 2014)
15. Approval of Resolution of Appreciation for Gary Kloncz (November 12, 2014)
16. Update on Sale of City Properties (November 12, 2014)

**Total**

**18**

Comparative Information

<u>Year</u>	<u>Number of Items Reviewed</u>
2010	17
2011	15
2012	14
2013	21
2014	18

*Membership*

The HEDC consists of seven members appointed by the city council. Membership terms are for three years, with extensions for additional terms approved by the city council. During 2014, members Gary Kloncz and Beth Ulrich did not seek reappointment to the HEDC. The city council appointed Spencer Gansluckner to fill one of the vacancies. The city is currently advertising for the one vacancy on the HEDC. The membership as of the end of 2014:

<u>Board Member</u>	<u>Membership Began</u>	<u>Term Expires</u>
Dennis Unger	07/25/11	9/30/15
Joy Tkachuck	09/25/06	9/30/16
Mark Jenkins	01/25/10	9/30/16
Jennifer Lewis	04/25/11	9/30/16
Warren Wessel	12/13/10	9/30/17
Spencer Gansluckner	09/22/14	9/30/17
<i>Vacant</i>		9/30/17

Commissioner Wessel was reappointed for an additional term in 2014. Commissioner Unger's term is up for reappointment during 2015. The reappointment process will be in the summer of 2015.

## **Discussion**

### *2014 Actions/Activities*

In 2014, the HEDC continued its commitment to development and redevelopment in the city of Maplewood by working on several projects. The HEDC spent a good portion of its year working to implement elements of its work plan. The commission spent several meetings looking at how to develop a revolving loan fund program and select a broker to assist the city in selling its excess parcels. While work still needs to be done on establishing a loan program, the work accomplished in selecting a broker has resulted in the selling of two city parcels into private ownership.

The HEDC's work plan identifies the Gladstone neighborhood as an area the city and the HEDC should be focusing efforts on. In 2014, Sherman Associates officially purchased the Maplewood Bowl site and will soon start its redevelopment of the property with a mixture of family and senior housing along with a commercial element. Sherman and the city have been collaborating on the redevelopment of this site since 2013, which included the award of a grant for \$1.9 million from the Metropolitan Council.

The HEDC and staff worked on business outreach through environmental and energy efficiency programs. These programs provide a link between the city and the business community while supporting two of the city's key goals – economic development and sustainability.

### *2015 Activities*

In 2015, the HEDC will continue to implement its work plan and concentrate on key redevelopment areas within the city. The Maplewood Bowl redevelopment project is scheduled to move forward and the HEDC will review all requests to city assistance. The HEDC will continue its efforts to develop a program and guidelines for its revolving loan fund program – building on what it learned from the first application. The HEDC is a key resource as the city looks to continue and expand its economic development efforts. In 2015, the HEDC will be committed to the development and enhancement of the city of Maplewood.

## **Recommendation**

Approve the HEDC's 2014 annual report.

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**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Gayle Bauman, Finance Director  
**DATE:** May 19, 2015  
**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:

\$ 214,294.62	Checks # 95019 thru # 95081 dated 05/01/15 thru 05/12/15
\$ 401,316.04	Disbursements via debits to checking account dated 05/04/15 thru 05/08/15
\$ 385,286.03	Checks #95082 thru #95118 dated 05/12/15 thru 05/19/15
\$ 559,764.56	Disbursements via debits to checking account dated 05/11/15 thru 05/15/15
<u>\$ 1,560,661.25</u>	Total Accounts Payable

PAYROLL

\$ 528,170.04	Payroll Checks and Direct Deposits dated 05/0/15
\$ 1,191.53	Payroll Deduction check # 9994957 thru #9994959 dated 05/08/15
<u>\$ 529,361.57</u>	Total Payroll
<u><u>\$ 2,090,022.82</u></u>	GRAND TOTAL

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

Attachments

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

05/07/2015

<b>Check</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	
95019	05/01/2015	05346	BALLOON CONNECTION INC	BALLOON DECOR FOR MCC DANCE	306.99
95020	05/04/2015	05523	COUNCIL ON ASIAN PACIFIC MINNESOTA	LEADERSHIP AWARDS DINNER SLAWIK	40.00
95021	05/04/2015	02464	US BANK	FUNDS FOR ATMS	10,000.00
95022	05/12/2015	00120	AQUA LOGIC INC	POOL CHEMICALS	959.00
	05/12/2015	00120	AQUA LOGIC INC	POOL CHEMICALS	728.00
95023	05/12/2015	05114	BOLTON & MENK, INC.	PROJ 14-02 CNTY RD B TRAIL IMPRV	8,806.15
	05/12/2015	05114	BOLTON & MENK, INC.	GIS ASSISTANCE - NEW PROJECTS	300.00
95024	05/12/2015	05339	CHRIS MASTELL TRAILER RENTALS	TRAILER RENTAL - STORAGE	375.00
95025	05/12/2015	03658	CHARLES DEEVER	REIMB FOR MILEAGE 2/18 - 4/30	44.16
95026	05/12/2015	03597	MARY JO HOFMEISTER	REIMB FOR MILEAGE 3/26 - 4/22	14.09
95027	05/12/2015	00682	RON HORWATH	REIMB FOR MDSE FOR RESALE/SUPPLIES	635.00
95028	05/12/2015	05520	BRIAN MICHELETTI	REIMB FOR MEALS AND TAXI 3/15-3/19	58.85
95029	05/12/2015	04316	CITY OF MINNEAPOLIS RECEIVABLES	AUTO PAWN SYSTEM - MARCH	683.10
95030	05/12/2015	01409	S E H	PROJ 14-12 BLDG ASSET MGMT	1,296.00
	05/12/2015	01409	S E H	PROJ 13-11 CARMAX - MISC SRVS	185.79
95031	05/12/2015	01497	SPRINGSTED INC	CONTINUING DISCLOSURE REPORT 2014	2,000.00
95032	05/12/2015	04339	MICHAEL STREFF	REIMB FOR BEDDING K-9	27.31
95033	05/12/2015	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	2,217.78
	05/12/2015	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	1,969.42
	05/12/2015	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	1,216.13
	05/12/2015	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	565.80
95034	05/12/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 7950665-002	204.77
	05/12/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 7950665-003	190.95
	05/12/2015	05305	TOSHIBA FINANCIAL SERVICES	CONTRACT 7950665-001	156.20
95035	05/12/2015	04192	TRANS-MEDIC	DEPOSIT CORRECTION LSCV PATIENT	90.00
95036	05/12/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	14,904.26
	05/12/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	822.51
	05/12/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	709.12
	05/12/2015	01190	XCEL ENERGY	GAS UTILITY	567.62
	05/12/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	52.12
	05/12/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	23.62
	05/12/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	15.43
95037	05/12/2015	04848	AVESIS	MONTHLY PREMIUM - MAY	223.61
95038	05/12/2015	01811	BERNATELLO'S PIZZA	MDSE FOR RESALE	102.00
	05/12/2015	01811	BERNATELLO'S PIZZA	MDSE FOR RESALE	51.00
95039	05/12/2015	02120	CAPRA'S UTILITIES INC	MAYER LANE STORM SEWER REPAIRS	45,488.78
95040	05/12/2015	05521	JOHN CARNES	REIMB FOR TOOLS FOR ARMORY	156.95
95041	05/12/2015	00036	CHARITABLE GAMBLING	CHARITABLE GAMBLING - ECUMEN	310.00
95042	05/12/2015	05369	CINTAS CORPORATION #470	ULTRA CLEAN SERVICE - CITY HALL	311.90
	05/12/2015	05369	CINTAS CORPORATION #470	CLEANING SUPPLIES - CITY HALL	90.80
95043	05/12/2015	05507	COCA-COLA REFRESHMENTS	MDSE FOR RESALE	404.64
95044	05/12/2015	03874	COMMERCIAL FURNITURE SERVICES	OFFICE FURNITURE	5,871.96
95045	05/12/2015	05025	DIST 622 EDUCATION FOUNDATION	CHARITABLE GAMBLING	1,750.00
95046	05/12/2015	04067	ESCAPE FIRE	FIRE SPRINKLER INSPECTION - MCC	850.00
	05/12/2015	04067	ESCAPE FIRE	FIRE SPRINKLER INSPECTION - 1810 BLDG	730.00
	05/12/2015	04067	ESCAPE FIRE	FIRE SPRINKLER INSPECTION - PD#2	650.00
	05/12/2015	04067	ESCAPE FIRE	FIRE SPRINKLER INSPECTION - PW	500.00
	05/12/2015	04067	ESCAPE FIRE	FIRE SPRINKLER INSPECTION - 1810 BLDG	450.00
	05/12/2015	04067	ESCAPE FIRE	FIRE SPRINKLER INSPECTION - 1810 BLDG	350.00
	05/12/2015	04067	ESCAPE FIRE	FIRE SPRINKLER INSPECTION - FD#1	250.00
	05/12/2015	04067	ESCAPE FIRE	FIRE SPRINKLER INSPECTION - NC	200.00
95047	05/12/2015	00003	ESCROW REFUND	ESCROW REL WILLIAM CO 954 BARTELMY	2,526.85
95048	05/12/2015	05512	FORECAST PUBLIC ART	CONSULTING SRVS JOY PARK	1,750.00
95049	05/12/2015	05526	GO SOLAR, INC.	INSTRUCTION FOR DAY CAMP K-4	375.00
95050	05/12/2015	05522	GREEN MILL CATERING	REIMB FOR LIQUOR TAKEN FROM MCC	514.35

G1, Attachments

95051	05/12/2015	05476	JESSICA HUANG	SRVS FOR ART GRANT ASSISTANCE	969.00
95052	05/12/2015	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#34	4,344.07
95053	05/12/2015	03218	KLINE NISSAN	DENIED CVR - JACK STUBBS	1,288.28
	05/12/2015	03218	KLINE NISSAN	DENIED CVR - HORN	332.75
95054	05/12/2015	05524	KRECH, OBRIEN, MUELLER & ASSOC	ENG MCC AQUATIC CENTER LIGHTING	755.00
95055	05/12/2015	00857	LEAGUE OF MINNESOTA CITIES	SUBSCRIPTION ONLINE TRAINING (2)	141.66
95056	05/12/2015	00867	LILLIE SUBURBAN NEWSPAPERS	AD FOR CITY AUCTION	1,500.00
	05/12/2015	00867	LILLIE SUBURBAN NEWSPAPERS	DAY CAMP AD	75.00
95057	05/12/2015	01042	MN ELEVATOR INC	ELEVATOR REPAIRS	2,706.44
	05/12/2015	01042	MN ELEVATOR INC	ELEVATOR REPAIRS	1,653.99
95058	05/12/2015	05208	ANN NELSON	PARAMEDIC TRANSITION COURSE	250.00
95059	05/12/2015	05350	MARK NILES NEWSTROM	BIRD BANDING PRESENTATION MAY 2	150.00
95060	05/12/2015	05356	NORTH SUBURBAN ACCESS CORP	VIDEOGRAPHER SRVS - MARCH	961.40
95061	05/12/2015	00001	ONE TIME VENDOR	REFUND D CASTILLO TRANS MEDIC	1,758.16
95062	05/12/2015	00001	ONE TIME VENDOR	REFUND L BARTHOL HP BENEFIT	20.00
95063	05/12/2015	05153	PENGUIN MANAGEMENT, INC.	VOICE NOTIFICATION 5/1/15 - 10/31/15	774.00
95064	05/12/2015	00396	MN DEPT OF PUBLIC SAFETY	SRVS (CJDN) PROVIDED TO PD-1ST QTR	1,920.00
95065	05/12/2015	03446	RICK JOHNSON DEER & BEAVER INC	DEER PICK UP - APRIL	575.00
95066	05/12/2015	02001	CITY OF ROSEVILLE	PHONE SERVICE - APRIL	2,757.70
95067	05/12/2015	05515	LEAH SPIELMAN	COMMUNICATION CONSULTANT-APRIL	650.00
95068	05/12/2015	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	2,138.05
95069	05/12/2015	01836	ST PAUL, CITY OF	OUTSIDE RANGE NOISE MITIGATION -	10,000.00
95070	05/12/2015	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - APRIL	4,679.60
95071	05/12/2015	05320	SUN BADGE CO	CHIEF BADGES	8,395.55
95072	05/12/2015	01565	SWEEPER SERVICES	PARTS FOR SWEEPER #714	273.00
95073	05/12/2015	00013	TREE REBATE	REFUND J VARRO - TREE REBATE	39.96
95074	05/12/2015	01649	TRI-STATE BOBCAT, INC.	RENTAL OF STUMP GRINDER	550.00
95075	05/12/2015	05382	TURNING POINT CONSULTING GROUP	MARKETING FOR CITY 4/20 - 5/01	2,000.00
95076	05/12/2015	02464	US BANK	PAYING AGENT FEES	450.00
	05/12/2015	02464	US BANK	PAYING AGENT FEES	450.00
	05/12/2015	02464	US BANK	PAYING AGENT FEES	225.00
95077	05/12/2015	05471	US FOODS	MDSE FOR RESALE	683.72
	05/12/2015	05471	US FOODS	MDSE FOR RESALE	365.33
95078	05/12/2015	05525	USDA, APHIS, GENERAL	DEER REMOVAL THRU 3/31/15	12,171.93
	05/12/2015	05525	USDA, APHIS, GENERAL	DEER REMOVAL THRU 12/31/14	660.83
95079	05/12/2015	00063	VERIZON WIRELESS	MONTHLY PMT 03/17 - 04/16	10,000.59
95080	05/12/2015	05387	ZONES, INC.	HARDWARE PACK	23.20
95081	05/12/2015	05491	ZUERCHER TECHNOLOGIES, LLC	3RD MILESTONE PMT	23,532.40

214,294.62

63 Checks in this report.

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

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
5/4/2015	MN State Treasurer	Drivers License/Deputy Registrar	121,619.97
5/5/2015	MN State Treasurer	Drivers License/Deputy Registrar	34,372.89
5/6/2015	MN State Treasurer	Drivers License/Deputy Registrar	30,780.50
5/6/2015	Delta Dental	Dental Premium	1,381.90
5/7/2015	MN State Treasurer	Drivers License/Deputy Registrar	65,894.26
5/8/2015	MN State Treasurer	Drivers License/Deputy Registrar	59,851.07
5/8/2015	US Bank VISA One Card*	Purchasing card items	49,592.17
5/8/2015	Optum Health	DCRP & Flex plan payments	609.28
5/8/2015	ICMA (Vantagepointe)	Deferred Compensation	4,057.00
5/8/2015	Voya - State Plan	Deferred Compensation	30,434.00
5/8/2015	MN Dept of Natural Resources	DNR electronic licenses	2,723.00
			401,316.04

\*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
04/22/2015	04/23/2015	UNIFORMS UNLIMITED INC.	\$34.50	PAUL BARTZ
04/17/2015	04/20/2015	PAPER PLUS	\$316.21	REGAN BEGGS
04/17/2015	04/20/2015	PAPER PLUS	\$642.00	REGAN BEGGS
04/17/2015	04/20/2015	PAPER PLUS	\$211.61	REGAN BEGGS
04/17/2015	04/20/2015	PAPER PLUS	\$422.41	REGAN BEGGS
04/17/2015	04/20/2015	PAPER PLUS	\$5.35	REGAN BEGGS
04/23/2015	04/27/2015	MINNESOTA BOOKSTORE	\$30.08	REGAN BEGGS
04/23/2015	04/27/2015	ST PAUL STAMP WORKS INC	\$27.40	REGAN BEGGS
04/24/2015	04/27/2015	OFFICE DEPOT #1090	\$43.39	REGAN BEGGS
04/25/2015	04/27/2015	OFFICE DEPOT #1090	\$7.99	REGAN BEGGS
04/28/2015	04/29/2015	PITNEYBOWES ONLINEBILL	\$150.00	REGAN BEGGS
04/26/2015	04/28/2015	SPORTS AUTHORI00007013	\$42.84	MARKESE BENJAMIN
04/28/2015	04/29/2015	MOBILEFUN	\$40.98	CHAD BERGO
04/30/2015	05/01/2015	INFO@ANNEXPRODUCTS.COM	\$44.90	CHAD BERGO
04/30/2015	05/01/2015	ADORAMA INC	\$30.70	CHAD BERGO
05/01/2015	05/01/2015	OLLOCLIP LLC	\$91.99	CHAD BERGO
04/16/2015	04/20/2015	BROWNELLS INC	\$187.80	BRIAN BIERDEMAN
04/28/2015	04/29/2015	TASER INTERNATIONAL	\$4,285.11	BRIAN BIERDEMAN
04/29/2015	04/29/2015	CHEAPER THAN DIRT	\$128.14	BRIAN BIERDEMAN
04/17/2015	04/20/2015	USPS 26833800033400730	\$36.38	OAKLEY BIESANZ
04/17/2015	04/20/2015	WALGREENS #3122	\$32.12	OAKLEY BIESANZ
04/21/2015	04/22/2015	THE WEBSTAUANT STORE	\$82.17	OAKLEY BIESANZ
04/17/2015	04/20/2015	PARTY CITY #768	\$11.72	NEIL BRENEMAN
04/22/2015	04/24/2015	DEARYS GYMNASTIC SUPPLY I	\$838.00	NEIL BRENEMAN
04/16/2015	04/20/2015	TRI-STATE BOBCAT	\$154.45	TROY BRINK
04/27/2015	04/29/2015	SAFETY SMART GEAR	\$48.60	NATHAN BURLINGAME
04/20/2015	04/22/2015	OFFICE MAX	\$21.41	DANIEL BUSACK
04/23/2015	04/27/2015	SUAREZ INTERNATIONAL USA	\$27.50	DANIEL BUSACK
04/25/2015	04/27/2015	NAPA STORE 3279016	\$45.99	JOHN CAPISTRANT
04/20/2015	04/21/2015	STATE SUPPLY	\$1,094.21	SCOTT CHRISTENSON
04/20/2015	04/22/2015	THE HOME DEPOT 2801	(\$20.12)	SCOTT CHRISTENSON
04/20/2015	04/22/2015	THE HOME DEPOT 2801	\$118.34	SCOTT CHRISTENSON
04/20/2015	04/22/2015	THE HOME DEPOT 2801	\$29.94	SCOTT CHRISTENSON
04/21/2015	04/23/2015	THE HOME DEPOT 2801	(\$101.67)	SCOTT CHRISTENSON
04/21/2015	04/23/2015	FOREST PRODUCTS SUPPLY	\$40.00	SCOTT CHRISTENSON
04/23/2015	04/27/2015	THE HOME DEPOT 2801	\$4.34	SCOTT CHRISTENSON
04/27/2015	04/28/2015	HENRIKSEN ACE HARDWARE	\$4.98	SCOTT CHRISTENSON
04/27/2015	04/28/2015	MINNESOTA AIR OAKDALE	\$360.20	SCOTT CHRISTENSON
04/27/2015	04/29/2015	THE HOME DEPOT 2801	\$99.91	SCOTT CHRISTENSON
04/28/2015	04/28/2015	KELE, INC	\$446.40	SCOTT CHRISTENSON
04/21/2015	04/22/2015	TARGET 00011858	\$8.88	MELINDA COLEMAN
04/23/2015	04/24/2015	CULVER'S OF EAGAN	\$19.89	KERRY CROTTY
04/25/2015	04/27/2015	APPLEBEES EAGA19219195	\$37.67	KERRY CROTTY
04/23/2015	04/27/2015	DALCO ENTERPRISES, INC	\$129.04	CHARLES DEAVER
04/30/2015	05/01/2015	STATE SUPPLY	\$122.09	CHARLES DEAVER
04/24/2015	04/27/2015	TRI-STATE BOBCAT	\$65.79	THOMAS DEBILZAN
04/23/2015	04/24/2015	THE TRANE COMPANY	\$410.00	TOM DOUGLASS
04/23/2015	04/24/2015	MUSKA ELECTRIC CO.	\$709.00	TOM DOUGLASS
04/24/2015	04/27/2015	CINTAS 470	\$137.44	TOM DOUGLASS
04/27/2015	04/28/2015	FASTENAL COMPANY01	\$162.14	TOM DOUGLASS
04/30/2015	05/01/2015	VESSCO, INC.	\$343.59	TOM DOUGLASS
04/30/2015	05/01/2015	MILLS FLEET FARM 2700	\$49.99	JOHN DUCHARME
04/21/2015	04/22/2015	CRYE PRECISION LLC	\$416.02	MICHAEL DUGAS
04/29/2015	04/30/2015	FEDEX 850126582267	\$5.35	MICHAEL DUGAS
04/30/2015	05/01/2015	FEDEX 780573483849	\$10.20	MICHAEL DUGAS

04/16/2015	04/20/2015	OFFICE DEPOT #1090	\$87.46	CHRISTINE EVANS
04/17/2015	04/20/2015	OFFICE DEPOT #5910	\$3.49	CHRISTINE EVANS
04/17/2015	04/20/2015	OFFICE DEPOT #1090	\$72.67	CHRISTINE EVANS
04/17/2015	04/20/2015	OFFICE DEPOT #1090	\$26.29	CHRISTINE EVANS
04/20/2015	04/20/2015	COMCAST CABLE COMM	\$83.88	CHRISTINE EVANS
04/20/2015	04/22/2015	OFFICE DEPOT #1090	\$36.79	CHRISTINE EVANS
04/17/2015	04/20/2015	MGM LIQUOR WAREHOUSE	\$4.99	SHANN FINWALL
04/18/2015	04/20/2015	CVS/PHARMACY #01751	\$4.78	SHANN FINWALL
04/18/2015	04/20/2015	CARIBOU COFFEE CO #1152	\$25.69	SHANN FINWALL
04/18/2015	04/20/2015	LITTLE CAESARS 1456 0006	\$42.85	SHANN FINWALL
04/18/2015	04/20/2015	DOROTHY ANN BAKERY & CAFE	\$29.36	SHANN FINWALL
04/21/2015	04/22/2015	TARGET 00011858	\$30.03	SHANN FINWALL
04/17/2015	04/20/2015	IDU*INSIGHT PUBLIC SEC	\$885.24	MYCHAL FOWLDS
04/18/2015	04/20/2015	BEST BUY MHT 00003293	\$42.90	MYCHAL FOWLDS
04/19/2015	04/20/2015	AT SCENE LLC	\$675.00	MYCHAL FOWLDS
04/20/2015	04/23/2015	THE UPS STORE 2171	\$42.14	MYCHAL FOWLDS
04/21/2015	04/21/2015	COMCAST CABLE COMM	\$68.95	MYCHAL FOWLDS
04/18/2015	04/20/2015	AMAZON MKTPLACE PMTS	\$34.49	NICK FRANZEN
04/22/2015	04/23/2015	IDU*INSIGHT PUBLIC SEC	\$744.19	NICK FRANZEN
04/23/2015	04/24/2015	BEST BUY MHT 00000109	\$177.81	NICK FRANZEN
04/23/2015	04/24/2015	IDU*INSIGHT PUBLIC SEC	\$592.26	NICK FRANZEN
04/30/2015	05/01/2015	UNIFORMS UNLIMITED INC.	\$74.99	ANTHONY GABRIEL
04/22/2015	04/23/2015	MENARDS OAKDALE	\$168.41	CAROLE GERNES
04/18/2015	04/20/2015	CUB FOODS #1599	\$35.55	JAN GREW HAYMAN
04/20/2015	04/21/2015	CHKMATE*INSTANTCHECKMATE	\$22.86	KAREN HAAG
04/30/2015	05/01/2015	VIKING INDUSTRIAL CENTER	\$423.38	MARK HAAG
04/27/2015	04/28/2015	HENRIKSEN ACE HARDWARE	\$22.99	TAMARA HAYS
04/17/2015	04/20/2015	KEEPRS INC 2	\$34.99	STEVEN HIEBERT
04/17/2015	04/20/2015	TESSMAN COMPANY SAINT	\$951.62	GARY HINNENKAMP
04/20/2015	04/21/2015	HENRIKSEN ACE HARDWARE	\$30.76	GARY HINNENKAMP
04/21/2015	04/22/2015	WW GRAINGER	\$21.25	GARY HINNENKAMP
04/21/2015	04/22/2015	WW GRAINGER	\$247.95	GARY HINNENKAMP
04/22/2015	04/23/2015	HENRIKSEN ACE HARDWARE	\$55.74	GARY HINNENKAMP
04/24/2015	04/27/2015	HENRIKSEN ACE HARDWARE	\$22.65	GARY HINNENKAMP
04/29/2015	04/30/2015	JOHN DEERE LANDSCAPES530	\$399.13	GARY HINNENKAMP
04/23/2015	04/24/2015	THE UPS STORE 2171	\$25.87	TIMOTHY HOFMEISTER
04/23/2015	04/27/2015	A-1 LAUNDRY	\$31.07	TIMOTHY HOFMEISTER
04/16/2015	04/20/2015	BROADWAY RENTAL	\$1,125.03	RON HORWATH
04/23/2015	04/23/2015	COMCAST CABLE COMM	\$325.89	RON HORWATH
04/24/2015	04/27/2015	A-1 LAUNDRY	\$29.75	RON HORWATH
04/17/2015	04/20/2015	DNR GIFT SHOP	\$161.70	ANN HUTCHINSON
04/17/2015	04/20/2015	MINNESOTAS BOOKSTORE	\$121.33	ANN HUTCHINSON
04/16/2015	04/20/2015	THE UPS STORE 2171	\$16.62	AMANDA JASKOWIAK
04/30/2015	05/01/2015	HENRIKSEN ACE HARDWARE	\$8.02	AMANDA JASKOWIAK
04/21/2015	04/22/2015	ST CLOUD PARKING SYSTEM	\$2.00	KEVIN JOHNSON
04/27/2015	04/28/2015	HENRIKSEN ACE HARDWARE	\$2.99	KEVIN JOHNSON
04/27/2015	04/28/2015	MILLS FLEET FARM #2,700	\$65.30	KEVIN JOHNSON
04/27/2015	04/29/2015	NAPA STORE 3279016	\$4.27	KEVIN JOHNSON
04/16/2015	04/20/2015	OFFICE DEPOT #1090	\$154.93	LOIS KNUTSON
04/22/2015	04/23/2015	PIONEER PRESS SUBSCRIPTI	\$42.25	LOIS KNUTSON
04/22/2015	04/23/2015	PIONEER PRESS SUBSCRIPTI	\$48.03	LOIS KNUTSON
04/23/2015	04/24/2015	FIRST SHRED	\$94.60	LOIS KNUTSON
04/27/2015	04/29/2015	BAMBU ASIAN CUISINE	\$82.94	LOIS KNUTSON
04/28/2015	04/29/2015	SUCCESS MEDIA	\$49.99	DUWAYNE KONEWKO
04/17/2015	04/20/2015	CDW GOVERNMENT	\$341.76	JASON KREGER
04/17/2015	04/20/2015	WWW.NEWEGG.COM	\$77.26	JASON KREGER

04/17/2015	04/20/2015	WWW.NEWEGG.COM	\$351.78	JASON KREGER
04/27/2015	04/29/2015	MAGNUM ELECTRONICS	\$224.74	JASON KREGER
04/29/2015	04/30/2015	CDW GOVERNMENT	\$301.85	JASON KREGER
04/29/2015	05/01/2015	MAGNUM ELECTRONICS	\$257.74	JASON KREGER
04/30/2015	05/01/2015	WWW.NEWEGG.COM	\$34.98	JASON KREGER
04/20/2015	04/21/2015	BEST BUY MHT 00000109	\$36.40	NICHOLAS KREKELER
04/21/2015	04/22/2015	BATTERIES PLUS #31	\$15.12	NICHOLAS KREKELER
04/21/2015	04/23/2015	THE UPS STORE 2171	\$8.63	NICHOLAS KREKELER
04/22/2015	04/23/2015	BATTERIES PLUS #31	\$140.00	NICHOLAS KREKELER
04/28/2015	04/29/2015	HENRIKSEN ACE HARDWARE	\$32.04	NICHOLAS KREKELER
04/20/2015	04/22/2015	MCS DUGOUT	\$11.70	DAVID KVAM
04/21/2015	04/22/2015	GREEN MILL - ST CLOUD	\$8.55	DAVID KVAM
04/21/2015	04/22/2015	UNIFORMS UNLIMITED INC.	\$85.95	DAVID KVAM
04/22/2015	04/23/2015	GREEN MILL - ST CLOUD	\$8.30	DAVID KVAM
04/22/2015	04/24/2015	BEST WESTERN HOTELS - ST.	\$300.03	DAVID KVAM
04/23/2015	04/24/2015	GREEN MILL - ST CLOUD	\$8.30	DAVID KVAM
04/24/2015	04/27/2015	UNIFORMS UNLIMITED INC.	(\$55.50)	DAVID KVAM
04/20/2015	04/21/2015	REPUBLIC SERVICES TRASH	\$160.28	STEVE LUKIN
04/22/2015	04/23/2015	PEN*FDIC/FIRE ENGINEER	\$80.00	STEVE LUKIN
04/24/2015	04/27/2015	PP*INNOVATIVEP	\$100.00	STEVE LUKIN
04/24/2015	04/27/2015	FROGGYS FOG LLC	\$217.80	STEVE LUKIN
04/26/2015	04/27/2015	MARRIOTT INDY 2551	\$1,053.00	STEVE LUKIN
04/27/2015	04/28/2015	EMERGENCY AUTOMOTIVE	\$6.00	STEVE LUKIN
04/27/2015	04/29/2015	ASPEN MILLS INC.	\$148.55	STEVE LUKIN
04/29/2015	04/30/2015	KIDDE FIRE TRAINERS CITY	\$390.49	STEVE LUKIN
04/27/2015	04/28/2015	UNIFORMS UNLIMITED INC.	\$54.54	JASON MARINO
04/16/2015	04/20/2015	KEEPRS INC 2	\$385.30	BRIAN MICHELETTI
04/16/2015	04/20/2015	BOUND TREE MEDICAL LLC	\$2,564.70	MICHAEL MONDOR
04/17/2015	04/20/2015	BOUND TREE MEDICAL LLC	\$54.60	MICHAEL MONDOR
04/17/2015	04/20/2015	BOUND TREE MEDICAL LLC	\$97.92	MICHAEL MONDOR
04/20/2015	04/22/2015	PRIMARY PRODUCTS COMPA	\$129.49	MICHAEL MONDOR
04/22/2015	04/24/2015	DOWNTOWNER CAR WASH	\$43.04	MICHAEL MONDOR
04/22/2015	04/24/2015	BOUND TREE MEDICAL LLC	\$42.70	MICHAEL MONDOR
04/28/2015	04/28/2015	ULINE *SHIP SUPPLIES	\$49.00	MICHAEL MONDOR
04/21/2015	04/23/2015	VERIZON WRLS N7845-01	\$337.41	BRYAN NAGEL
04/22/2015	04/23/2015	U OF M CCE NONCREDIT	\$1,250.00	BRYAN NAGEL
04/24/2015	04/27/2015	CEMSTONE-CR	\$700.00	BRYAN NAGEL
04/23/2015	04/24/2015	MENARDS MAPLEWOOD	\$98.00	JOHN NAUGHTON
04/23/2015	04/24/2015	HEJNY RENTAL INC	\$142.78	JOHN NAUGHTON
04/28/2015	04/29/2015	HENRIKSEN ACE HARDWARE	\$52.97	JOHN NAUGHTON
04/16/2015	04/20/2015	DSW	\$59.95	MICHAEL NYE
04/17/2015	04/20/2015	AMAZON MKTPLACE PMTS	\$81.73	MICHAEL NYE
04/20/2015	04/21/2015	UNIFORMS UNLIMITED INC.	\$53.94	MICHAEL NYE
04/21/2015	04/22/2015	AMAZON MKTPLACE PMTS	\$49.98	MICHAEL NYE
04/22/2015	04/22/2015	AMAZON MKTPLACE PMTS	\$94.95	MICHAEL NYE
04/22/2015	04/24/2015	DSW	(\$59.95)	MICHAEL NYE
04/23/2015	04/24/2015	UNIFORMS UNLIMITED INC.	\$219.56	MICHAEL NYE
04/23/2015	04/24/2015	AMAZON MKTPLACE PMTS	\$124.80	MICHAEL NYE
04/24/2015	04/27/2015	APPLE STORE #R022	\$40.70	MICHAEL NYE
04/30/2015	05/01/2015	UNIFORMS UNLIMITED INC.	\$116.98	MICHAEL NYE
04/22/2015	04/24/2015	OFFICE DEPOT #1090	\$54.60	MARY KAY PALANK
04/28/2015	04/29/2015	RAINBOW #7300	\$7.29	ROBERT PETERSON
04/16/2015	04/20/2015	AN FORD WHITE BEAR LAK	\$19.58	STEVEN PRIEM
04/16/2015	04/20/2015	METRO PRODUCTS INC	\$68.91	STEVEN PRIEM
04/17/2015	04/20/2015	TOWMASTER	\$49.94	STEVEN PRIEM
04/17/2015	04/20/2015	TOWMASTER	\$11.30	STEVEN PRIEM

04/17/2015	04/20/2015	TOWMASTER	\$1,016.00	STEVEN PRIEM
04/17/2015	04/20/2015	TOWMASTER	\$1,200.00	STEVEN PRIEM
04/20/2015	04/21/2015	FACTORY MTR PTS #1	\$121.40	STEVEN PRIEM
04/20/2015	04/21/2015	AUTO PLUS LITTLE CANADA	\$391.08	STEVEN PRIEM
04/20/2015	04/21/2015	BAUER BUILT TIRE 18	\$647.88	STEVEN PRIEM
04/20/2015	04/21/2015	POLAR CHEVROLET MAZDA	\$84.41	STEVEN PRIEM
04/20/2015	04/22/2015	UNLIMITED SUPPLIES	\$145.02	STEVEN PRIEM
04/21/2015	04/22/2015	FACTORY MTR PTS #1	(\$111.85)	STEVEN PRIEM
04/22/2015	04/23/2015	POMP'S TIRE #021	\$445.08	STEVEN PRIEM
04/22/2015	04/23/2015	FASTENAL COMPANY01	\$14.24	STEVEN PRIEM
04/22/2015	04/23/2015	EMERGENCY AUTOMOTIVE	\$359.36	STEVEN PRIEM
04/22/2015	04/24/2015	WHEELCO BRAKE &SUPPLY	\$15.52	STEVEN PRIEM
04/23/2015	04/24/2015	POMP'S TIRE #021	\$748.44	STEVEN PRIEM
04/23/2015	04/24/2015	AN FORD WHITE BEAR LAK	\$120.31	STEVEN PRIEM
04/23/2015	04/27/2015	GOODIN COMPANY	(\$4.77)	STEVEN PRIEM
04/23/2015	04/27/2015	TURFWERKS EAGAN	\$103.48	STEVEN PRIEM
04/24/2015	04/27/2015	POMP'S TIRE #021	\$631.78	STEVEN PRIEM
04/25/2015	04/27/2015	GOODYEAR AUTO SRV CT 6920	\$52.00	STEVEN PRIEM
04/27/2015	04/28/2015	EMERGENCY AUTOMOTIVE	\$67.20	STEVEN PRIEM
04/27/2015	04/28/2015	IN *MIDWEST LIFT WORKS	\$345.00	STEVEN PRIEM
04/28/2015	04/29/2015	AN FORD WHITE BEAR LAK	(\$30.00)	STEVEN PRIEM
04/28/2015	04/29/2015	AUTO PLUS LITTLE CANADA	\$82.75	STEVEN PRIEM
04/28/2015	04/29/2015	AN FORD WHITE BEAR LAK	\$186.90	STEVEN PRIEM
04/29/2015	04/30/2015	AUTO PLUS LITTLE CANADA	\$70.51	STEVEN PRIEM
04/29/2015	04/30/2015	AUTO PLUS LITTLE CANADA	\$141.62	STEVEN PRIEM
04/29/2015	04/30/2015	AN FORD WHITE BEAR LAK	\$21.90	STEVEN PRIEM
04/30/2015	05/01/2015	RMS-CORPORATE	\$130.04	STEVEN PRIEM
04/30/2015	05/01/2015	AUTO PLUS LITTLE CANADA	\$233.85	STEVEN PRIEM
04/30/2015	05/01/2015	BARNETT CHRYJEEPkia	\$122.88	STEVEN PRIEM
04/30/2015	05/01/2015	AN FORD WHITE BEAR LAK	\$186.26	STEVEN PRIEM
04/20/2015	04/22/2015	THE HOME DEPOT 2801	\$249.61	KELLY PRINS
04/21/2015	04/22/2015	WW GRAINGER	\$56.76	KELLY PRINS
04/24/2015	04/27/2015	THE HOME DEPOT 2801	\$34.98	KELLY PRINS
04/29/2015	05/01/2015	THE HOME DEPOT 2801	\$153.39	KELLY PRINS
04/21/2015	04/22/2015	DALCO ENTERPRISES, INC	\$539.28	MICHAEL REILLY
04/21/2015	04/22/2015	HILLYARD INC MINNEAPOLIS	\$851.88	MICHAEL REILLY
04/28/2015	04/29/2015	HILLYARD INC MINNEAPOLIS	\$620.28	MICHAEL REILLY
04/30/2015	05/01/2015	HILLYARD INC MINNEAPOLIS	\$68.91	MICHAEL REILLY
04/22/2015	04/23/2015	CVS/PHARMACY #01751	\$167.85	LORI RESENDIZ
04/22/2015	04/23/2015	FULLCOMPASS	\$124.12	LORI RESENDIZ
04/28/2015	04/29/2015	POLAR ELECTRO	\$299.60	LORI RESENDIZ
04/28/2015	04/29/2015	POLAR ELECTRO	\$12.03	LORI RESENDIZ
04/29/2015	05/01/2015	APPOINTMENT-PLUS/STORMSOU	\$39.00	LORI RESENDIZ
04/23/2015	04/24/2015	TACTICAL-STORE.COM	\$72.27	BRADLEY REZNY
04/27/2015	04/28/2015	TACTICAL-STORE.COM	(\$33.99)	BRADLEY REZNY
04/30/2015	05/01/2015	TACTICAL-STORE.COM	\$33.99	BRADLEY REZNY
04/30/2015	05/01/2015	PARTY CITY #768	\$142.64	AUDRA ROBBINS
04/17/2015	04/20/2015	THE HOME DEPOT 2801	\$11.97	ROBERT RUNNING
04/22/2015	04/23/2015	LILLIE SUBURBAN NEWSPAPER	\$54.00	DEB SCHMIDT
04/20/2015	04/21/2015	BEST WESTERN HOTELS - ST.	\$100.01	PAUL SCHNELL
04/21/2015	04/23/2015	HOLIDAY STNSTORE 3776	\$31.57	PAUL SCHNELL
04/22/2015	04/23/2015	IN *ENCOMPASS TELEMATICS,	\$598.00	PAUL SCHNELL
04/25/2015	04/27/2015	MICHAELS STORES 9841	\$69.61	PAUL SCHNELL
04/21/2015	04/23/2015	VERIZON WRLS N7845-01	(\$20.08)	SCOTT SCHULTZ
04/21/2015	04/23/2015	VERIZON WRLS N7845-01	\$337.41	SCOTT SCHULTZ
04/24/2015	04/27/2015	ON SITE SANITATION INC	\$949.41	SCOTT SCHULTZ

04/28/2015	04/30/2015	USA MOBILITY WIRELE	\$16.11	SCOTT SCHULTZ
04/18/2015	04/20/2015	DOLRTREE 4713 00047134	\$10.76	CAITLIN SHERRILL
04/27/2015	04/29/2015	ACE OF SALES	\$20.00	CAITLIN SHERRILL
04/30/2015	05/01/2015	CUB FOODS #1599	\$11.98	CAITLIN SHERRILL
04/20/2015	04/21/2015	MINNESOTACO	\$150.68	MICHAEL SHORTREED
04/29/2015	05/01/2015	VERIZON WRLS N7845-01	\$297.25	MICHAEL SHORTREED
04/27/2015	04/28/2015	FINANCE AND COMMERCE INC	\$612.82	ANDREA SINDT
04/23/2015	04/24/2015	MIKES LP GAS INC	\$15.80	RONALD SVENDSEN
04/16/2015	04/20/2015	CARIBOU COFFEE CO # 155	\$25.69	JAMES TAYLOR
04/24/2015	04/27/2015	CUB FOODS #1599	\$63.72	JAMES TAYLOR
04/25/2015	04/27/2015	CARIBOU COFFEE CO # 155	\$25.58	JAMES TAYLOR
04/30/2015	05/01/2015	CVS/PHARMACY #01751	\$16.05	PAUL THIENES
04/23/2015	04/24/2015	FEDEXOFFICE 00006171	\$50.56	KAREN WACHAL
04/17/2015	04/20/2015	TOM S TAILORS	\$45.00	JAY WENZEL
04/17/2015	04/20/2015	BLACK BEAR HOTEL	\$211.62	TAMMY WYLIE
04/17/2015	04/20/2015	BLACK BEAR HOTEL	\$211.62	TAMMY WYLIE
04/22/2015	04/22/2015	ULINE *SHIP SUPPLIES	\$132.48	TAMMY WYLIE
04/22/2015	04/23/2015	PEAVEY CORP.	\$37.60	TAMMY WYLIE
04/22/2015	04/23/2015	ACT*MN OFFICE OF JUSTI	\$300.00	TAMMY WYLIE
04/22/2015	04/23/2015	UNIVERSITY OF LOUISVILLE	\$550.00	TAMMY WYLIE
04/25/2015	04/27/2015	CRAGUNS LODGE AND GOLF RE	\$125.00	TAMMY WYLIE
04/25/2015	04/27/2015	CRAGUNS LODGE AND GOLF RE	\$125.00	TAMMY WYLIE
04/27/2015	04/29/2015	GRAND VIEW LODGE TENNIS	\$331.32	TAMMY WYLIE
05/01/2015	05/01/2015	ULINE *SHIP SUPPLIES	\$59.05	TAMMY WYLIE
04/21/2015	04/22/2015	DALCO ENTERPRISES, INC	\$336.58	SUSAN ZWIEG
04/28/2015	04/29/2015	WM SUPERCENTER #5976	\$3.18	SUSAN ZWIEG

\$49,592.17

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

05/15/2015

<b>Check</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	
95082	05/12/2015	01337	RAMSEY COUNTY-PROP REC & REV	1ST HALF POPERTY TAXES 2100 WBA	1,185.00
95083	05/19/2015	05324	CHRISTIE BERNARDY	RETAINER FEE/ADD'L WORK - APRIL	1,750.00
95084	05/19/2015	05215	CORESTRONG FITNESS LLC	SOCCER INSTRUCTION - SPRING	1,050.00
95085	05/19/2015	00353	CURTIS 1000, INC. - MINNESOTA	TICKET REMITTANCE ENVELOPES	699.20
95086	05/19/2015	05028	ENERGY ALTERNATIVES SOLAR, LLC	CITY HALL SOLAR SYSTEM LEASE-MAY	397.00
	05/19/2015	05028	ENERGY ALTERNATIVES SOLAR, LLC	MCC SOLAR SYSTEM LEASE - MAY	369.00
95087	05/19/2015	05353	MANSFIELD OIL CO	CONTRACT GASOLINE - MAY	10,942.62
	05/19/2015	05353	MANSFIELD OIL CO	CONTRACT DIESEL - MAY	7,852.12
95088	05/19/2015	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD LIVING & POSTAGE-MAY	10,452.37
95089	05/19/2015	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICES - APRIL	30,453.91
	05/19/2015	01337	RAMSEY COUNTY-PROP REC & REV	CAD SERVICES - APRIL	5,824.07
	05/19/2015	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - APRIL	458.64
	05/19/2015	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - APRIL	427.44
95090	05/19/2015	01546	SUBURBAN SPORTSWEAR	SHIRTS FOR SPRING SOCCER	840.25
95091	05/19/2015	04845	TENNIS SANITATION LLC	RECYCLING FEE - APRIL	38,939.25
95092	05/19/2015	04192	TRANS-MEDIC	EMS BILLING - APRIL	3,735.00
95093	05/15/2015	00001	ONE TIME VENDOR	M STICKLER PAYROLL CLOSED DD ACCT	33.44
95094	05/19/2015	03486	BUBERL BLACK DIRT INC	BLACK DIRT FOR SOD RESTORATION	84.00
95095	05/19/2015	05369	CINTAS CORPORATION #470	ULTRA CLEAN SERVICE - CITY HALL	311.90
95096	05/19/2015	03645	CUMMINS NPOWER LLC	MAINT REPAIRS EM GENERATORS - MCC	2,281.44
	05/19/2015	03645	CUMMINS NPOWER LLC	MAINT REPAIRS EM GENERATORS - CH	1,773.75
95097	05/19/2015	05203	DANCE & ENTERTAINMENT, LLC	BALLROOM DANCE INSTRUCTION	354.00
95098	05/19/2015	05527	DARKDAN'S WINDOW TINTING	GLASS TINTING STATION 1 WINDOWS	240.00
95099	05/19/2015	05316	DAYTRIPPERS DINNER THEATRE	SENIOR PLAY TRIP MAY 6	348.75
95100	05/19/2015	00550	GAMETIME	REPLACEMENT SLIDE WAKEFIELD PARK	5,008.82
95101	05/19/2015	02263	HILLCREST ANIMAL HOSPITAL PA	BOARDING & DESTRUCTION FEES-APRIL	515.58
95102	05/19/2015	05200	MN VOLLEYBALL HEADQUARTERS	VOLLEYBALL CLINIC INSTRUCTION	404.25
95103	05/19/2015	02150	NAMEBANK USA	DATABASE MGMT/MAPPING & MAILING	243.08
95104	05/19/2015	05503	NET TRANSCRIPTS, INC.	AUDIO TRANSCRIPTION	4,184.38
95105	05/19/2015	00001	ONE TIME VENDOR	REFUND JACK H. JUDY TRANS MEDIC	90.03
95106	05/19/2015	00001	ONE TIME VENDOR	REFUND A WULFF HP BENEFIT	20.00
95107	05/19/2015	00001	ONE TIME VENDOR	REFUND J RASMUSSEN BCBS BENEFIT	20.00
95108	05/19/2015	00001	ONE TIME VENDOR	REFUND T DAM MEDICA BENEFIT	20.00
95109	05/19/2015	00001	ONE TIME VENDOR	KLINE VOLVO - DUP PLATE	6.00
95110	05/19/2015	05338	REPUBLIC SERVICES #923	WASTE & RECYCLING SRVS - MAY	1,455.61
95111	05/19/2015	01387	DR. JAMES ROSSINI	ADMIN FEE FOR STRESS TEST - MAY	100.00
95112	05/19/2015	04130	SCHINDLER ELEVATOR CORP	QUARTERLY MAINT - 1902 PW 5/1 - 7/31	675.96
95113	05/19/2015	01836	ST PAUL, CITY OF	ASPHALT MIX - TA PLANT DOWN	1,756.01
	05/19/2015	01836	ST PAUL, CITY OF	RADIO MAINT & SRVS - MARCH	814.15
	05/19/2015	01836	ST PAUL, CITY OF	STREET LIGHT REPAIR BARTELMY-LYDIA	186.44
	05/19/2015	01836	ST PAUL, CITY OF	STREET LIGHT REPAIR BARTELMY-LYDIA	42.94
95114	05/19/2015	03869	JOSEPH STEINER	REIMB FOR MILEAGE 4/21	136.85
95115	05/19/2015	05342	TERRA GENERAL CONTRACTORS	PROJ 09-09 EMPSTC PMT#8	244,993.86
95116	05/19/2015	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-002	204.77
	05/19/2015	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-003	190.95
	05/19/2015	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-001	156.20
95117	05/19/2015	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - APRIL	325.00
95118	05/19/2015	05013	YALE MECHANICAL LLC	AHU#2 REPAIRS - MCC	2,932.00
				<b>385,286.03</b>	

37 Checks in this report.

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

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
5/11/2015	MN State Treasurer	Drivers License/Deputy Registrar	85,278.96
5/11/2015	U.S. Treasurer	Federal Payroll Tax	101,777.03
5/11/2015	P.E.R.A.	P.E.R.A.	99,617.61
5/12/2015	MN State Treasurer	Drivers License/Deputy Registrar	33,925.88
5/12/2015	MidAmerica	HRA Flex plan	14,000.10
5/12/2015	Labor Unions	Union Dues	2,208.98
5/12/2015	MN State Treasurer	State Payroll Tax	20,471.58
5/13/2015	MN State Treasurer	Drivers License/Deputy Registrar	44,899.12
5/13/2015	Delta Dental	Dental Premium	1,278.16
5/14/2015	MN State Treasurer	Drivers License/Deputy Registrar	117,217.48
5/15/2015	MN State Treasurer	Drivers License/Deputy Registrar	36,192.08
5/15/2015	MN Dept of Natural Resources	DNR electronic licenses	2,660.00
5/15/2015	VANCO	Billing fee	124.25
5/15/2015	Optum Health	DCRP & Flex plan payments	113.33
			559,764.56

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	05/08/15	ABRAMS, MARYLEE	430.99
	05/08/15	CARDINAL, ROBERT	430.99
	05/08/15	JUENEMANN, KATHLEEN	430.99
	05/08/15	KOPPEN, MARVIN	430.99
	05/08/15	SLAWIK, NORA	489.68
	05/08/15	COLEMAN, MELINDA	5,925.56
	05/08/15	FUNK, MICHAEL	5,079.30
	05/08/15	KNUTSON, LOIS	2,503.63
	05/08/15	CHRISTENSON, SCOTT	2,444.00
	05/08/15	JAHN, DAVID	1,978.22
	05/08/15	BURLINGAME, SARAH	2,380.50
	05/08/15	RAMEAUX, THERESE	3,283.59
	05/08/15	BAUMAN, GAYLE	5,892.33
	05/08/15	OSWALD, BRENDA	1,942.62
	05/08/15	ANDERSON, CAROLE	1,297.90
	05/08/15	DEBILZAN, JUDY	2,257.97
	05/08/15	RUEB, JOSEPH	3,180.20
	05/08/15	ARNOLD, AJLA	398.94
	05/08/15	BEGGS, REGAN	1,718.40
	05/08/15	HAAG, KAREN	4,860.99
	05/08/15	SCHMIDT, DEBORAH	3,221.40
	05/08/15	SPANGLER, EDNA	1,224.52
	05/08/15	CRAWFORD, LEIGH	1,888.37
	05/08/15	LARSON, MICHELLE	2,020.37
	05/08/15	MECHELKE, SHERRIE	1,212.22
	05/08/15	MOY, PAMELA	1,616.30
	05/08/15	OSTER, ANDREA	2,027.02
	05/08/15	RICHTER, CHARLENE	1,316.54
	05/08/15	VITT, SANDRA	1,101.82
	05/08/15	WEAVER, KRISTINE	2,507.40
	05/08/15	CORCORAN, THERESA	2,022.60
	05/08/15	KVAM, DAVID	4,478.68
	05/08/15	PALANK, MARY	2,027.02
	05/08/15	SCHNELL, PAUL	5,913.89
	05/08/15	SHORTREED, MICHAEL	4,379.47
	05/08/15	THOMFORDE, FAITH	1,751.58
	05/08/15	WYLIE, TAMMY	1,699.57
	05/08/15	ZAPPA, ANDREW	2,001.94
	05/08/15	ABEL, CLINT	3,064.41
	05/08/15	ALDRIDGE, MARK	3,395.79
	05/08/15	BAKKE, LONN	3,287.93
	05/08/15	BARTZ, PAUL	3,561.24
	05/08/15	BELDE, STANLEY	3,148.56

05/08/15	BENJAMIN, MARKESE	3,158.82
05/08/15	BIERDEMAN, BRIAN	3,844.54
05/08/15	BUSACK, DANIEL	4,392.62
05/08/15	CARNES, JOHN	2,839.02
05/08/15	CROTTY, KERRY	3,986.40
05/08/15	DEMULLING, JOSEPH	3,999.90
05/08/15	DUGAS, MICHAEL	3,945.04
05/08/15	ERICKSON, VIRGINIA	3,315.98
05/08/15	FISHER, CASSANDRA	1,626.64
05/08/15	FORSYTHE, MARCUS	3,077.46
05/08/15	FRITZE, DEREK	3,109.27
05/08/15	GABRIEL, ANTHONY	3,598.15
05/08/15	HAWKINSON JR, TIMOTHY	2,950.77
05/08/15	HER, PHENG	2,942.22
05/08/15	HIEBERT, STEVEN	3,148.56
05/08/15	HOEMKE, MICHAEL	2,280.97
05/08/15	HOFMEISTER, TIMOTHY	496.00
05/08/15	JASKOWIAK, AMANDA	480.00
05/08/15	JOHNSON, KEVIN	3,883.29
05/08/15	KONG, TOMMY	3,064.41
05/08/15	KREKELER, NICHOLAS	1,024.53
05/08/15	KROLL, BRETT	3,064.41
05/08/15	LANGNER, SCOTT	3,003.03
05/08/15	LANGNER, TODD	3,169.22
05/08/15	LYNCH, KATHERINE	3,109.27
05/08/15	MARINO, JASON	3,290.61
05/08/15	MCCARTY, GLEN	3,689.80
05/08/15	METRY, ALESIA	3,709.30
05/08/15	MICHELETTI, BRIAN	2,695.84
05/08/15	MULVIHILL, MARIA	2,280.97
05/08/15	NYE, MICHAEL	3,741.15
05/08/15	OLDING, PARKER	2,406.80
05/08/15	OLSON, JULIE	3,064.41
05/08/15	PARKER, JAMES	2,941.86
05/08/15	PETERSON, JARED	2,001.94
05/08/15	REZNY, BRADLEY	3,367.53
05/08/15	SCHOEN, ZACHARY	2,406.80
05/08/15	SLATER, BENJAMIN	2,699.47
05/08/15	STEINER, JOSEPH	3,862.02
05/08/15	SYPNIEWSKI, WILLIAM	3,003.03
05/08/15	TAUZELL, BRIAN	3,362.76
05/08/15	THEISEN, PAUL	3,231.82
05/08/15	THIENES, PAUL	3,673.18
05/08/15	VANG, PAM	2,001.94
05/08/15	WENZEL, JAY	3,135.29
05/08/15	XIONG, KAO	3,064.41
05/08/15	ANDERSON, BRIAN	242.33
05/08/15	BAHL, DAVID	328.64
05/08/15	BASSETT, BRENT	199.14
05/08/15	BAUMAN, ANDREW	2,774.09
05/08/15	BEITLER, NATHAN	296.71
05/08/15	BOURQUIN, RON	1,379.70
05/08/15	CAPISTRANT, JACOB	45.18
05/08/15	CAPISTRANT, JOHN	677.35

05/08/15	COREY, ROBERT	443.63
05/08/15	CRAWFORD - JR, RAYMOND	2,609.79
05/08/15	CRUMMY, CHARLES	282.06
05/08/15	DABRUZZI, THOMAS	2,882.50
05/08/15	DAWSON, RICHARD	3,408.84
05/08/15	EVERSON, PAUL	3,334.58
05/08/15	HAGEN, MICHAEL	905.56
05/08/15	HALE, JOSEPH	966.50
05/08/15	HALWEG, JODI	3,236.49
05/08/15	HAWTHORNE, ROCHELLE	2,759.84
05/08/15	HUTCHINSON, JAMES	481.72
05/08/15	IMM, TRACY	284.82
05/08/15	JANSEN, CHAD	507.01
05/08/15	JUREK, GREGORY	559.98
05/08/15	KANE, ROBERT	984.95
05/08/15	KARRAS, JAMIE	727.54
05/08/15	KERSKA, JOSEPH	114.95
05/08/15	KONDER, RONALD	984.61
05/08/15	KUBAT, ERIC	2,954.81
05/08/15	LINDER, TIMOTHY	2,908.91
05/08/15	LOCHEN, MICHAEL	550.33
05/08/15	MERKATORIS, BRETT	657.01
05/08/15	MILLER, LADD	988.04
05/08/15	MILLER, NICHOLAS	296.30
05/08/15	MONDOR, MICHAEL	3,806.21
05/08/15	MONSON, PETER	349.67
05/08/15	MORGAN, JEFFERY	39.36
05/08/15	NEILY, STEVEN	68.71
05/08/15	NIELSEN, KENNETH	549.61
05/08/15	NOVAK, JEROME	3,126.91
05/08/15	NOWICKI, PAUL	452.23
05/08/15	OLSON, JAMES	3,240.02
05/08/15	OPHEIM, JOHN	562.97
05/08/15	PACHECO, ALPHONSE	742.69
05/08/15	PARROW, JOSHUA	104.16
05/08/15	PETERSON, MARK	837.18
05/08/15	PETERSON, ROBERT	3,197.20
05/08/15	POWERS, KENNETH	591.03
05/08/15	RAINEY, JAMES	999.33
05/08/15	RANGEL, DERRICK	682.52
05/08/15	RANK, PAUL	931.53
05/08/15	RICE, CHRISTOPHER	792.34
05/08/15	RODDY, BRETT	311.99
05/08/15	RODRIGUEZ, ROBERTO	79.99
05/08/15	SEDLACEK, JEFFREY	2,989.19
05/08/15	STREFF, MICHAEL	2,942.74
05/08/15	SVENDSEN, RONALD	3,362.47
05/08/15	TROXEL, REID	845.16
05/08/15	GERVAIS-JR, CLARENCE	4,239.86
05/08/15	LUKIN, STEVEN	4,911.94
05/08/15	ZWIEG, SUSAN	1,214.46
05/08/15	CORTESI, LUANNE	2,020.37
05/08/15	SINDT, ANDREA	2,654.60
05/08/15	BRINK, TROY	2,655.81

05/08/15	BUCKLEY, BRENT	2,282.77
05/08/15	DEBILZAN, THOMAS	2,294.99
05/08/15	EDGE, DOUGLAS	2,792.16
05/08/15	JONES, DONALD	2,302.49
05/08/15	MEISSNER, BRENT	2,238.77
05/08/15	NAGEL, BRYAN	3,803.10
05/08/15	OSWALD, ERICK	2,424.52
05/08/15	RUIZ, RICARDO	1,902.67
05/08/15	RUNNING, ROBERT	2,505.17
05/08/15	TEVLIN, TODD	2,350.27
05/08/15	BURLINGAME, NATHAN	2,463.20
05/08/15	DUCHARME, JOHN	2,915.03
05/08/15	ENGSTROM, ANDREW	3,182.19
05/08/15	JAROSCH, JONATHAN	3,193.97
05/08/15	LINDBLOM, RANDAL	2,915.02
05/08/15	LOVE, STEVEN	3,929.31
05/08/15	THOMPSON, MICHAEL	5,182.00
05/08/15	ZIEMAN, SCOTT	192.00
05/08/15	JANASZAK, MEGHAN	1,985.97
05/08/15	KONEWKO, DUWAYNE	4,895.31
05/08/15	HAMRE, MILES	2,006.58
05/08/15	HAYS, TAMARA	1,908.40
05/08/15	HINNENKAMP, GARY	2,647.57
05/08/15	NAUGHTON, JOHN	2,440.82
05/08/15	NORDQUIST, RICHARD	2,287.20
05/08/15	ORE, JORDAN	1,952.67
05/08/15	BIESANZ, OAKLEY	2,083.35
05/08/15	DEAVER, CHARLES	670.56
05/08/15	GERNES, CAROLE	826.93
05/08/15	HAYMAN, JANET	1,169.94
05/08/15	HUTCHINSON, ANN	2,818.31
05/08/15	SOUTTER, CHRISTINE	385.02
05/08/15	WACHAL, KAREN	1,034.78
05/08/15	GAYNOR, VIRGINIA	3,451.03
05/08/15	KROLL, LISA	2,076.37
05/08/15	YOUNG, TAMELA	2,184.37
05/08/15	FINWALL, SHANN	4,006.35
05/08/15	MARTIN, MICHAEL	2,994.78
05/08/15	BRASH, JASON	2,828.37
05/08/15	CARVER, NICHOLAS	7,741.31
05/08/15	SWAN, DAVID	2,939.57
05/08/15	SWANSON, CHRIS	1,951.57
05/08/15	WEIDNER, JAMES	1,760.00
05/08/15	WELLENS, MOLLY	1,852.90
05/08/15	BJORK, BRANDON	60.50
05/08/15	BRENEMAN, NEIL	2,533.34
05/08/15	CLINE, ABBY	374.50
05/08/15	FORTIER, JESSICA	36.75
05/08/15	GORACKI, GERALD	80.75
05/08/15	KONG, KATELYNE	66.00
05/08/15	KUSTERMAN, KEVIN	52.00
05/08/15	LARSON, MARIAH	148.75
05/08/15	MOUA, CHEE	48.75
05/08/15	ROBBINS, AUDRA	3,570.21

05/08/15	ROBBINS, CAMDEN	116.88
05/08/15	RUSS, KAYLA	112.50
05/08/15	TAYLOR, JAMES	3,400.88
05/08/15	VUKICH, CANDACE	536.25
05/08/15	ADAMS, DAVID	2,142.40
05/08/15	HAAG, MARK	2,849.89
05/08/15	SCHULTZ, SCOTT	3,727.16
05/08/15	WILBER, JEFFREY	1,909.46
05/08/15	DIONNE, ANN	658.51
05/08/15	EVANS, CHRISTINE	2,049.31
05/08/15	GIBSON, CHRISTINE	2,212.41
05/08/15	HECKENDORN, TAYLOR	301.50
05/08/15	HOFMEISTER, MARY	1,170.79
05/08/15	KELLEY, CAITLIN	1,147.92
05/08/15	MILLER, KAREN	170.00
05/08/15	RUZICHKA, JANICE	255.00
05/08/15	SKRYPEK, JOSHUA	591.00
05/08/15	SMITH, CORTNEY	192.38
05/08/15	ST SAUVER, CRAIG	375.27
05/08/15	WISTL, MOLLY	510.28
05/08/15	ANDERSON, JOSHUA	772.90
05/08/15	BAETZOLD, CLAIRE	42.75
05/08/15	BAUDE, SARAH	32.81
05/08/15	BEAR, AMANDA	189.00
05/08/15	BERGLUND, ERIK	123.00
05/08/15	BESTER, MICHAEL	83.89
05/08/15	BUCKLEY, BRITTANY	677.10
05/08/15	BUTLER, ANGELA	127.76
05/08/15	CLARK, PAMELA	94.05
05/08/15	CRANDALL, ALYSSA	154.45
05/08/15	CRANDALL, KRISTA	172.54
05/08/15	DEMPSEY, BETH	280.51
05/08/15	DRECHSEL, HEIDI	52.21
05/08/15	DUCHARME, DANIELLE	191.00
05/08/15	EKSTRAND, DANIEL	200.38
05/08/15	EKSTRAND, TAMERA	123.50
05/08/15	ERICKSON-CLARK, CAROL	37.50
05/08/15	ERICSON, WESTIN	170.00
05/08/15	FONTAINE, KIM	958.50
05/08/15	FREDRICKS, MARTHA	18.00
05/08/15	GARTNER, DARYL	42.50
05/08/15	GRAY, SOPHIE	32.63
05/08/15	GRUENHAGEN, LINDA	416.01
05/08/15	GUSTAFSON, BRENDA	268.00
05/08/15	HAASCH, ANGELA	85.50
05/08/15	HAGSTROM, EMILY	83.75
05/08/15	HANSEN, HANNAH	103.06
05/08/15	HASSAN, KIANA	31.65
05/08/15	HOLMBERG, LADONNA	164.00
05/08/15	HORWATH, RONALD	3,213.14
05/08/15	HUNTLEY, NATALIE	41.75
05/08/15	IACARELLA-FUDALI, BARBARA	127.50
05/08/15	JOHNSON, BARBARA	474.90
05/08/15	KEMP, MAYA	39.38

05/08/15	KOHLER, ROCHELLE	14.06
05/08/15	KOLLER, NINA	292.00
05/08/15	LAMEYER, BRENT	113.40
05/08/15	LAMSON, ELIANA	27.38
05/08/15	LARSON, KIRA	77.50
05/08/15	LORENTZEN, CHRISTINE	104.00
05/08/15	MASON, AMY	133.65
05/08/15	MCCOMAS, LEAH	203.00
05/08/15	MCKILLOP, AMANDA	175.52
05/08/15	MONGE, NOAH	32.00
05/08/15	MUSKAT, JULIE	187.02
05/08/15	NITZ, CARA	449.04
05/08/15	OHS, CYNTHIA	186.00
05/08/15	PROESCH, ANDY	630.00
05/08/15	RANEY, COURTNEY	835.40
05/08/15	RAU, COLE	76.95
05/08/15	REHLING-ANDERSON, LORIE	168.75
05/08/15	RENSTROM, KEVIN	221.50
05/08/15	RESENDIZ, LORI	2,827.31
05/08/15	RHYNER, ALEXANDER	21.25
05/08/15	RICHTER, DANIEL	95.75
05/08/15	ROETTGER, MOLLY	32.00
05/08/15	ROLLERSON, TERRANCE	60.76
05/08/15	ROSAND, WALKER	64.00
05/08/15	SCHERER, KATHLENE	126.26
05/08/15	SCHMIDT, VICTORIA	40.00
05/08/15	SCHREIER, ROSEMARIE	207.96
05/08/15	SMITH, ANN	62.40
05/08/15	SMITH, JEROME	170.38
05/08/15	SMITLEY, SHARON	274.57
05/08/15	STICKLER, MADALYN	36.22
05/08/15	SYME, LAUREN	192.24
05/08/15	TREPANIER, TODD	244.14
05/08/15	TRUONG, CHAU	70.00
05/08/15	TUPY, MARCUS	96.00
05/08/15	WAGNER, JODY	342.00
05/08/15	WALLNER, KRISTIN	163.00
05/08/15	WHITE, DANICA	26.38
05/08/15	YANG, JUDY	110.00
05/08/15	BILJAN, MERANDA	57.38
05/08/15	BOSLEY, CAROL	137.25
05/08/15	BUTLER-MILLER, JADE	132.13
05/08/15	CHRISTAL, JENNIFER	370.00
05/08/15	ELLISON, LELIA	83.25
05/08/15	FRANZMEIER, EILEEN	283.64
05/08/15	LANGER, CHELSEA	336.63
05/08/15	LANGER, KAYLYN	38.00
05/08/15	MOSLOSKI, JESSICA	17.00
05/08/15	AUSTIN, CATHERINE	144.00
05/08/15	BOWMAN, CHRIS	244.00
05/08/15	CRAWFORD, SHAWN	500.00
05/08/15	DOUGLASS, TOM	2,066.27
05/08/15	HEINTZ, JOSHUA	128.00
05/08/15	KRECH, ELAINE	721.40

	05/08/15	LOONEY, RAYJEANIA	192.00
	05/08/15	MAIDMENT, COLIN	687.75
	05/08/15	MALONEY, SHAUNA	93.50
	05/08/15	NESVACIL, BRENNAN	112.00
	05/08/15	PRINS, KELLY	2,449.62
	05/08/15	REILLY, MICHAEL	2,059.40
	05/08/15	STEFFEN, MICHAEL	102.00
	05/08/15	COUNTRYMAN, BRENDA	1,360.00
	05/08/15	PRIEM, STEVEN	2,568.19
	05/08/15	WOEHRLE, MATTHEW	2,356.85
	05/08/15	XIONG, BOON	1,647.57
	05/08/15	BERGO, CHAD	2,907.76
	05/08/15	FOWLDS, MYCHAL	4,268.88
	05/08/15	FRANZEN, NICHOLAS	3,225.44
	05/08/15	KREGER, JASON	2,486.90
9994941	04/23/15	CAPISTRANT, JOHN	713.44
9994942	04/23/15	CAPISTRANT, JACOB	526.47
9994953	05/08/15	KRECH, TRAVIS	376.13
9994954	05/08/15	EKSTRAND, RYAN	169.13
9994955	05/08/15	MADSEN, JEFFREY	75.00
9994956	05/08/15	O'BRIEN, ELIZABETH	102.61
			528,170.04

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Gayle Bauman, Finance Director  
**DATE:** May 14, 2015  
**SUBJECT:** Approval of Resolution Authorizing Purchase of Insurance Agent Services

**Introduction**

Council authorization is requested to purchase insurance agent and broker of record services from Arthur J. Gallagher and Company at a cost of \$12,000 for the period from 7/1/15 through 6/30/16. The current cost is \$12,000. This company serves as the broker of record for the city's property and liability insurance coverage that is with the League of Minnesota Cities Insurance Trust. This is a recurring contract. Arthur J. Gallagher and Company was selected through a request for proposals (RFP) process in 2004.

**Budget Impact**

This cost is budgeted for in the 2015 budget.

**Recommendation**

Staff recommends approval of the attached resolution to retain Arthur J. Gallagher and Company as insurance agent for the city of Maplewood at a cost of \$12,000.



**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Gayle Bauman, Finance Director  
**DATE:** May 14, 2015  
**SUBJECT:** Approval of Resolution to Adopt State Performance Measures

**Introduction**

The Council on Local Results and Innovation was created by the 2010 Legislature to set benchmarks for city and county operations. Through several meetings, the group adopted standards which may aid residents, taxpayers, and state and local elected officials in determining the efficiency of counties and cities in providing services, and measure residents' opinions of those services. Participation is voluntary and participants are eligible for a reimbursement of \$0.14 per capita in local government aid, not to exceed \$25,000, and are also exempt from levy limits for pay 2016, if they are in effect.

**Background**

Based on the 2010 census, adoption of these standards would allow Maplewood to collect \$5,322 in 2015. When this program first came out, the City anticipated it would have to spend thousands of dollars to perform a useful and thorough survey. The League of MN Cities summarized the reporting requirements and created a survey tool to help cities fulfill the citizen survey requirement. Staff is not anticipating producing a formal mailed survey. Instead it will create an on-line survey hosted by Survey Monkey and share the survey link with residents on the city website, in the city newsletter and through social media.

**Budget Impact**

Staff time will be needed to create the survey and process the results. The funding being provided by the State should be sufficient to cover these costs.

**Recommendation**

Staff recommends approval of the Resolution to Adopt State Performance Measures.

**Attachments**

1. Model Performance Measures for Cities
2. Resolution Adopting State Performance Measures

## Model Performance Measures for Cities

The following are the recommended model measures of performance outcomes for cities, with alternatives provided in some cases. Key output measures are also suggested for consideration by local city officials.

### General:

1. Rating of the overall quality of services provided by your city (*Citizen Survey: excellent, good, fair, poor*)
2. Percent change in the taxable property market value
3. Citizens' rating of the overall appearance of the city (*Citizen Survey: excellent, good, fair, poor*)

### Police Services:

4. Part I and II crime rates (*Submit data as reported by the Minnesota Bureau of Criminal Apprehension. Part I crimes include murder, rape, aggravated assault, burglary, larceny, motor vehicle theft, and arson. Part II crimes include other assaults, forgery/counterfeiting, embezzlement, stolen property, vandalism, weapons, prostitution, other sex offenses, narcotics, gambling, family/children crime, D.U.I., liquor laws, disorderly conduct, and other offenses.*)

#### OR

Citizens' rating of safety in their community (*Citizen Survey: very safe, somewhat safe, neither safe nor unsafe, somewhat unsafe, very unsafe*)

### Output Measure:

Police response time (*Time it takes on top priority calls from dispatch to the first officer on scene.*)

### Fire Services:

5. Insurance industry rating of fire services (*The Insurance Service Office (ISO) issues ratings to Fire Departments throughout the country for the effectiveness of their fire protection services and equipment to protect their community. The ISO rating is a numerical grading system and is one of the primary elements used by the insurance industry to develop premium rates for residential and commercial businesses. ISO analyzes data using a Fire Suppression Rating Schedule (FSRS) and then assigns a Public Protection Classification from 1 to 10. Class 1 generally represents superior property fire protection and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.*)

#### OR

Citizens' rating of the quality of fire protection services (*Citizen Survey: excellent, good, fair, poor*)

### Output Measure:

Fire response time (*Time it takes from dispatch to apparatus on scene for calls that are dispatched as a possible fire.*)

Emergency Medical Services (EMS) response time (if applicable) (*Time it takes from dispatch to arrival of EMS*)

**Streets:**

6. Average city street pavement condition rating (*Provide average rating and the rating system program/type. Example: 70 rating on the Pavement Condition Index (PCI)*)

**OR**

- Citizens' rating of the road condition in their city (*Citizen Survey: good condition, mostly good condition, many bad spots*)
7. Citizens' rating the quality of snowplowing on city streets (*Citizen Survey: excellent, good, fair, poor*)

**Water:**

8. Citizens' rating of the dependability and quality of city water supply (centrally-provided system) (*Citizen Survey: excellent, good, fair, poor*)

**Output Measure:**

Operating cost per 1,000,000 gallons of water pumped/produced (centrally-provided system) (*Actual operating expense for water utility / (total gallons pumped/1,000,000)*)

**Sanitary Sewer:**

9. Citizens' rating of the dependability and quality of city sanitary sewer service (centrally provided system) (*Citizen Survey: excellent, good, fair, poor*)

**Output Measure:**

Number of sewer blockages on city system per 100 connections (centrally provided system) (*Number of sewer blockages on city system reported by sewer utility / (population/100)*)

**Parks and Recreation:**

10. Citizens' rating of the quality of city recreational programs and facilities (parks, trails, park buildings) (*Citizen Survey: excellent, good, fair, poor*)



## MEMORANDUM

**TO:** Melinda Coleman, City Manager  
**FROM:** Gayle Bauman, Finance Director  
**DATE:** May 14, 2015  
**SUBJECT:** Approval to Close Debt Service Funds

### **Introduction**

Two debt service funds need to be closed because the bonds have been called and refinanced by refunding bonds.

### **Background**

The State Aid Street Refunding Bonds Series 2012B were issued to refinance the State Aid Street Bonds Series 2004E and the Improvement Refunding Bonds Series 2015A were issued to refinance the Improvement Bonds Series 2005A. The transfers listed below are needed for the refunding bonds to close the funds.

Amount	From		To	
	Fund	Series	Fund	Series
\$2,150,105.54	366	2012B Bonds	351	2004E Bonds
311,744.23	371	2015A Bonds	353	2005A Bonds

Balance sheet accounts related to taxes and special assessments will also need to be moved to the new fund.

### **Budget Impact**

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

### **Recommendation**

It is recommended that the Council authorize the Finance Director to make all entries necessary to account for the transfers listed above and to move any remaining balance sheet accounts to the new funds.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Karen Haag, Director Citizen Services  
**DATE:** May 12, 2015  
**SUBJECT:** Approval of Temporary Lawful Gambling - Local Permits for Ramsey Nursing Home Foundation, 2000 White Bear Avenue

**Introduction**

Four (4) applications for temporary Lawful Gambling – Local permits have been submitted by Valerie Anderson on behalf of Ramsey Nursing Home Foundation, to be used at Ramsey County Care Center, 2000 White Bear Avenue, in Maplewood.

**Background**

This permits will be used for the Care Center’s Bingo Night on the following dates in 2015: July 21, August 20, September 22, and October 22, from 5:00pm to 8:30pm each event. Proceeds from the event will go towards raising funds to support outings for the residents at the Care Center, not typically covered by traditional funding.

**Budget Impact**

None

**Recommendation**

Staff recommends that Council approve the temporary Lawful Gambling – Local permit(s) for Ramsey Nursing Home Foundation, 2000 White Bear Avenue.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Karen Haag, Director Citizen Services  
**DATE:** May 14, 2015  
**SUBJECT:** Approval of a Fee Waiver for a Temporary Food Sales Permit for North East Soccer Association

**Introduction**

On Wednesday, May 6, 2015, Karen Thole submitted an application for a Temporary Food Sales permit on behalf of the North East Soccer Association, to be used at the annual NESAs Classic Soccer Tournament on June 5 through 7, 2015. The proceeds garnered from the tournament and food sales will be used to promote soccer in the community, in addition to being put back into maintaining the Hazelwood Soccer Complex fields and equipment.

Upon application, Ms. Thole requested that the Food Sales permit fee of \$165.00 be waived since the funds raised from sales were being donated to benefit the association and community.

**Recommendation**

Staff recommends the approval to waive the \$165.00 fee associated with the temporary Food Sales Permit for the North East Soccer Association, used for their event on June 5 through 7, 2015.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Karen Haag, Citizen Services Director

**DATE:** May 20, 2015

**SUBJECT:** Approval of Motion for Second Reading of Ordinance Amending Chapter 14, Article XVIII Relating to the Sale of Tobacco-Related Products

### Introduction

A Public Hearing was conducted at the April 27, 2015 city council meeting to approve the first reading of proposed amendments to the ordinance relating to the sale of tobacco and tobacco related products. The second reading was heard and approved at the May 11, 2015 council meeting, with direction to bring specific wording back for final approval on the Consent Agenda.

### Background

Upon approval of the final language, notification of the ordinance change will be published as a legal notice in the June 3, 2015 edition of the official newspaper, at which time the ordinance will become legal. Certified, return receipt letters will be sent to all current tobacco and tobacco related product license holders notifying them of the ordinance.

The motion approving the second reading follows:

Councilmember Cardinal moved to approve second reading of the ordinance amending Chapter 14, Article XVIII relating to the sale of tobacco-related products grandfathering in the following: current addresses that are allowing e-cigarette sampling known as vaping, when the establishments at the current addresses are sold, rented or change hands the address will continue to qualify for a cigarette or tobacco license, but will not be permitted to allow e-cigarette sampling. Signs must be posted as directed by the State of Minnesota Administrative Rules. Staff is directed to ensure compliance checks as stated in the ordinance and add the grandfathered verbiage to the ordinance and bring it back to next council meeting under the consent agenda for approval.

Seconded by Mayor Slawik

To incorporate the motion into the ordinance the following language was added:

#### **Sec. 14-1377. - Smoking prohibited.**

Smoking shall not be permitted and no person shall smoke within the indoor area of any establishment with a tobacco license. Smoking for the purpose of sampling tobacco, tobacco-related devices, or electronic delivery devices is also prohibited except for the following addresses, which are grandfathered in upon passage of Ordinance 947: 2515 White Bear Avenue N, 1700 Rice Street N, 1703 Cope Avenue E, 3025 White Bear Avenue N. When the

establishments are sold, rented or change hands the address will continue to qualify for cigarette or tobacco licenses but will not be permitted to allow e-cigarette sampling within the indoor area of the establishment. Signage must be posted as directed by State of Minnesota Administrative Rules.

**Recommendation**

Approve the language in Section 14-1377 incorporating the motion made at the second reading held on May 11, 2015.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
Gayle Bauman, Finance Director

**FROM:** Steve Lukin, Fire Chief

**DATE:** May 18, 2015

**SUBJECT:** Approval to Dispose of Fire Department Vehicles

**Introduction**

With the closing of three of our fire stations, the following fire department vehicles will no longer be needed: a 1997 Peterbilt Custom Built fire truck and a 2000 Peterbilt Custom Built fire truck.

Both of these items will be disposed of per city policy.

**Recommendation**

Staff recommends that the city council approve the disposal of the fire department vehicles.

**Attachments**

None

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Michael Martin, AICP, Planner  
**DATE:** May 18, 2015  
**SUBJECT:** Approval of a Conditional Use Permit Review, Beaver Lake Elementary School, 1060 Sterling Street

**Introduction**

The conditional use permit (CUP) for Beaver Lake Elementary School, located at 1060 Sterling Street North, is due for its annual review. Last year, the city council approved a building addition and other site improvements.

**Background**

On May 12, 2014, the council approved an amendment to a CUP for a building addition and design plans.

**Discussion**

The building addition is complete and the interior renovations are nearing completion. The required trash enclosure has been built. The city recently issued a permit for the school district to resurface the north parking lot which has fallen into disrepair. This work will be completed later in the summer. Staff recommends reviewing again to ensure completed of exterior improvements and that required landscaping has survived.

**Budget Impact**

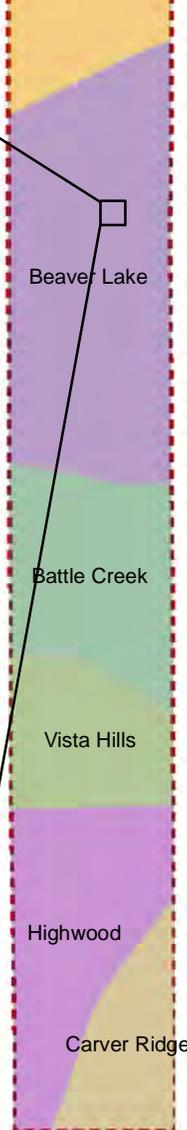
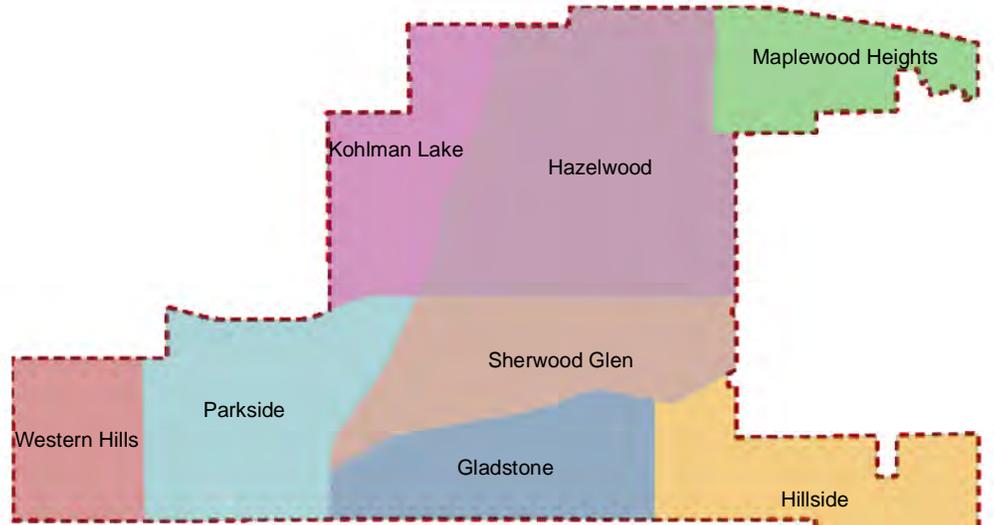
None.

**Recommendation**

Review the conditional use permit for Beaver Lake Elementary School again in one year.

**Attachments**

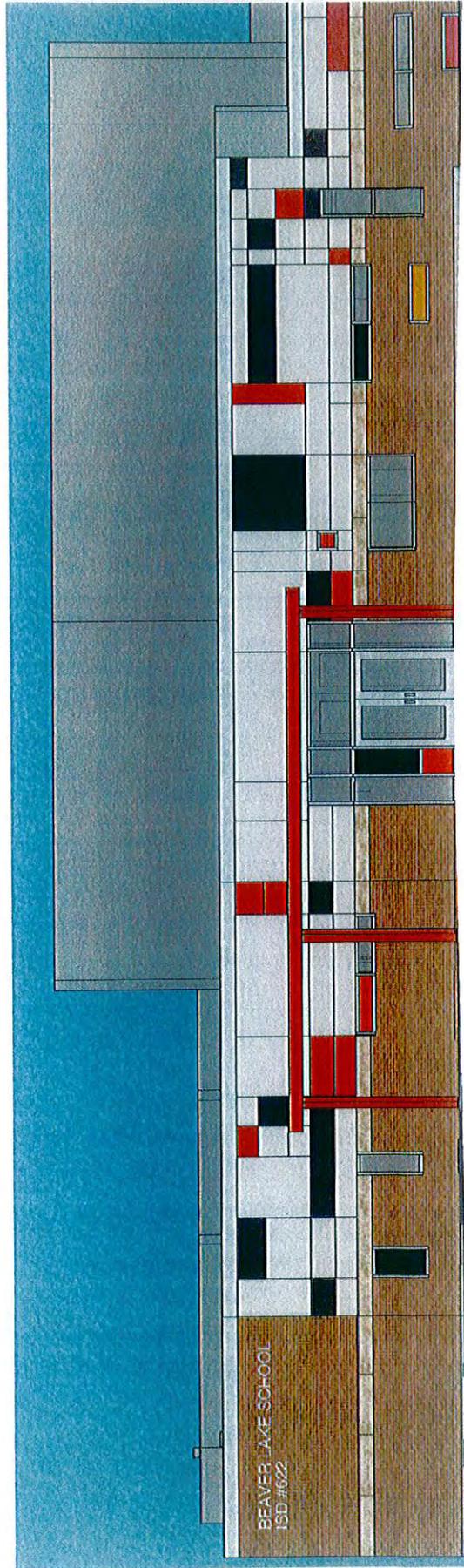
1. Overview Map
2. Site Plan
3. Building Elevations
4. City Council Minutes, May 12, 2014



**1060 Sterling Street North - Beaver Lake Elementary School**

CUP Review - Overview Map





Beaver Lake School  
South Elevation Material Palette

*mLa*  
architects



~~A. Strict enforcement of the ordinance would cause the applicant practical difficulties because complying with the shoreland setback requirement stipulated by the ordinance would prohibit the building of any permanent structures, substantially diminishing the potential of this lot.~~

~~B. Approval of the requested shoreland setback variance would benefit the adjacent lake because the site will have its impervious surface area reduced.~~

~~C. Approval would meet the spirit and intent of the ordinance since the proposed addition would be built in an area that is already maintained as lawn, which is also allowed by ordinance.~~

~~D. The Minnesota Department of Natural Resources has reviewed the applicant's plans and does not require a permit or have any state statutes that prevent the addition from being built.~~

~~Conditions of Approval:~~

~~Approval of the shoreland setback variance shall be subject to complying with all of the conditions of approval in Shann Finwall and Virginia Gaynor's Environmental Review.~~

~~The Maplewood City Council approved this resolution on May 12, 2014.~~

~~Seconded by Councilmember Juenemann                      Ayes – All~~

~~The motion passed.~~

**7. Approval of a Conditional Use Permit Resolution and Design Plans for a Building Addition to Beaver Lake Elementary School, 1060 Sterling Street**

Senior Planner Ekstrand gave the staff report. Mike Boland, ISD622 Operations & Maintenance Supervisor address the council to give additional information and answer questions.

Councilmember Juenemann moved to approve the conditional use permit resolution approving the plans for the addition to Beaver Lake Elementary, located at 1060 Sterling Street North. Approval is subject to the following conditions:

1. All construction shall follow the site plan approved by the city date-stamped April 15, 2014. Staff may approve minor changes.
2. The proposed construction shall be substantially started within one year of council approval or this permit shall be null and void. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. The applicant shall plant four trees to replace the four that are to be removed. Replacement trees shall be at least two inches in caliper if they are deciduous or at least six feet tall if they are evergreens. The applicant shall work with staff on this landscaping plan.

5. The applicant shall repair the pot holes in the parking lots and driveway from Stillwater Road. The graveled area on the north side of the building shall be paved within one year.
6. The applicant shall work with staff on the construction of a trash enclosure for the north side of the building to contain the two trash dumpsters. The trash enclosure shall be a material compatible with the building and have closeable gates. The trash enclosure shall be completed along with the construction of the proposed addition.
7. The applicant shall comply with all requirements of the city's engineering department report dated April 15, 2014.

Resolution 14-5-1066  
Conditional Use Permit

WHEREAS, Independent School District 622, has applied for a conditional use permit to construct a building addition to the Beaver Lake Elementary School.

WHEREAS, Section 44-1092 (3) requires a CUP for any educational institution.

WHEREAS, this permit applies to the property located at 1060 Sterling Street North. The legal description of this property is:

This property lies within the NE ¼ of Section 25, Township 29, Range 22, Ramsey County, Minnesota. PID #252922130064

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

1. On May 6, 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 May 12, 2014, 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 Code of Ordinances.

2. The use would not change the existing or planned character of the surrounding area.

3. The use would not depreciate property values.

4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.

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

6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.

7. The use would not create excessive additional costs for public facilities or services.

8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.

9. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions:

1. All construction shall follow the site plan approved by the city date-stamped April 15, 2014. Staff may approve minor changes.

2. The proposed construction shall be substantially started within one year of council approval or this permit shall be null and void. The council may extend this deadline for one year.

3. The city council shall review this permit in one year.

4. The applicant shall plant four trees to replace the four that are to be removed. Replacement trees shall be at least two inches in caliper if they are deciduous or at least six feet tall if they are evergreens. The applicant shall work with staff on this landscaping plan.

5. The applicant shall repair the pot holes in the parking lots and driveway from Stillwater Road. The graveled area on the north side of the building shall be paved within one year.

6. The applicant shall work with staff on the construction of a trash enclosure for the north side of the building to contain the two trash dumpsters. The trash enclosure shall be a material compatible with the building and have closeable gates. The trash enclosure shall be completed along with the construction of the proposed addition.

7. The applicant shall comply with all requirements of the city's engineering department report dated April 15, 2014.

The Maplewood City Council approved this resolution on May 12, 2014.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**8. Approval of a Conditional Use Permit Resolution to Reduce the Parking Lot Setback for the Hobby Lobby Dock Addition at the Plaza 3000 Shopping Center, 3000 White Bear Avenue**

City Planner Ekstrand gave the staff report and answered questions of the council. Tom Schuette of Azure Properties addressed the council to give additional information and answer questions.

Councilmember Cardinal moved to approve the conditional use permit resolution approving the plans for the widening of the Plaza 3000 Shopping Center parking lot on the south side of the building. This approval allows a parking lot setback reduction from 11.5 feet to six feet 10 inches. Approval is based on the findings required by ordinance and subject to the following conditions:

1. All construction shall follow the site plan approved by the city date-stamped March 27, 2014. Staff may approve minor changes.
2. The proposed parking lot widening shall be substantially started within one year of council approval of this permit shall be null and void. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. The property owner shall replace the six trees that would be removed due to this parking lot widening. They shall plant shrub varieties that grow tall enough to provide some screening, but not massive enough to have a substantial root spread that would interfere with nearby buried cables in the street boulevard. The property owner shall plant six planting groupings of three shrubs each (18 shrubs total) to replace the six trees to be removed. The planting plan shall be subject to staff approval.

Resolution 14-5-1067  
Conditional Use Permit

WHEREAS, Azure Properties has applied for a conditional use permit to reduce their parking lot setback on the south side of the building from the Lydia Avenue right-of-way.

WHEREAS, Section 44-12 (e) of the city ordinances requires a conditional use permit to enlarge, reconstruct or structurally alter a non-confirming use.

WHEREAS, this permit applies to the property located at 3000 White Bear Avenue. The legal description of this property is:

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Michael Martin, AICP, Planner  
**DATE:** May 19, 2015  
**SUBJECT:** Approval of a Conditional Use Permit Review, Plaza 3000 Shopping Center, 3000 White Bear Avenue

**Introduction**

The conditional use permit (CUP) for Plaza 3000, located at 3000 White Bear Avenue North, is due for its annual review. Last year, the city council approved a CUP to reduce the parking lot setback on the south side of the building by Lydia Avenue. The affected parking lot driveway is adjacent to the new dock addition recently constructed for the Hobby Lobby

**Background**

1974: The city council approved plans for the Plaza 3000 Shopping Center.

January 28, 2014: The community design review board approved the design plans for the addition of the Hobby Lobby at the Plaza 3000.

May 12, 2014: The council approved a CUP for a reduced parking lot setback on the south side of the building by Lydia Avenue

**Discussion**

The parking lot adjustments are complete and all required landscaping is in place. However, during staff's inspection several trash containers on the site were not located in required enclosures as required by ordinance. Staff recommends reviewing again to ensure the trash containers are properly screened as required by ordinance and required landscaping has survived.

**Budget Impact**

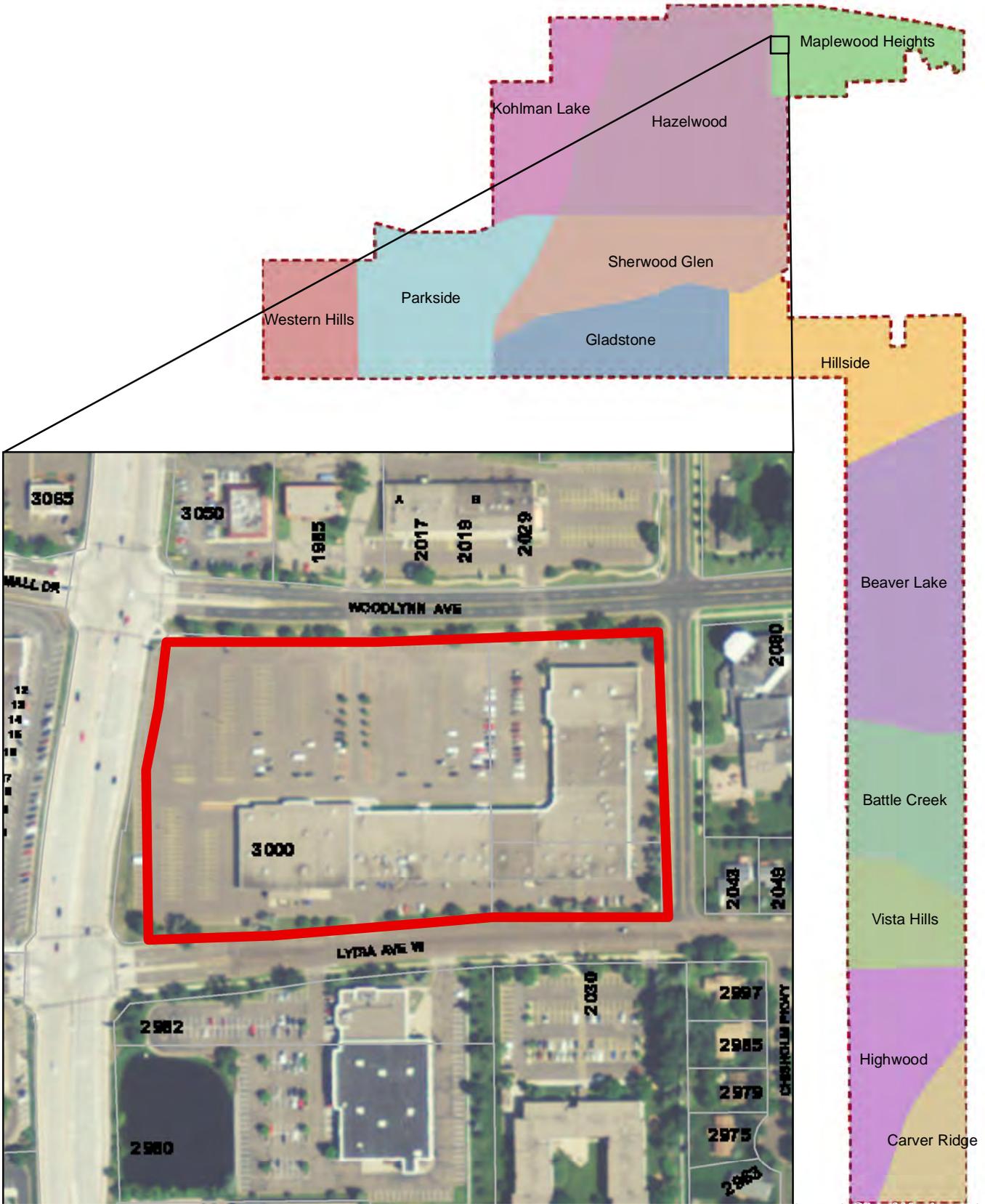
None.

**Recommendation**

Review the conditional use permit for Plaza 3000 Shopping Center again in one year.

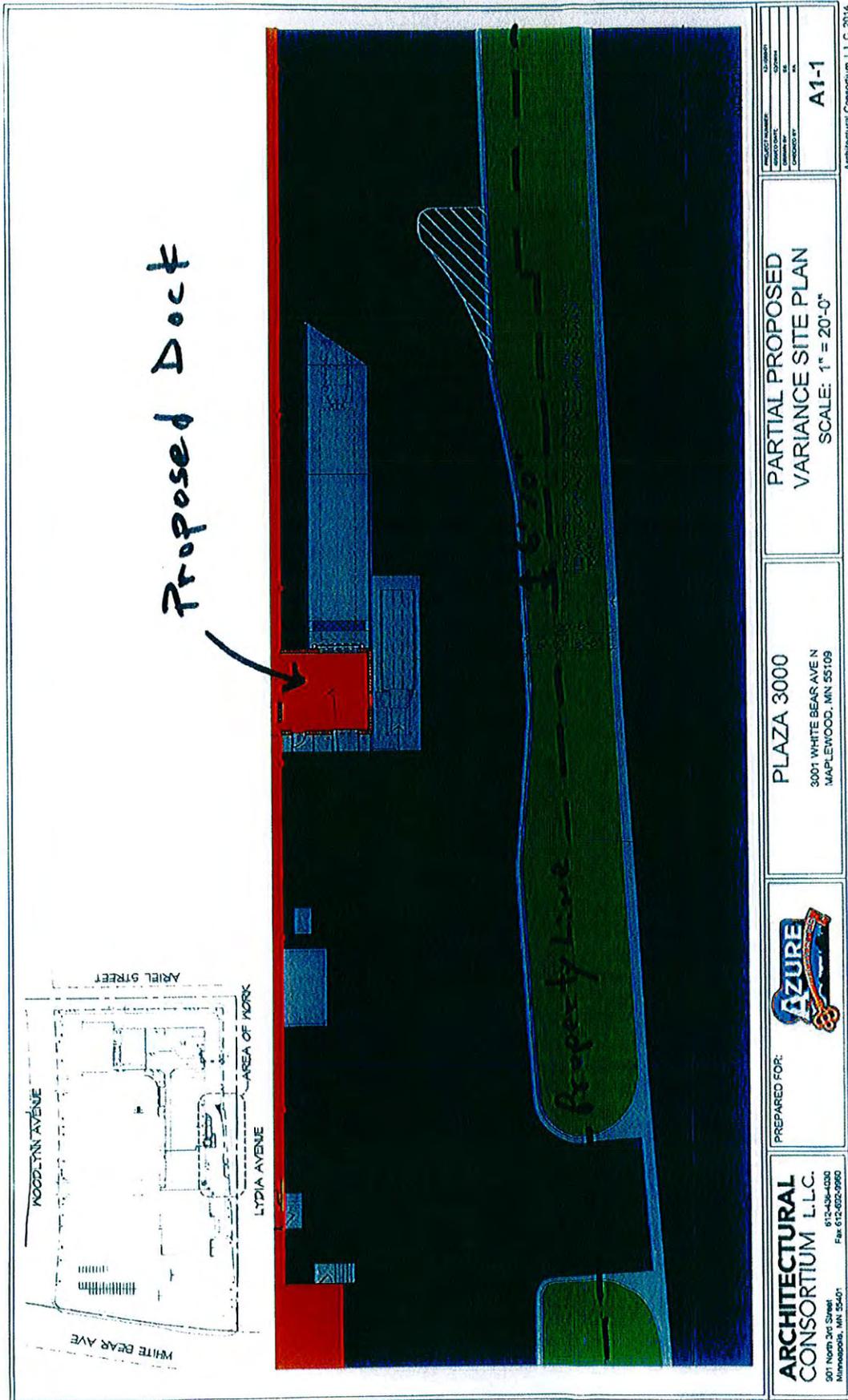
**Attachments**

1. Overview Map
2. Site Plan
3. City Council Minutes, May 12, 2014



**3000 White Bear Avenue - Plaza 3000**

CUP Review - Overview Map



PROJECT NUMBER: 12-000000  
 DRAWING NO.: A1-1  
 DATE: 11/11/14  
 CHECKED BY: [Signature]  
 ARCHITECTURAL CONSORTIUM, L.L.C. 2014

**PARTIAL PROPOSED  
 VARIANCE SITE PLAN**  
 SCALE: 1" = 20'-0"

**PLAZA 3000**  
 3001 WHITE BEAR AVE N  
 MAPLEWOOD, MN 55108



PREPARED FOR:  
**ARCHITECTURAL  
 CONSORTIUM L.L.C.**  
 601 North 3rd Street  
 Minneapolis, MN 55407  
 612-438-4000  
 Fax 612-692-9960

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**8. Approval of a Conditional Use Permit Resolution to Reduce the Parking Lot Setback for the Hobby Lobby Dock Addition at the Plaza 3000 Shopping Center, 3000 White Bear Avenue**

City Planner Ekstrand gave the staff report and answered questions of the council. Tom Schuette of Azure Properties addressed the council to give additional information and answer questions.

Councilmember Cardinal moved to approve the conditional use permit resolution approving the plans for the widening of the Plaza 3000 Shopping Center parking lot on the south side of the building. This approval allows a parking lot setback reduction from 11.5 feet to six feet 10 inches. Approval is based on the findings required by ordinance and subject to the following conditions:

1. All construction shall follow the site plan approved by the city date-stamped March 27, 2014. Staff may approve minor changes.
2. The proposed parking lot widening shall be substantially started within one year of council approval of this permit shall be null and void. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. The property owner shall replace the six trees that would be removed due to this parking lot widening. They shall plant shrub varieties that grow tall enough to provide some screening, but not massive enough to have a substantial root spread that would interfere with nearby buried cables in the street boulevard. The property owner shall plant six planting groupings of three shrubs each (18 shrubs total) to replace the six trees to be removed. The planting plan shall be subject to staff approval.

Resolution 14-5-1067  
Conditional Use Permit

WHEREAS, Azure Properties has applied for a conditional use permit to reduce their parking lot setback on the south side of the building from the Lydia Avenue right-of-way.

WHEREAS, Section 44-12 (e) of the city ordinances requires a conditional use permit to enlarge, reconstruct or structurally alter a non-confirming use.

WHEREAS, this permit applies to the property located at 3000 White Bear Avenue. The legal description of this property is:

That part of the South ½ of the Northeast ¼ of the Northwest ¼, lying southerly of the north line of Woodlynn Avenue, subject to Woodlynn Avenue, and lying easterly of White Bear Avenue as now located by Final Certificate recorded as Document Number 1813704, Section 2, Township 29 North, Range 22 West, City of Maplewood, Ramsey County, Minnesota.

And

The west 329.31 feet of the Northwest ¼ of the Northeast ¼ Section 2, Township 29 North, Range 22 West, except the north 1321.33 feet, thereof, City of Maplewood, Ramsey County, Minnesota.

And

Part of the south 640.00 feet of the north 1321.33 feet of the west 329.31 feet of the Northwest ¼, of the Northeast ¼, Section 2, Township 29 North, Range 22 West, City of Maplewood, Ramsey County, Minnesota.

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

1. On May 6, 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 May 12, 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 approved by the city date-stamped March 27, 2014. Staff may approve minor changes.

2. The proposed parking lot widening shall be substantially started within one year of council approval of this permit shall be null and void. The council may extend this deadline for one year.

3. The city council shall review this permit in one year.

4. The property owner shall replace the six trees that would be removed due to this parking lot widening. They shall plant shrub varieties that grow tall enough to provide some screening, but not massive enough to have a substantial root spread that would interfere with nearby buried cables in the street boulevard. The property owner shall plant six planting groupings of three shrubs each (18 shrubs total) to replace the six trees to be removed. The shrubs shall be at least three feet tall upon planting. The planting plan shall be subject to staff approval.

The Maplewood City Council approved this resolution on May 12, 2014.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**9. Approval of a Conditional Use Permit Revision Resolution and Design Plans for Verizon Wireless Ground Equipment at Hillwood Drive and Sterling Street**

City Planner Ekstrand gave the staff report. Steven Wegland of Verizon Wireless addressed the council to give additional information and answer questions.

Councilmember Cardinal moved to:

- A. Adopt the conditional use permit revision resolution approving the expansion of the cell phone and public safety communications facility at the St. Paul Regional Water Services water tower site at the corner of Hillwood Drive and Sterling Street. Approval is based on the findings required by ordinance and subject to the following conditions (additions are underlined):

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager  
**FROM:** Michael Martin, AICP, Planner  
**DATE:** May 19, 2015  
**SUBJECT:** Approval of a Conditional Use Permit Review, Verizon Wireless Ground Equipment at Hillwood Drive and Sterling Street

**Introduction**

The conditional use permit (CUP) for the cell phone and public safety communications facility at the St. Paul Regional Water Services water tower site at the corner of Hillwood Drive and Sterling Street is due for its annual review. Verizon Wireless was approved to build a new 12-foot by 30-foot building on site and add antennas to the water tower.

**Background**

April 11, 2005: The city council approved a CUP to allow Ramsey County to install 800MHz antennas and the ground structure at the water tower site.

May 12, 2014: The city council approved a CUP revision to allow Verizon Wireless to add antennas and the ground structure at the water tower site.

**Discussion**

The construction of the building was recently completed. However, the fence and the required trees have yet to be installed. Also, upon staff's inspection of the site portions of the grass have been damaged due to construction activity and will need to be repaired. Staff recommends reviewing again to ensure the fence and trees and installed.

**Budget Impact**

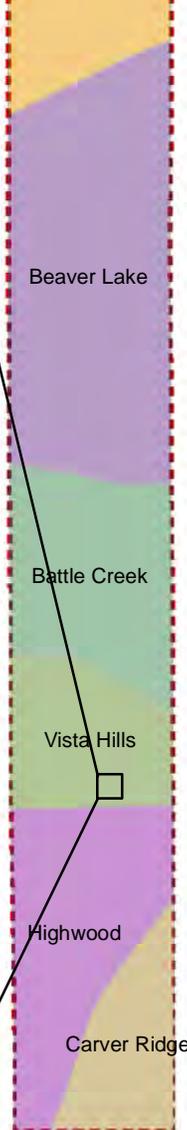
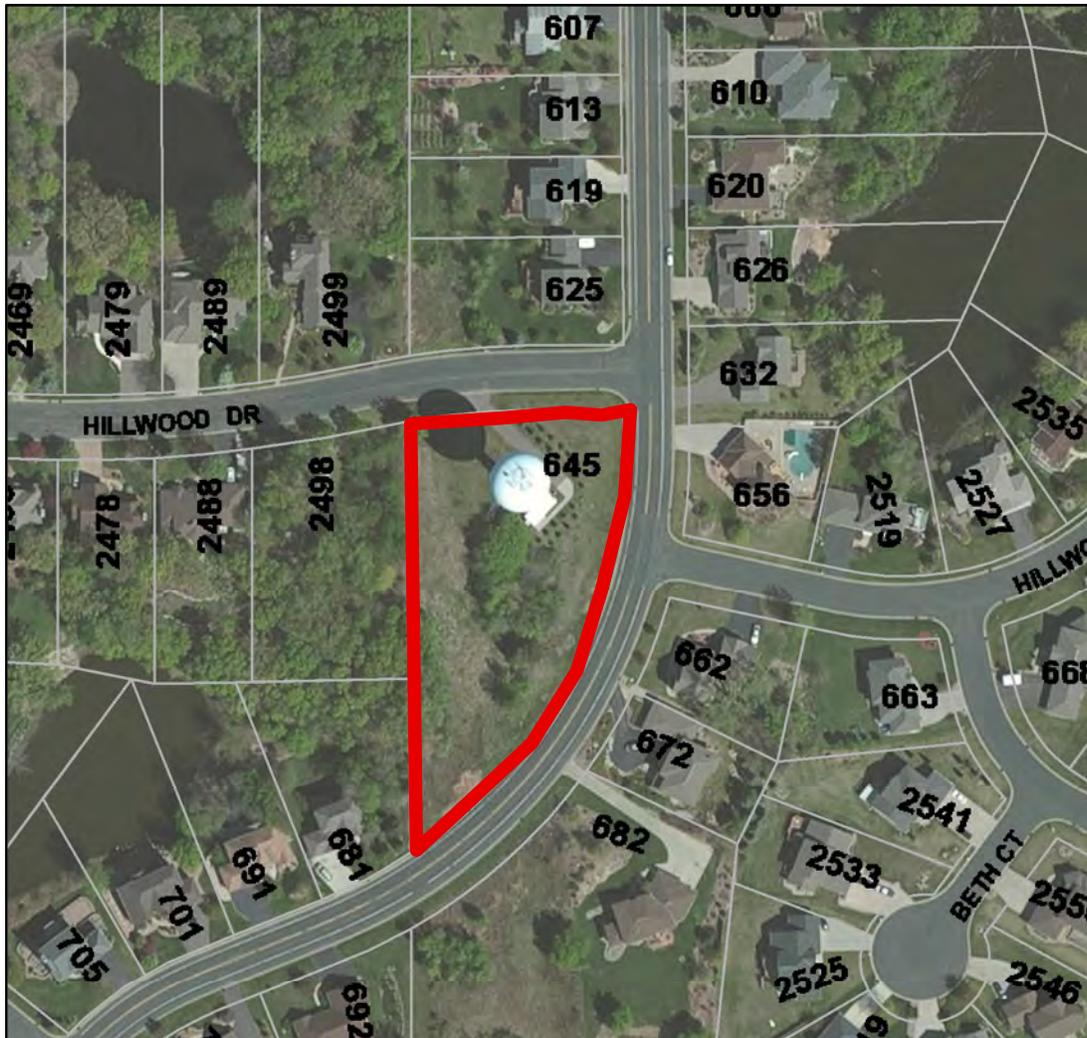
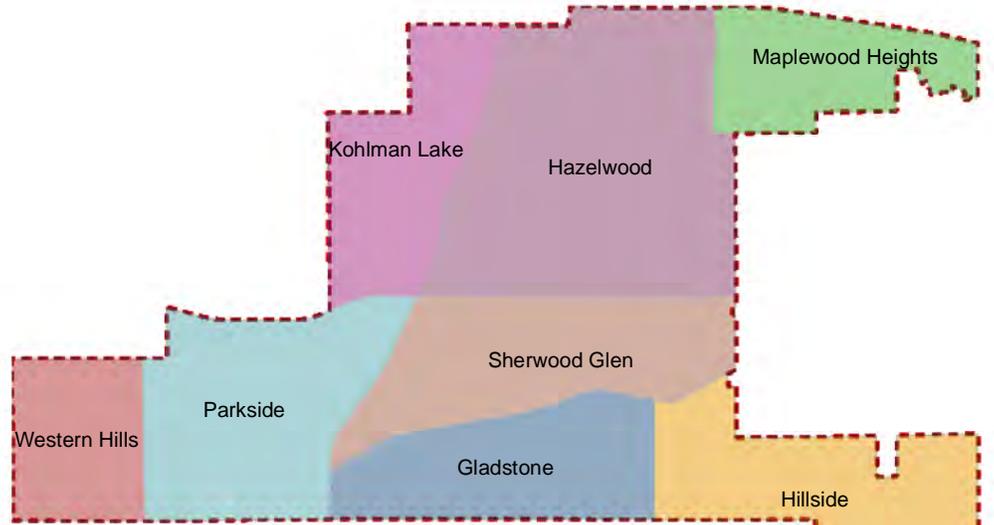
None.

**Recommendation**

Review the conditional use permit for cell phone and public safety communications facility at the St. Paul Regional Water Services water tower site again in one year.

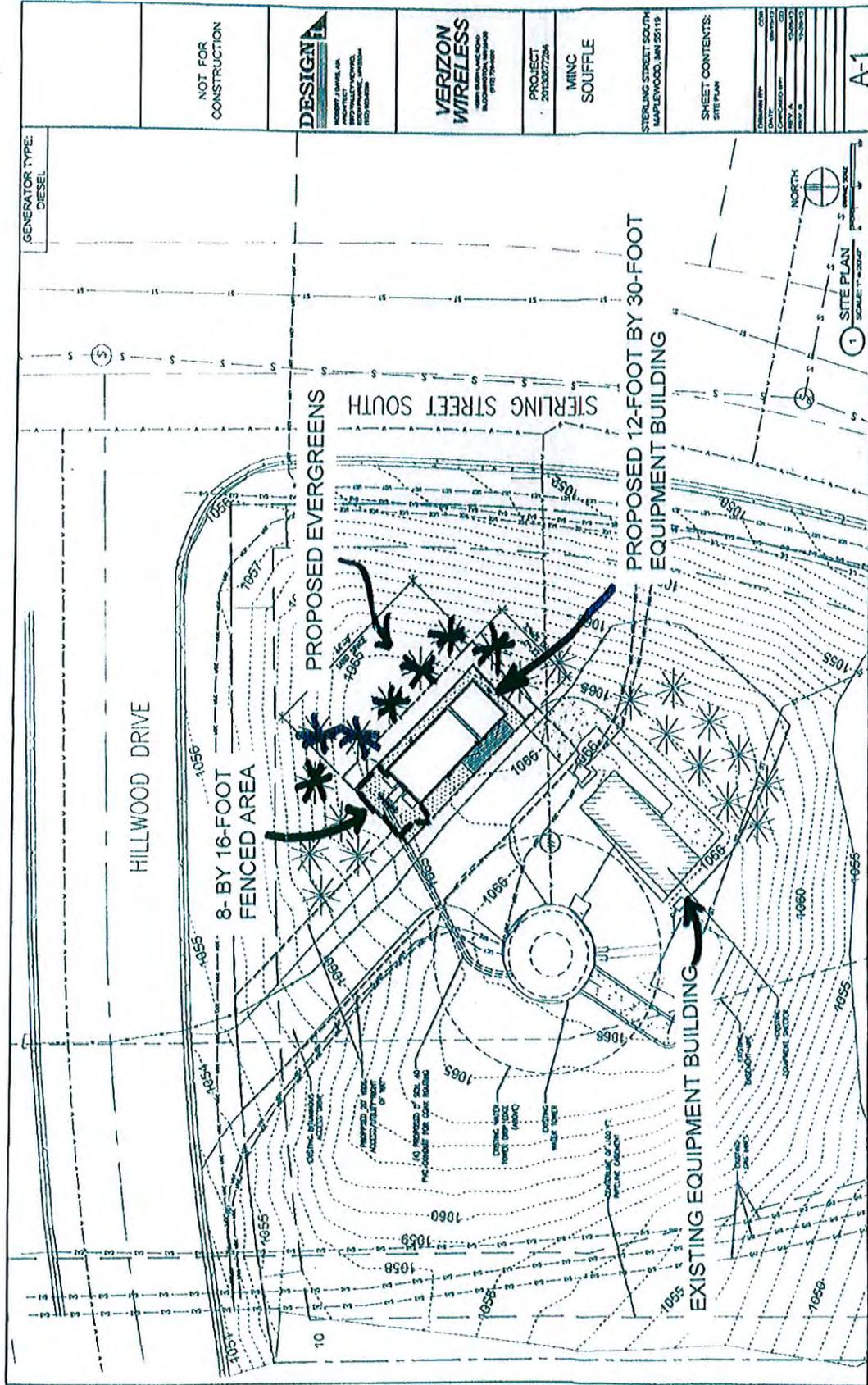
**Attachments**

1. Overview Map
2. Site Plan
3. Building Elevations
4. City Council Minutes, May 12, 2014



**645 Sterling Street South - Water Tower Site**

CUP Review - Overview Map



SITE PLAN



**MINUTES**  
**MAPLEWOOD CITY COUNCIL**

7:00 p.m., Monday, May 12, 2014  
Council Chambers, City Hall  
Meeting No. 09-14

**1. Approval of a Conditional Use Permit Revision Resolution and Design Plans for Verizon Wireless Ground Equipment at Hillwood Drive and Sterling Street**

City Planner Ekstrand gave the staff report. Steven Wegland of Verizon Wireless addressed the council to give additional information and answer questions.

Councilmember Cardinal moved to:

- A. Adopt the conditional use permit revision resolution approving the expansion of the cell phone and public safety communications facility at the St. Paul Regional Water Services water tower site at the corner of Hillwood Drive and Sterling Street. Approval is based on the findings required by ordinance and subject to the following conditions (additions are underlined):
1. All construction shall follow the site plan approved by the city date-stamped February 18, 2014. The director of community development may approve minor changes.
  2. The proposed construction of the new antenna facility 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. Any antenna or equipment that is not used for a year shall be deemed abandoned and the city may require the owner to remove it.
  5. Ramsey County shall be responsible for costs and implementation of any corrections or changes necessary because of interference or other problems caused by this facility. The county shall make any such corrections or changes in a timely manner. Ramsey County shall be responsible only for their communications equipment.
  6. Verizon shall be responsible for costs and implementation of any corrections or changes necessary because of interference or other problems caused by their communications equipment.
  7. The applicant shall comply with the conditions noted in the engineering report by Steve Love dated February 13, 2014.
  8. The applicant shall provide written approval of this project by the St. Paul Regional Water Services since the proposal is on their site.
- B. Approve the plans date-stamped February 18, 2014 for the proposed equipment

building for Verizon Wireless to locate on the water tower site at the corner of Hillwood Drive and Sterling Street. 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 expanded use of the site with an additional building and equipment by Verizon Wireless.
3. The applicant shall revise the landscape plan to show the planting locations of the trees to be staggered into two rows, instead of a single row. The applicant shall also work with staff on increasing the number of trees to the landscape plan to bolster the screening provided. The minimum height of these trees shall be six feet tall. The applicant shall make sure to maintain these trees and keep them watered.
4. If the building project results in a need for a retaining wall at the base of the proposed pre-fabricated building due to grades, the applicant shall provide a detail of this wall for staff approval.
5. The proposed structure shall match the pattern and color of the existing structure.
6. The applicant shall comply with the conditions noted in the engineering report by Steve Love dated February 13, 2014.
7. 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.

Resolution 14-5-1068  
Conditional Use Permit Revision

WHEREAS, Verizon Wireless has applied for a conditional use permit revision be allowed to expand the wireless communications facility which is in place at the St. Paul Regional Water Services water tower site.

WHEREAS, Section 44-1327 of the city ordinances requires a conditional use permit for communications towers, including their support equipment, in residential zoning districts.

WHEREAS, this permit applies to the property located at the southwest corner of Hillwood Drive and Sterling Street. The legal description of this property is:

Outlot B, Beth Heights First Addition, according to the recorded plat in Section 12, Township 28, Range 22 in Ramsey County, Minnesota. (PIN 12-28-22-43-0012)

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

1. On March 18, 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 May 12, 2014, 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 Code of Ordinances.

2. The use would not change the existing or planned character of the surrounding area.

3. The use would not depreciate property values.

4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.

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

6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.

7. The use would not create excessive additional costs for public facilities or services.

8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.

9. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions:

1. All construction shall follow the site plan approved by the city date-stamped February 18, 2014. The director of community development may approve minor changes.

2. The proposed construction of the new antenna facility 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. Any antenna or equipment that is not used for a year shall be deemed abandoned and the city may require the owner to remove it.

5. Ramsey County shall be responsible for costs and implementation of any corrections or changes necessary because of interference or other problems caused by this facility. The county shall make any such corrections or changes in a timely manner. Ramsey County shall be responsible only for their communications equipment.

6. Verizon shall be responsible for costs and implementation of any corrections or changes necessary because of interference or other problems caused by their communications equipment.

7. The applicant shall comply with the conditions noted in the engineering report by Steve Love dated February 13, 2014.

8. The applicant shall provide written approval of this project by the St. Paul Regional Water Services since the proposal is on their site.

The Maplewood City Council approved this resolution on May 12, 2014.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Chris Swanson, Environmental Specialist  
Shann Finwall, Environmental Planner

**DATE:** May 19, 2015

**SUBJECT:** Approval to Accept 2015 Spring Clean Up Summary

### Introduction

The Spring Clean Up event was held on Saturday, April 18, 2015, at Aldrich Arena. The City worked with Tennis Sanitation, LLC, as the main contractor for this event. This memorandum summarizes the attendance and materials collected during the event.

### Background

#### **Clean Up Comparisons**

Following is a comparison of attendance and materials collected during clean up events since 2012.

Attendance and # of Items Collected	Year						
	2012		2013		2014		2015
	Spring	Fall	Spring	Clean Up Campaign	Spring	Clean Up Campaign	Spring
Attendance (# of vehicles)	260	266	252	312 pickup	550	333 pickup	<b>307</b>
Garbage /MSW	12.5 tons	5.94 tons	11.31 tons	25.4 tons	42.16 tons	19.285 Tons	<b>23.8 Tons</b>
Demo/Construction	31.19 tons	28.75 tons	7.83 tons	N/A	7.36 tons	N/A	<b>4.59 tons</b>
Appliances (#)	74	64	115	71	177	N/A	<b>60</b>
Tires (# at event)	32	17	18	20	40	N/A	<b>10</b>
Tires (# from illegal dumping and city vehicles)	182	192	152	172	152	N/A	<b>80</b>

Attendance and # of Items Collected	Year						
	2012		2013		2014		2015
	Spring	Fall	Spring	Clean Up Campaign	Spring	Clean Up Campaign	Spring
Electronic Waste	12,398 lbs	6,287 lbs	14,695 lbs	64 screens, 12 misc. electronics	302 screens, 24,002 lbs	N/A	<b>78 screens, 9,104 lbs</b>
Mattresses Recycled (#)	41	65	79	80	102	N/A	<b>51</b>
Furniture Collected for Reuse	9,000 lbs	6,000lbs	6,000 lbs	0	200 lbs	N/A	<b>1,000 lbs</b>
Carpet Recycled	800 lbs	4,750 lbs	2,315 lbs	0	3,410 lbs	N/A	<b>2,195 lbs</b>
Bicycles Collected for Reuse	1,250 lbs 54 bikes	1,600 lbs 64 Bikes	850 lbs 29 bikes	0	1,800lbs 73 bikes	N/A	<b>600 lbs 25 bikes</b>
Small Engines					9,000 lbs		<b>500 lbs</b>
Food/ Donations (Second Harvest Heartland)	22 lbs	76 lbs/ \$30	39 lbs	0	102 lbs \$50	N/A	<b>42 lbs</b>
Medicine – unwanted, expired, unused					74.5 lbs		<b>50 lbs</b>

### New Materials Collected

Paper Shredding: Residents were able to have their sensitive documents (old bank accounts, credit card statements, old medical records, etc.) shredded for free at the event. The City contracted with Shred It for this service. During the event the City collected 7,900 pounds of material for shredding and recycling. The large amount of materials collected reflects a positive response to this new service.

Car Seats: Residents were able to drop off children's car seats for free during the event. Regions Hospital inspected the car seats for safety. Unfortunately the six car seats that were collected did not pass the safety inspection, but were recycled or disposed of properly through the Spring Clean Up event.

### Volunteers and Staff

Thank you to the volunteers who donated their time and resources to the Spring Clean Up event including Mayor Slawik, Council Members Abrams and Juenemann, and Environmental and

Natural Resources Commissioners Trippler, Yingling, and Edmundson. Acknowledgement of Maplewood staff who worked during the event include Maplewood Police Officer Paul Bartz for organizing the medicine collection, the Maplewood Police Reserves for assisting with layout and traffic control, and the Environment and Economic Development and Public Works staff that assisted with the event.

### **2015 Fall Clean Up Campaign and 2016 Spring Clean Up**

The 2015 Fall Clean Up Campaign will be held throughout the month of October. The City will partner with Republic Services, the City's residential trash hauler, to collect bulky items curbside at a reduced rate.

The 2016 Spring Clean Up event is tentatively scheduled for April 23, 2016, at Aldrich Arena.

### **Budget Impact**

Since 2010 the City has subsidized approximately 60 percent of the disposal cost associated with the drop-off clean up events (an average of \$9,000 per event). The cost for the 2015 Spring Clean Up was \$10,376.22, which is funded through the City's recycling program.

### **SUMMARY**

No action is required on this item.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Shann Finwall, AICP, Environmental Planner  
Joe Ballandby, Minnesota GreenCorps Member

**DATE:** May 20, 2015

**SUBJECT:** Approval of a Memorandum of Understanding for the Implementation Phase of Partners in Energy

**Introduction**

Partners in Energy is a two-year community support service sponsored by Xcel Energy. The service offers communities the tools and resources necessary to develop and implement an energy action plan that outlines energy goals.

**Background**

On November 24, 2014, the City Council adopted a Memorandum of Understanding (MOU) for the Partners in Energy planning phase and the formation of an Energy Action Team. The Energy Action Team included a group of Maplewood residents, businesses, elected and appointed officials, and City staff committed to working on sustainability in the community.

January through March 2015 the Energy Action Team developed an energy action plan which outlined an energy vision and energy goals for action for the next 20 months (May 2015 through December 2016).

On April 27, 2015, the City Council approved the energy action plan. The plan is called "*Energize Maplewood!*" and can be viewed on the City's Partners in Energy webpage at [www.ci.maplewood.mn.us/pie](http://www.ci.maplewood.mn.us/pie).

**Discussion****Energy Action Plan**

*Energize Maplewood!* outlines two energy implementation focus areas to be implemented over the next 20 months including:

1. Direct outreach and energy coaching for high-profile businesses.
2. Energy education and public events to motivate residential energy awareness and conservation.

**Memorandum of Understanding – Implementation Phase**

Xcel Energy has prepared a MOU for the implementation phase of the Partners in Energy service project (Attachment 1). The MOU recognizes the City's achievement in developing a community-wide energy action plan and outlines how the City and Xcel Energy will continue to

work together to support the community in implementing the plan. Following is a summary of the MOU:

Xcel Energy agrees to:

- Assist with outreach to local businesses and institutions.
- Support development and delivery of an Energy Challenge.
- Provide tracking information for Xcel Energy program participation.
- Provide funding for an incremental intern position that will serve as the City's Energy Ambassador and have assigned duties associated with implementing *Energize Maplewood!*
- Recognize milestones in the development and implementation of the plan through support of educational signage that recognizes the efforts to save energy and develop renewable energy sources by the City.
- Providing general project management.

Maplewood agrees to:

- Support energy conservation and renewable energy choices in the City.
- Leverage the City's resources to communicate the plan.
- Support the development, coordination, and promotion of a series of energy clinics delivered through local home improvement stores or City facilities.
- Provide Xcel Energy an opportunity to review marketing materials to assure accuracy when incorporating the Xcel Energy logo or reference Xcel Energy's products of services.
- Share the collateral, energy action plan document, and implementation results from *Energize Maplewood!* with the public.

### **Budget Impact**

There is no cost to participate in the Partners in Energy implementation phase. The City is agreeing the energy actions outlined in the *Energize Maplewood!* energy action plan with resources and staffing.

### **Recommendations**

Approve the Memorandum of Understanding for the for the implementation phase of Partners in Energy.

### **Attachment**

1. Partners in Energy Implementation Memorandum of Understanding

## IMPLEMENTATION MEMORANDUM OF UNDERSTANDING

Mayor Nora Slawik  
City of Maplewood  
1830 County Road B East  
Maplewood, MN 55109

The intent of this Memorandum of Understanding is to recognize the achievement of the City of Maplewood, in successfully developing a community-wide energy action plan, now known as “Energize Maplewood!”. Northern States Power Company, doing business as Xcel Energy, through Partners in Energy has supported the development of “Energize Maplewood!”. This document will outline how the City of Maplewood and Xcel Energy will continue to work together to support the community as they implement “Energize Maplewood!”.

The term of this joint support, as defined in this document, will extend from May 1, 2015 until December 31, 2016. This is a voluntary agreement and not intended to be legally binding for either party.

### **Xcel Energy will support the City of Maplewood in achieving the goals of “Energize Maplewood!” by:**

- Assist with outreach to the local businesses and institutions.
  - Xcel Energy will provide a collateral packet and outline of talking points for business engagement. Specific target segments include auto dealerships, restaurants and churches.
  - Develop up to four case studies to use for recognition and outreach. Current plans are to identify a candidate from each segment above plus the City of Maplewood.
  - Provide guidance in the development of the recommissioning offering associated with the Green Building Code Incentive Program including application design and recommendation of a program structure that will leverage current Xcel Energy programs and maximize conservation.

**XCEL ENERGY PARTNERS IN ENERGY**

---

Memorandum of Understanding  
Implementation Phase

- Support development and delivery of an Energy Challenge to encourage energy conservation and renewable energy within the residence of Maplewood or those who are somehow engaged in the businesses and institutions of Maplewood, this includes those employed by the businesses within the City or members of organizations that operate within the City.
  - Xcel Energy will design the rules and structure of the Challenge. This will include a sign-up process, team identification and tracking, initial data intake and prize award structure.
  - Funding of up to \$1,500 for prizes for the Energy Challenge. This funding will be used for both team and individual awards.
  - Support development of promotions and publicity to communicate the parameters of the Energy Challenge and recognize winners.
- Provide tracking information for Xcel Energy program participation for both the businesses and residents of Maplewood. This will be used to track activity for the business and residential markets as well as report activity for the Energy Challenge.
- Provide funding for an incremental intern position with who will serve as the Energy Ambassador and have assigned duties associated with implementing “Energize Maplewood!”. Based on the current “Energize Maplewood” goals, funding will be capped at \$6,000 September 2015 through December 2016, and will be dependent on having a person employed by the City of Maplewood in this role. The position needs to be staffed for a minimum of 3 months with a minimum of 400 hours worked. Additional funding may be considered if this position is successful in supporting activity that results in incremental conservation beyond the energy action plan goals outlined below.
- Recognize milestones in the development and implementation of the energy action plan through support of signage that recognizes the efforts to save energy and develop renewable energy sources by the City of Maplewood. Details for this include:
  - A series of up to 10 signs that describe projects designed to promote sustainability in Maplewood and have a component that supports energy conservation, energy-efficiency or renewable energy.
  - In addition to a description of the project the signs will include the City of Maplewood logo and the Partners in Energy logo.
  - Final design will be approved by both the City of Maplewood and Xcel Energy.
  - Funding will average \$500 per sign up to \$5,000 total for the ten sign series.

**XCEL ENERGY PARTNERS IN ENERGY**

Memorandum of Understanding  
Implementation Phase

- One sign will be funded in June of 2015 (\$500), 3 signs will be funded in December of 2015 (\$1,500) if the Energy Challenge and the Recommissioning component of the Green Building Code Incentive Program have been launched, and 6 signs will be funded in December of 2016 if the City of Maplewood achieves an incremental 828,000 kWh and 45,250 therms of energy conservation. Funding will be provided at the time these goals are achieved if it is prior to December 2016.
- Providing general project management, including timeline management, newsletter support, stakeholder communications, maintenance of a shared Google Docs site, and marketing communications support. This is not anticipated to exceed 10 hours per month.

**The City of Maplewood commits to supporting “Energize Maplewood!” to the best of its ability by:**

- Supporting conservation and renewable energy choices in the City of Maplewood. Specifically:
  - In local businesses and institutions, sponsoring an incremental annual electricity savings of 400,000 kWh. This is anticipated to provide participating businesses an annual savings of \$1,750 annually.
  - Enrolling four or more participants in the Green Building Code Incentive Program to drive savings from building recommissioning and provide minimum conservation of 208,000 kWh and 12,000 therms.
  - In the residential segment, sponsoring an incremental annual electricity savings of 220,000 kWh and 33,250 therms. This is estimated to require 500 participants in energy conservation programs and save each participant an average of \$130 annually.
  - Increasing renewable energy subscriptions by an additional 267,000 kWh.
  - Motivating 40 additional residents to purchase efficient lighting for their home through education and promotion delivered via home improvement store energy clinics.
  - Recruiting participants for the “Energize Maplewood!” energy challenge. This includes leveraging City resources for communicating promotion and participation information.
- Leveraging the City of Maplewood’s resources to communicate the program parameters and updates regarding participation opportunities and results tracking. This will include but not be limited to the City’s web site and city newsletters.
- Supporting the development, coordination and promotion of a series of energy clinics delivered through local home improvement stores that focus on energy conservation projects or renewables. Content and curriculum may also be leveraged through the Maplewood Nature Center & Neighborhood Preserves.

**XCEL ENERGY PARTNERS IN ENERGY**

Memorandum of Understanding  
Implementation Phase

- Providing Xcel Energy an opportunity to review marketing materials to assure accuracy when they incorporate the Xcel Energy logo or reference Xcel Energy’s or any of its products or services.
- Sharing the collateral, energy action plan document, supporting work documents and implementation results from “Energize Maplewood!” with the public. The experience, successes and lessons learned from this community will inform others looking at similar or expanded initiatives.

All communications pertaining to this agreement shall be directed to Shann Finwall on behalf of the City of Maplewood and Tami Gunderzik on behalf of Xcel Energy.

Xcel Energy is excited about this opportunity to support City of Maplewood in advancing their goals around energy. The resources outlined above and provided through Partners in Energy are provided as a part of our commitment to the communities we serve and Xcel Energy’s support of energy-efficiency and renewables as important resources to meet your future energy needs.

**For the City of Maplewood:**

**For Northern States Power Company,  
d/b/a Xcel Energy:**

\_\_\_\_\_  
Nora Slawik  
Mayor

\_\_\_\_\_  
Pat Cline  
Director, Community Relations

Date:

Date:

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Shann Finwall, Environmental Planner  
Lois Knutson, Senior Administrative Assistant

**DATE:** May 19, 2015

**SUBJECT:** Approval of Resolution of Support for the Institutionalization of the Regional Indicators Initiative

### **Introduction**

The City Council will consider approving a resolution of support for the institutionalization of the Regional Indicators Initiative.

### **Background**

The Regional Indicators Initiative is managed by the Urban Land Institute of Minnesota. The initiative measures annual performance metrics for Minnesota cities committed to increasing their overall efficiency and level of sustainability. The project collects energy, water, travel, and waste data that reflect the activities of the people who live, work, learn, travel, visit, and play within each city's geographical boundaries. The greenhouse gas (GHG) emissions and costs associated with each of these indicators are also calculated, providing common metrics to compare the economic and environmental impacts of the indicators.

Recording these performance metrics is essential to promoting efficiency and sustainable change. It is also useful for reviewing the success of the state's GreenStep Cities program and progress toward meeting the state's energy efficiency and greenhouse gas reduction goals, as defined by the Minnesota Next Generation Energy Act of 2007.

The City of Maplewood has been participating in the Regional Indicators Initiative since November 2012 and is a GreenStep City participant. Visit the sustainability webpage at [www.ci.maplewood.mn.us/sustainability](http://www.ci.maplewood.mn.us/sustainability) for additional information on the City's involvement in Regional Indicators and GreenStep Cities.

### **Discussion**

The Regional Council of Mayors is recommending that elected leaders in the 11-county metropolitan region support the planned institutionalization of the Regional Indicators Initiative. The plan for institutionalization includes peer review of the project's methodology, creation of an automated online database, support for cities in using data to integrate energy planning into the comprehensive planning process, establishment of a utility repository for community scale energy data, collection of data for all cities and counties in Minnesota, and continued public tracking of data to measure progress toward city-, region-, and state-wide goals.

**Budget Impact**

No budget impacts to the City.

**Recommendation**

It is recommended that the City Council adopt the attached Resolution Supporting the Institutionalization of the Regional Indicators Initiative

**Attachment**

1. Resolution Supporting the Institutionalization of the Regional Indicators Initiative

**RESOLUTION  
REGIONAL INDICATORS INITIATIVE – INSTITUTIONALIZATION**

**Whereas**, the Regional Council of Mayors (“RCM”), is composed of the mayors of Minneapolis, St. Paul and 47 municipalities in the developed and developing suburbs. The collaborative partnership provides a non-partisan platform focused on building action strategies to raise overall economic competitiveness, accelerate innovation and improve the quality of life in the MSP region; and

**Whereas**, the Regional Indicators Initiative collects, analyzes, and makes publically available citywide environmental metrics (energy, water, travel, waste, and greenhouse gas emissions) for Minnesota cities; and

**Whereas**, the five-year plan for the institutionalization of the Regional Indicators Initiative includes: a peer review of the project’s methodology by a third party, the creation of an automated online database to manage the data, the collection of Regional Indicators data for all metropolitan area cities and counties, support for cities in using Regional Indicators data to integrate energy planning into the comprehensive planning process, the establishment of a utility repository for community scale energy data, the collection of Regional Indicators data for all cities and counties in the state of Minnesota, and the continued public tracking of Regional Indicators data to measure progress toward city-, region-, and state-wide goals;

**NOW, THEREFORE, BE IT RESOLVED**, that as elected leaders representing cities in Minnesota’s fast-growing 11-county metropolitan region, we hereby declare that we support the planned institutionalization of the Regional Indicators Initiative.

Mayor Nora Slawik, City of Maplewood, Minnesota

\_\_\_\_\_  
Signature

Adopted City Council Resolution

\_\_\_\_\_  
Date

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

**FROM:** Michael Thompson, Director of Public Works/City Engineer  
Scott Schultz, Fleet Superintendent

**DATE:** May 18, 2015

**SUBJECT:** Approve Purchase of Sanitary Sewer Lift Station Emergency Generator

**Introduction**

The 2015 capital outlay budget includes funding for the replacement of one sanitary sewer lift station emergency generator. Council approval is needed to move forward with this purchase.

**Background**

The city owns and operates two emergency generators used to power the nine sanitary sewer lift stations during power outages and other unforeseen emergencies.

The 1975 Caterpillar generator is due for replacement. The generator's age and high engine hours have increased repair costs and reduced reliability. Emergency generators are an important asset to the city in allowing the lift stations to operate during power outages to help minimize overflows and backups. The 1975 Caterpillar generator will be sent to state auction.

**Budget Impact**

The 2015 capital outlay budget identified \$75,000.00 under project # PW03.210 for this purchase. The following are costs associated for the replacement:

100kW Portable Generator \$73,475.00

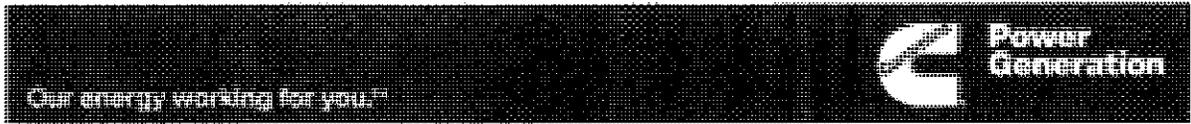
This is \$1,525.00 less than the estimated expenditure identified in the Sanitary Sewer fund. The remaining balance will be used for other equipment needs in 2015.

**Recommendation**

It is recommended that the City Council approve the purchase of the 100kW Portable Generator under **MN State Contract #0000244062** from Cummins NPower, LLC totaling **\$73,475.00**.

**Attachments**

1. Quote/Specs from Cummins Npower, LLC



**Quotation**

**Cummins NPower, LLC**  
**1600 Buerkle Road**  
**White Bear Lake MN 55110 United States**  
**Direct: 651-286-2125**  
**April 13, 2015**

**Project Name: City of Maplewood Portable**

**Quotation: DS085754**

Thank you for your inquiry. We are pleased to quote as follows:

		USD
Item	Description	Qty
	100kW Portable Generator Set	1
	<b>Diesel Genset: 60Hz-100kW</b>	
Install-US-Nonroad	U.S. EPA, Nonroad (Portable) Application	
100DSGAA	Genset-Diesel,60Hz,100kW	
	Duty Rating-Standby Power	
	Listing-UL 2200	
	Enclosure-Steel,Weather Protective,with ExhSys	
	Alternator-60Hz,12 Ld,Broad Rng,Full 1Ph Outp,125C	
	GENSET CONTROL-POWERCOMMAND 1.1	
	Exciter/Regulator-Pmg, 3 Phase Sensor	
	Control Mounting-Left Facing	
	Stop Switch-Emergency	
	Alarm-Audible, Engine Shutdown	
	Separator-Fuel/Water	
	Engine Starter - 12 VDC Motor	
	Battery Charging Alternator-Normal Output	
	Engine Cooling-High Ambient Air Temperature	
	Shutdown-Low Coolant Level	
	Extension-Engine Coolant Drain	
	Engine Coolant-50% Antifreeze, 50% Water Mixture	
	Coolant Heater-120 Volt Ac, Single Phase	
	Engine Air Cleaner-Heavy Duty	
	Engine Oil	
	Genset warranty- Base, Standby 2 years / 400 hours	
	Rack-Battery	
	Extension-Oil Drain	

TPEM Approval Required  
Battery Charger – 6A Trickle Charger

Generator Upfit  
Voltage-120/208,120/240, 277/480 all 3 Phase – Selector Switch  
Shore Power Connection for Coolant Heater and Battery Charger  
175Amp Breaker  
200Amp Breaker  
30' 4 Wire Cord with plug AP20458  
30' 4 Wire Cord with plug AP204512  
Camloc Distribution Panel  
Battery Disconnect Switch  
Fuel Tank – 100ga  
Twin Axel Trailer  
School Bus Yellow Paint.  
Rear Stabilizer Jacks  
Flat Bed Freight

1

**Grand Total \$73,475.00**

**Submitted by**



**Daniel Slagle , Power Generation  
daniel.c.slagle@Cummins.com**

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

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

**DATE:** May 14, 2015

**SUBJECT:** Approval of Resolution Approving Final Payment and Acceptance of Project, Fire Station 1 Improvements (South Fire Station), City Project 12-14

**Introduction**

The city council will consider approving the attached resolution approving final payment and acceptance of project for the Fire Station 1 Improvements, City Project 12-14.

**Background**

The council awarded a construction contract to Terra General Contractors for the Fire Station 1 Improvements, City Project 12-14 on December 19, 2013 in the amount of \$3,629,000.00. There have been three change orders to date with a total amount of \$94,609.50. These change resulted in a revised construction contract of \$3,723,609.50.

**Discussion**

The contractor, Terra General Contractors, has completed the project improvements. City staff and the project consultants have reviewed the work and deemed it acceptable. The contractor has also submitted all final project closeout documents required for final acceptance of the project.

**Budget Impact**

The final construction contract amount is \$3,723,609.50. No adjustment to the approved budget is needed.

**Recommendation**

Staff recommends that the council approve the attached Resolution Approving Final Payment and Acceptance of Project for the Fire Station 1 Improvements (South Fire Station), City Project 12-14.

**Attachments**

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

**RESOLUTION  
APPROVING FINAL PAYMENT AND ACCEPTANCE OF PROJECT  
PROJECT 12-14**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvements Project 12-14, Fire Station 1 Improvements (South Fire Station), and has let a construction contract, and

WHEREAS, the City Engineer for the City of Maplewood has determined that the Fire Station 1 Improvements (South Fire Station) Project 12-14 is complete and recommends acceptance of the project.

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

City Project 12-14 is complete and maintenance of this improvement is accepted by the City; the final construction cost is \$3,723,609.50. Final payment to Terra General Contractors and the release of any retainage or escrow is hereby authorized.

Adopted by the Maplewood City Council on this 26th day of May 2015.

**APPLICATION FOR PAYMENT  
PAYMENT NO. 12 - FINAL**

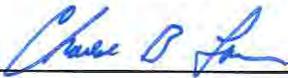
City Contract: 12-14  
 Owner: City of Maplewood  
 Contractor: Terra General Contractors  
 Project: Maplewood Fire Department South Station

Application Date: 5/14/2015  
 For Period Ending: 3/31/2015

Original Contract Amount:	\$	3,629,000.00
Contract Amendments:	\$	94,609.50
Contract Amount to Date:	\$	3,723,609.50
Total Amount of Work Completed to Date:	\$	3,723,609.50
Material Stored On-Site but not in Work:		
Gross Amount Due to Date:	\$	3,723,609.50
Less 0.00% Retainage:		
Amount Due to Date:	\$	3,723,609.50
Less Previous Payments:	\$	3,686,373.40
<b>Total Due This Application:</b>	<b>\$</b>	<b>37,236.10</b>

The Work on this project and application for payment have been reviewed and the amount shown is recommended for payment.

Engineer: KIMLEY-HORN AND ASSOCIATES, INC

By: 

Date: 5/14/15

APPROVED FOR PAYMENT

Owner: CITY OF MAPLEWOOD

By:

Date:

**PAYMENT HISTORY**

Payment No.	Payment End-Date	Payment Application Date	Amount	Site Improvements	Fire Station Building
1	2/28/2014	3/11/2014	\$ 120,702.73	\$ 8,372.90	\$ 112,329.83
2	3/31/2014	4/8/2014	\$ 65,602.25	\$ 32,500.00	\$ 33,102.25
3	4/30/2014	5/6/2014	\$ 334,368.25	\$ 97,500.00	\$ 236,868.25
4	5/31/2014	6/2/2014	\$ 209,055.10	\$ 35,000.00	\$ 174,055.10
5	6/27/2014	7/7/2014	\$ 335,668.41	\$ 30,845.55	\$ 304,822.86
6	7/31/2014	8/5/2014	\$ 489,035.17	\$ 14,822.96	\$ 474,212.21
7	8/31/2014	9/3/2014	\$ 1,008,957.95	\$ 123,908.50	\$ 885,049.45
8	9/30/2014	10/1/2014	\$ 641,158.80	\$ 157,336.14	\$ 483,822.66
9	10/31/2014	11/11/2014	\$ 290,755.95	\$ 139,389.70	\$ 151,366.25
10	11/30/2014	12/3/2014	\$ 13,603.05		\$ 13,603.05
11	12/31/2014	1/27/2015	\$ 177,465.74	\$ 22,328.34	\$ 155,137.40
12	3/31/2015	5/14/2015	\$ 37,236.10	6686.91	30549.19
Total Payments:			\$ 3,723,609.50	\$ 668,691.00	\$ 3,054,918.50

**CONTRACT AMENDMENT HISTORY**

Change Order No.	Change Order Approval Date	Change Order Payment Date	Amount
1	6/9/2014	7/7/2014	\$ 47,554.00
2	9/22/2014	10/1/2014	\$ 17,033.00
3	1/26/2015	1/27/2015	\$ 30,022.50
4			
5			
6			
7			
8			
9			
10			
11			
Total Change Order:			\$ 94,609.50



# AIA Document G702™ - 1992

## Application and Certificate for Payment

**TO OWNER:** City of Maplewood  
1830 County Road B East  
Maplewood MN 55109

**PROJECT:** Maplewood Fire Department South Station  
Maplewood MN

**APPLICATION NO:** 14-391-012  
**PERIOD TO:** March 31, 2015  
**CONTRACT FOR:** General Construction

**FROM:** Terra General Contractors  
CONTRACTOR: 21025 Commerce Blvd. Ste 100  
Rogers MN 55374

**VIA ARCHITECT:** Kimley-Horn & Associates  
2550 University Avenue West Ste 238N  
St Paul MN 55114

**Distribution to:**  
OWNER: X  
ARCHITECT: X  
CONTRACTOR: X  
FIELD:  
OTHER:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM ..... \$ 3,629,000.00
- 2. NET CHANGE BY CHANGE ORDERS ..... \$ 94,609.50
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 3,723,609.50
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 3,723,609.50

#### 5. RETAINAGE:

- a. 0 % of Completed Work (Column D + E on G703) ..... \$ 0.00
- b. 0 % of Stored Material (Column F on G703) ..... \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 3,723,609.50  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 3,686,373.40  
(Line 6 from prior Certificate)

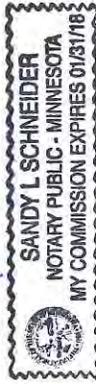
8. CURRENT PAYMENT DUE ..... \$ 37,236.10

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) ..... \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 94,609.50	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 94,609.50</b>	<b>\$ 0.00</b>
NET CHANGES by Change Order	\$	94,609.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** *Maplewood*  
By: \_\_\_\_\_  
State of: Minnesota  
County of: Hennepin  
Subscribed and sworn to before me this 21<sup>ST</sup> day of April, 2015  
Date: 4/21/15



Notary Public: Sandy L. Schneider  
My Commission expires: January 31, 2018

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 37,236.10  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** *Greenwich*  
By: *Chris B. Johnson*  
Date: 5/14/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes:



# AIA Document G703™ - 1992

## Continuation Sheet

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Application NO: 14-391-012  
 Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, APPLICATION DATE: 04/20/2015  
 containing Contractor's signed certification is attached. PERIOD TO: 03/31/2015  
 Use Column I on Contracts where variable retainage for line items may apply. ARCHITECT'S PROJECT NO: 122961

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Conditions	115,890.55	115,890.55	0.00	0.00	0.00	115,890.55	100.00 %	0.00
	Bonds & Insurance	107,055.50	107,055.50	0.00	0.00	0.00	107,055.50	100.00 %	0.00
	Shop Drawings	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00 %	0.00
	Mobilization	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00 %	0.00
	Earthwork	255,100.00	255,100.00	0.00	0.00	0.00	255,100.00	100.00 %	0.00
	Utilities	50,430.00	50,430.00	0.00	0.00	0.00	50,430.00	100.00 %	0.00
	Fencing	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	100.00 %	0.00
	Landscaping	44,300.00	44,300.00	0.00	0.00	0.00	44,300.00	100.00 %	0.00
	Asphalt Paving	83,000.00	83,000.00	0.00	0.00	0.00	83,000.00	100.00 %	0.00
	Polished Concrete	13,461.25	13,461.25	0.00	0.00	0.00	13,461.25	100.00 %	0.00
	Concrete Curb and Gutter	21,923.00	21,923.00	0.00	0.00	0.00	21,923.00	100.00 %	0.00
	Concrete Reinforcing	37,910.00	37,910.00	0.00	0.00	0.00	37,910.00	100.00 %	0.00
	Cast-In-Place Concrete	235,135.00	235,135.00	0.00	0.00	0.00	235,135.00	100.00 %	0.00
	Architectural Precast Concrete	32,660.00	32,660.00	0.00	0.00	0.00	32,660.00	100.00 %	0.00
	Unit Masonry	514,260.00	514,260.00	0.00	0.00	0.00	514,260.00	100.00 %	0.00
	Concrete Paving	107,709.00	107,709.00	0.00	0.00	0.00	107,709.00	100.00 %	0.00
	Pre-Cast Structural Concrete	17,377.00	17,377.00	0.00	0.00	0.00	17,377.00	100.00 %	0.00
	Structural Steel	55,424.58	55,424.58	0.00	0.00	0.00	55,424.58	100.00 %	0.00
	Joist & Deck	74,564.42	74,564.42	0.00	0.00	0.00	74,564.42	100.00 %	0.00

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
	Misc. Metals	16,824.00	16,824.00	0.00	0.00	0.00	16,824.00	100.00 %	0.00
	Steel Installation	43,600.00	43,600.00	0.00	0.00	0.00	43,600.00	100.00 %	0.00
	Rough Carpentry	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	100.00 %	0.00
	Interior Arch Woodwork	44,920.00	44,920.00	0.00	0.00	0.00	44,920.00	100.00 %	0.00
	Air & Vapor Barrier	28,200.00	28,200.00	0.00	0.00	0.00	28,200.00	100.00 %	0.00
	Metal Roofing & Wall Panels	19,875.00	19,875.00	0.00	0.00	0.00	19,875.00	100.00 %	0.00
	Roofing & Sheetmetal	111,900.00	111,900.00	0.00	0.00	0.00	111,900.00	100.00 %	0.00
	Joint Sealers	7,177.00	7,177.00	0.00	0.00	0.00	7,177.00	100.00 %	0.00
	4-Fold Doors	224,772.00	224,772.00	0.00	0.00	0.00	224,772.00	100.00 %	0.00
	Doors & Hardware	50,925.08	50,925.08	0.00	0.00	0.00	50,925.08	100.00 %	0.00
	Doors & Hardware Labor	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	100.00 %	0.00
	Storefronts/Windows /Glass Shops	23,466.00	23,466.00	0.00	0.00	0.00	23,466.00	100.00 %	0.00
	Storefronts/Windows /Glass Material	23,467.00	23,467.00	0.00	0.00	0.00	23,467.00	100.00 %	0.00
	Storefronts/Windows /Glass Labor	23,467.00	23,467.00	0.00	0.00	0.00	23,467.00	100.00 %	0.00
	Gypsum Board	79,969.00	79,969.00	0.00	0.00	0.00	79,969.00	100.00 %	0.00
	Flooring	35,355.00	35,355.00	0.00	0.00	0.00	35,355.00	100.00 %	0.00
	Acoustical Ceiling	21,075.00	21,075.00	0.00	0.00	0.00	21,075.00	100.00 %	0.00
	Seal Floor	3,570.00	3,570.00	0.00	0.00	0.00	3,570.00	100.00 %	0.00
	Painting	34,782.00	34,782.00	0.00	0.00	0.00	34,782.00	100.00 %	0.00
	Visual Display Boards	830.22	830.22	0.00	0.00	0.00	830.22	100.00 %	0.00
	Signage	18,566.12	18,566.12	0.00	0.00	0.00	18,566.12	100.00 %	0.00
	Public Safety	17,000.00	17,000.00	0.00	0.00	0.00	17,000.00	100.00 %	0.00

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 User Notes: (1298219347)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
	Equipment								
	F.E.	848.43	848.43	0.00	0.00	0.00	848.43	0.00	0.00
	Flagpole	2,329.97	2,329.97	0.00	0.00	0.00	2,329.97	0.00	0.00
	Toilet Accessories	6,390.00	6,390.00	0.00	0.00	0.00	6,390.00	0.00	0.00
	Equipment	9,618.75	9,618.75	0.00	0.00	0.00	9,618.75	0.00	0.00
	Food Service Equipment	3,750.00	3,750.00	0.00	0.00	0.00	3,750.00	0.00	0.00
	Roller Shades	2,590.00	2,590.00	0.00	0.00	0.00	2,590.00	0.00	0.00
	Bike Rack	603.11	603.11	0.00	0.00	0.00	603.11	0.00	0.00
	Rooflop Units	14,379.00	14,379.00	0.00	0.00	0.00	14,379.00	0.00	0.00
	Unit Heaters	4,600.00	4,600.00	0.00	0.00	0.00	4,600.00	0.00	0.00
	Grills, Exhaust Fans, Make-Up Air	26,470.00	26,470.00	0.00	0.00	0.00	26,470.00	0.00	0.00
	Sheetmetal Labor	72,921.00	72,921.00	0.00	0.00	0.00	72,921.00	0.00	0.00
	Fire Sprinkler Design	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
	Fire Sprinkler Labor	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00
	Fire Sprinkler Material	6,145.00	6,145.00	0.00	0.00	0.00	6,145.00	0.00	0.00
	Plumbing/Piping Bonds/Permits	8,180.00	8,180.00	0.00	0.00	0.00	8,180.00	0.00	0.00
	Plumbing/Piping GCs	8,800.00	8,800.00	0.00	0.00	0.00	8,800.00	0.00	0.00
	Below Ground Drain	65,650.00	65,650.00	0.00	0.00	0.00	65,650.00	0.00	0.00
	Above Ground Drain	53,110.00	53,110.00	0.00	0.00	0.00	53,110.00	0.00	0.00
	Plumbing Piping	83,950.00	83,950.00	0.00	0.00	0.00	83,950.00	0.00	0.00
	Plumbing Equipment	87,680.00	87,680.00	0.00	0.00	0.00	87,680.00	0.00	0.00
	Heat/Cool Piping	17,910.00	17,910.00	0.00	0.00	0.00	17,910.00	0.00	0.00
	Heat/Cool Equipment	29,470.00	29,470.00	0.00	0.00	0.00	29,470.00	0.00	0.00
	Insulation	12,250.00	12,250.00	0.00	0.00	0.00	12,250.00	0.00	0.00

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	Elec Materials	49,505.00	49,505.00		0.00	0.00	49,505.00	100.00 %	0.00	0.00
	Elec Permits/Inspections	1,750.00	1,750.00		0.00	0.00	1,750.00	100.00 %	0.00	0.00
	Elec Mobilization	15,282.00	15,282.00		0.00	0.00	15,282.00	100.00 %	0.00	0.00
	Elec Temp Power	5,000.00	5,000.00		0.00	0.00	5,000.00	100.00 %	0.00	0.00
	Elec Rough-In Wiring	73,559.00	73,559.00		0.00	0.00	73,559.00	100.00 %	0.00	0.00
	Elec Finish Wiring/Trim out	10,200.00	10,200.00		0.00	0.00	10,200.00	100.00 %	0.00	0.00
	Elec Light Fixtures	96,750.00	96,750.00		0.00	0.00	96,750.00	100.00 %	0.00	0.00
	Elec Distribution Equip	19,082.00	19,082.00		0.00	0.00	19,082.00	100.00 %	0.00	0.00
	Generator	46,600.00	46,600.00		0.00	0.00	46,600.00	100.00 %	0.00	0.00
	Phone/Data	16,040.00	16,040.00		0.00	0.00	16,040.00	100.00 %	0.00	0.00
	Fire Alarm	13,260.00	13,260.00		0.00	0.00	13,260.00	100.00 %	0.00	0.00
	IIP CCTV System	10,630.00	10,630.00		0.00	0.00	10,630.00	100.00 %	0.00	0.00
	Signal System Rough-in	20,356.02	20,356.02		0.00	0.00	20,356.02	100.00 %	0.00	0.00
	Signal System Flasher System	11,200.00	11,200.00		0.00	0.00	11,200.00	100.00 %	0.00	0.00
	Change Order 001	16,851.00	16,851.00		0.00	0.00	16,851.00	100.00 %	0.00	0.00
	Change Order 002	30,703.00	30,703.00		0.00	0.00	30,703.00	100.00 %	0.00	0.00
	Change Order 003	7,335.00	7,335.00		0.00	0.00	7,335.00	100.00 %	0.00	0.00
	Change Order 004	9,698.00	9,698.00		0.00	0.00	9,698.00	100.00 %	0.00	0.00
	Change Order 005	30,022.50	30,022.50		0.00	0.00	30,022.50	100.00 %	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$3,723,609.50</b>	<b>\$3,723,609.50</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,723,609.50</b>	<b>100.00 %</b>	<b>\$0.00</b>	<b>\$0.00</b>

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**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

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

**DATE:** May 8, 2015

**SUBJECT:** Approval to Authorize Final Payment for Storm Sewer Repair at 2567 Mayer Lane

**Introduction**

City Council approved Capra's Utilities to perform the necessary storm sewer repairs at the October 13, 2014 council meeting in the amount of \$40,256.28.

**Background**

The storm sewer system located adjacent to 2567 Mayer Lane failed during the heavy rainfall events from June 2014. Two estimates had been obtained and council approved Capra's Utilities to perform the work based on their estimate of \$40,256.28. During the project it was determined and additional manhole structure was necessary which increased the overall project cost.

Capra's Utilities completed work and submitted the final invoice for payment in the amount of \$45,488.78.

**Budget Impact**

The \$40,256.28 was reimbursed and received from FEMA. The additional funds, \$5,232.50, are available in the 2015 approved operations budget under 604-512 "fees for service."

**Recommendation**

Staff recommends that the council authorize final payment to Capra's Utilities in the amount of \$45,488.78.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

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

**DATE:** May 18, 2015

**SUBJECT:** Approval of Gas Franchise Ordinances

- a. Approval of First Reading of Revised Gas Franchise Ordinance
- b. Approval of First Reading of New Gas Franchise Fee Ordinance to Fund Additional Road Repairs

**Introduction**

The City Council will consider approval of a first reading for two ordinances. The first ordinance is a revised Gas Franchise Ordinance (*Attachment 1*) and the second is a new Gas Franchise Fee Ordinance (*Attachment 2*). The notice of first reading for both ordinances was published in the local newspaper on May 13 and 20, 2015. The revised Gas Franchise Ordinance is required because it requires language about the implementation of a Gas Franchise Fee Ordinance through separate ordinance. The revised Gas Franchise Ordinance would supersede the current one, Ordinance 853, which was passed on September 27, 2004. This is consistent with past practice in how the Electric Franchise Ordinance and Electric Franchise Fee Ordinance were treated.

**Background**

On October 2, 2014, the city held an open house at the Londin Lane fire station to discuss the concern about deteriorating road conditions and the desire to accelerate repairs beyond the city's currently adopted 5-year improvement plan (CIP). This meeting was a result of a grass roots effort by citizens in the south leg of Maplewood. During the meeting the idea of a franchise fee was raised as an option to help fund the fixing of more streets. The information related to that open house can be found in *Attachment 9*.

At the November 10, 2014 city council workshop, staff presented the idea of a gas franchise fee to help fund local street repairs. The workshop presentation included information on the pros and cons of a franchise fee and how the franchise fee revenue would greatly improve the overall condition of Maplewood's streets. A copy of this PowerPoint presentation can be found as *Attachment 10*.

In addition, it was identified what a typical Xcel gas customer would pay per month to generate the revenue of \$470,000 per year to allow an additional 2-3 miles of street to be repaired. The proposed fee table is shown in the table below:

<b>Rate Classification</b>	<b>Gas Franchise Fee Amount Per Premise</b>
Residential	\$ 2.50
Commercial Non Demand	\$ 6.00
Commercial Demand	\$ 75.00
Small Interruptible	\$ 50.00
Medium and Large Interruptible	\$ 100.00

According to Xcel Energy there are about 22 users in the city that would fall into a category outside the Residential and Commercial Non Demand (\$50.00-\$100.00 per month). There are about 1,000 Commercial Non Demand users (\$6.00 per month), with the remaining users defined as Residential (\$2.50 per month), which is over 12,000 users.

Staff coordinated with the Xcel Energy representative to gather the comparative data regarding similar suburban cities and associated franchise fee structure on the gas utility. As shown in the *Attachment 5* a number of cities collect a franchise fee to help pay for city related programs and costs. Cities in this area that have already have implemented what Maplewood is now considering are Forest Lake, Cottage Grove, Bayport, Afton, Newport, Saint Paul, North St. Paul, Oakdale, and South St. Paul.

#### Public Outreach Summary

City staff has worked to gather public input through public meetings, news articles, webpage publication, a MindMixer survey, and City Council Workshops. The following is a summary of the different public outreach activities to date:

- Regular Website Updates – Franchise Fee Proposal under Projects Pull Down Menu
- October 2, 2014 – Open House
- November 10, 2014 – City Council Workshop
- December 1, 2014 – Article in Citywide Newsletter
- December 16, 2014 – Open House
- January 14, 2015 – Article in Maplewood Review about Proposal
- February 9, 2015 – City Council Workshop
- February 23, 2015 – MindMixer Survey Begins
- March 30, 2015 – MindMixer Survey Ends
- April 29, 2015 – Article in Maplewood Review about Proposal and Date
- May 1, 2015 – Article in Citywide Newsletter
- May 13, 2015 – First Reading/Public Hearing Notice in Maplewood Review
- May 20, 2015 – First Reading/Public Hearing Notice in Maplewood Review
- May 26, 2015 – First Reading/Public Hearing

During the second City Council workshop on February 9, 2015 staff was requested to provide an update on public feedback to date along with comparative data on city taxes and franchise fees. This information was previously provided to council and can be found in *Attachment 6*.

The MindMixer results are shown below (23 in favor, 10 opposed, and 2 as maybe):



The following is the comprehensive results of public input (open house, phone calls, and e-mails):

**Yes** – **33 votes**  
**No** – **21 votes**  
**Maybe** – **5 votes**

The summary of the e-mails and phone calls received as of May 18, 2015 can be found in *Attachment 4*.

### **Discussion**

There are varying opinions on this topic, however, to date more have been in favor than opposed. It is important to remember the underlying reason for this proposal being that residents are requesting the City to expand the number of street repair projects. The franchise fee will generate revenue of approximately \$470,000 per year that will be put directly back into fixing streets. This is specifically written into the proposed ordinance. The first area in need of these accelerated improvements is in the south leg where the pavement stripping issues are prevalent. However, this proposed additional investment will reach all other parts of the city over the coming years through preservation and repair projects including mill and overlays, full depth reclaim, and fog seals for example. The Franchise Fee Ordinance is proposed to sunset after 20 years which will allow all areas of the City to benefit from this additional investment.

A number of questions were asked about special assessments and fairness concerns. To reiterate special assessments will continue to be used even on projects where franchise fee revenue is expended. What we heard from residents is more projects must be done and there was no support for substituting funding sources. There were also many opinions shared from those that have recently been assessed for projects; that it would be unfair to not levy special assessments on new projects as this was not consistent with the City's approach that all properties must make an overall investment into the roadway system through special assessments.

The League of Minnesota Cities published an article about the use of franchise fees and various pros and cons. This article can be found in *Attachment 7*.

If this proposal is not passed the city will maintain its current 5 year CIP and additional street repairs will not be viable unless the city cuts other services, takes on additional debt through issuance of bonds, or raises the tax levy.

*Attachment 3* is an estimate on the additional streets that would be fixed in the next five years assuming the focus is the pavement stripping problems, and that a full depth reclaim is required due to extensive pavement damage. If, in some cases, a mill and overlay treatment is warranted, which is cheaper, it may allow for expanded project areas. If the franchise fee is approved then due diligence would begin in collecting pavement coring samples and obtaining a geotechnical analysis to accurately develop the “additional investment CIP program.”

### **Budget Impact**

This would affect all users of Xcel gas as listed in the premises fee schedule:

<b>Rate Classification</b>	<b>Gas Franchise Fee Amount Per Premise</b>
Residential	\$ 2.50
Commercial Non Demand	\$ 6.00
Commercial Demand	\$ 75.00
Small Interruptible	\$ 50.00
Medium and Large Interruptible	\$ 100.00

### **Recommendation**

It is recommended that the City Council approve the first reading for the **Revised Gas Franchise Ordinance**. It is additionally recommended that the City Council approve the first reading of the **New Gas Franchise Fee Ordinance**. These approvals require two separate motions and approvals.

### **Attachments**

1. Revised Gas Franchise Ordinance
2. New Gas Franchise Fee Ordinance
3. Additional Projects Able to Be Completed in Next 5 Years
4. Stakeholder Feedback/Comments as of May 18, 2015
5. Franchise Fees of Other Cities
6. Comparative Data with nearby Cities (Taxes/Fees)
7. League of MN Cities Article on Franchise Fees
8. December 16, 2014 Open House Summary
9. Recap of Open House at Fire Station (October 9, 2014)
10. November 10, 2014 Workshop Presentation

ORDINANCE NO. XXX  
(Supersedes Ordinance No. 853)

An ordinance granting to Northern States Power Company, a Minnesota Corporation, D/B/A/ Xcel Energy its successors and assigns, permission to erect a gas distribution system for the purposes of constructing, operating, repairing and maintaining in the City of Maplewood, Minnesota, the necessary gas pipes, mains and appurtenances for the transmission or distribution of gas to the City and its inhabitants and others and transmitting gas into and through the City and to use the public ways and public grounds of the City for such purposes.

**THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, RAMSEY COUNTY, MINNESOTA, DOES ORDAIN:**

**SECTION 1. DEFINITIONS.**

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

**City.** The City of Maplewood, County of Ramsey, State of Minnesota.

**City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.

**Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government which preempts all or part of the authority to regular Gas retail rates now vested in the Minnesota Public Utilities Commission.

**Company.** Northern State Power Company, a Minnesota corporation, d/b/a/ Xcel Energy its successors and assigns.

**Gas.** "Gas" as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.

**Gas Facilities.** Pipes, mains, regulators, and other facilities owned or operated by Company for the purpose of providing gas service for public use.

**Notice.** A written notice served by one party on the other party referencing one or more provision of this Ordinance. Notice to Company shall be mailed to the General Counsel, 414 Nicollet Mall, 5<sup>th</sup> Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Clerk, City Hall, 1830 East County Rd B, Maplewood, MN 55109. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

**Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

**Public Way.** Any street, alley, walkway or other public right-of-way within the City.

**SECTION 2. ADOPTION OF FRANCHISE.**

2.1 Grant of Franchise. City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish Gas energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 Effective Date; Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 Service and Rates. The service to be provided and the rates to be charged by Company for Gas service in City are subject to the jurisdiction of the Commission.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

**SECTION 3. LOCATION, OTHER REGULATIONS.**

3.1 Location of Facilities. Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Gas Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground gas facilities in place,

provided, at City's request, Company will remove abandoned metal pipe interfering with a City improvement project, but only to the extent such metal pipe is uncovered by excavation as part of the City's improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities work. Company may, however, open and disturb any Public Way or Public Ground without permission from the City where an emergency exists requiring the immediate repair of Gas Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Way or Public Ground, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Way or Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City' permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Gas Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Ways or Public Ground where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Ways and Public Grounds upon which the improvements are to be made, (iii) the extent of the improvement, (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Ground is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Gas Facilities.

## **SECTION 4. RELOCATIONS.**

4.1 Relocation of Gas Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Gas Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Gas Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Gas Facilities, which was made at Company expense, the City shall reimburse Company for Non-Betterment Costs on a time and materials basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Gas Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Gas Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provision of this franchise apply only to facilities constructed in the reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Way or Public Ground was established, or Company's rights under state or county permit.

## **SECTION 5. TREE TRIMMING.**

Company is also granted permission and authority to trim all shrubs and trees, including roots, in the Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of Gas Facilities, provided that Company shall save City harmless from any liability in the premises.

## **SECTION 6. INDEMNIFICATION.**

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

## **SECTION 7. VACATION OF PUBLIC WAYS.**

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

## **SECTION 8. CHANGE IN FORM OF GOVERNMENT.**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, assent and consent to all of the rights and obligations of the City provided in this Ordinance.

## **SECTION 9. FRANCHISE FEE.**

9.1 Fee Schedule. During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee, for the sole purpose of recovering the cost to maintain and operate streets, sidewalk, and trails, by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed the following amounts:

<u>Class</u>	<u>Fee Per Premise Per Month</u>
Residential	\$2.50
Commercial Firm Non-Demand	\$6.00
Commercial Firm Demand	\$75.00
Small Interruptible	\$50.00
Medium and Large Interruptible	\$100.00

9.2 Separate Ordinance. The franchise fee shall be imposed by separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 Terms Defined. For the purpose of this Section 9, the following definitions apply:

9.3.1 “Customer Class” shall refer to the classes listed on the Fee Schedule and as defined or determined in Company’s gas tariffs on file with the Commission.

9.3.2 “Fee Schedule” refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its gas tariffs after the effective date of this franchise agreement.

9.4 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for gas service in each class. The payment shall be due the last business day of the month following the period for which the payment is made.

The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for gas service in excess of the amounts specifically permitted by this Section 9. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for gas service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of the energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purposes of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

## **SECTION 10. PROVISIONS OF ORDINANCE.**

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

## **SECTION 11. AMENDMENT PROCEDURE.**

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be

amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

**SECTION 12. PREVIOUS FRANCHISES SUPERSEDED**

This franchise supersedes any previous Gas franchise granted to Company or its predecessor.

PASSED BY THE MAPLEWOOD CITY COUNCIL ON THIS 26<sup>TH</sup> DAY OF MAY 2015

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE IMPLEMENTING A GAS SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS SERVICE WITHIN THE CITY OF MAPLEWOOD.

THE CITY COUNCIL OF THE CITY OF MAPLEWOOD DOES ORDAIN:

**SECTION 1.** The City of Maplewood Municipal Code is hereby amended to include reference to the following Special Ordinance.

**Subdivision 1. Purpose.** The Maplewood City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide gas services within the City of Maplewood.

- (a) Pursuant to City Ordinance a Franchise Agreement between the City of Maplewood and Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns, in an amount and fee design as set forth in Section 9 of the Northern States Power Company Franchise and in the fee schedule attached hereto as Schedule A.

**Subdivision 2. Franchise Fee Statement.** A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, its successors and assigns, under its gas franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the Xcel Energy October, 2015 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for gas service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

**Subdivision 3. Payment.** The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9.4 of the Franchise.

**Subdivision 4. Surcharge.** The City recognizes that the Minnesota Public Utilities Commission allows the utility company to add a surcharge to customer rates to reimburse such utility company for the cost of the fee and that Xcel Energy will surcharge its customers in the City the amount of the fee.

**Subdivision 5. Record Support for Payment.** Xcel Energy shall make each payment when due and, if required by the City, shall provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

**Subdivision 6. Enforcement.** Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

**Subdivision 7. Effective Date of Franchise Fee.** The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to Xcel Energy by certified mail. Collection of the fee shall commence as provided above.

**Subdivision 8. Sunset Date of Franchise Fee.** The termination of this Ordinance shall take effect on December 31, 2035. Changes or adjustments to terms of this Ordinance shall follow the process outlined in Subdivision 11 of the Franchise Agreement.

**Subdivision 9. City Use and Reporting of Franchise Fee Revenue.** The City shall deposit said franchise fee revenue into a city fund titled “Street Use Revitalization Fund (SURF)” of which all franchise fee proceeds shall be used for the specific use of preserving and repairing city streets including, but not limited to, methods such as crack seal, fog seal, mill and overlay, hot in place recycle, cold in place recycle, and full depth reclamation. Each year the City shall prepare and publish a report detailing the additional preservation and repair projects able to be completed with said franchise revenue.

Passed and approved: \_\_\_\_\_, 2015.

\_\_\_\_\_  
*Mayor*

Attest:

\_\_\_\_\_  
*City Clerk*

SEAL

SCHEDULE A

**Franchise Fee Rates:**

Gas Utility

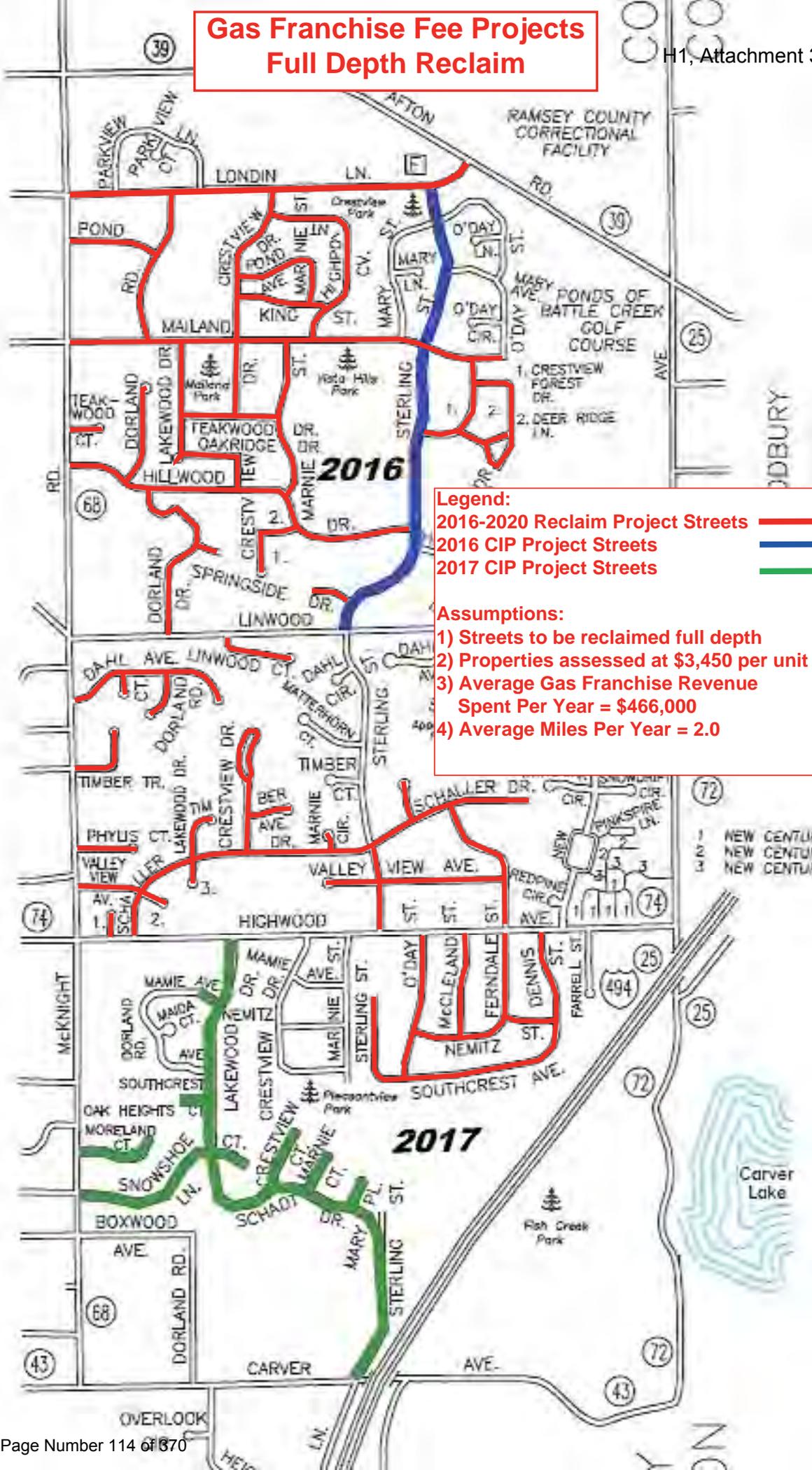
The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<b>Rate Classification</b>	<b>Gas Franchise Fee Amount Per Premise</b>
Residential	\$ 2.50
Commercial Non Demand	\$ 6.00
Commercial Demand	\$ 75.00
Small Interruptible	\$ 50.00
Medium and Large Interruptible	\$ 100.00

Franchise fees are to be collected by the Utility at the rate listed below, and submitted to the City on a quarterly basis as follows:

- January – March collections due by April 30.
- April – June collections due by July 31.
- July – September collections due by October 31.
- October – December collections due by January 31.

# Gas Franchise Fee Projects Full Depth Reclaim



City of Maplewood, MN

Proposed Gas Franchise Fee to Pay for Additional Street Repairs

Phone Call and E-mail Feedback as of May 18, 2015

	<u>Date</u>	<u>In favor?</u>	<u>Comments</u>
1	10/7/2014	Maybe	Should have franchise on discretionary cable tv, not gas utility
2	10/13/2014	Yes	All must pay including non-profits. Was supportive but said all need to pay because some don't even pay property taxes now
3	12/8/2014	No	Did not like the fee on the utility bill
4	12/9/2014	Yes	Agree with alternative fee of 2.50 per month.
5	12/10/2014	No	Wanted more info on the fee. Reviewed and said she does want the fee...city must live within means
6	12/10/2014	Yes	Headed in right direction. A no brainer.
7	2/13/2015	Yes	I am all in as long as some of the funds go to preventative maintenance also. Xcel bill seems like a fair way to collect
8	2/26/2015	Maybe	Maybe supportive if the roads "in my area" are repaired/fixd. No interest in paying if roads fixed somewhere else in Maplewood
9	3/3/2015	No	Does not want the franchise fee. City should trim costs to help pay for roads. Should publish again in newsletter and put at front desk
10	4/22/2015	No	Wants to know if people don't have to pay assessments. Has concerns even if fee is not a lot since it stills adds up along with other fees/taxes:
11	4/22/2015	Yes	Adamantly opposed to the franchise fee per e-mail but changed mind after learning more
12	4/24/2015	No	Unhappy. Double taxed on private roads.
13	4/24/2015	Yes	In strong favor of franchise fee instead of assessment or higher property taxes
14	4/24/2015	Maybe	Has a number of questions.
15	4/29/2015	Yes	Agree with the fee to help fix streets.
16	5/4/2015	No	Opposed to fee and should spend within means.
17	5/2/2015	No	Not in favor. On fixed income. Already pay for streets in property taxes

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**FRANCHISE AND OTHER CITY FEES**

Section No. 5  
 5th Revised Sheet No. 44.1

Franchise and other city fees, as designated below will be included in the customers' monthly bills computed under the indicated rate classes and effective in the following Minnesota communities:

The Company remits 100% of these fees collected from ratepayers to the local government unit.

— Indicates fee is not applied

\* May include Negotiated Transportation Service. Any future NTS customer in a franchise city without a specific NTS franchise rate will be billed the Firm Transportation franchise fee.

Franchise Fees									
City	Residential	Commercial Firm - Non-demand	Commercial Firm - Demand	Small Interruptible	Medium & Large Interruptible	Firm Transportation*	Interruptible Transportation	Effective Date	Expiration Date
Afton	\$2.00	\$4.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	01/2005	08/16/2024
Bayport	\$1.25	\$10.00	\$25.00	\$10.00	\$50.00	\$10.00	\$10.00	01/2014	05/04/2028
Big Lake	\$4.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	10/2014	07/23/2020
Chisago City	\$1.00	\$3.00	\$35.00	\$30.00	\$30.00	\$30.00	\$30.00	06/2009	12/31/2029
Cottage Grove	\$1.65	\$4.95	\$8.25	\$16.50	\$24.75	\$24.75	\$24.75	01/2010	11/04/2023
Delano	\$0.0391 per therm	\$0.0391 per therm	\$0.0391 per therm	\$0.0391 per therm	\$0.0391 per therm	\$0.0391 per therm	\$0.0391 per therm	01/2003	--
East Grand Forks	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	12/2005	12/19/2025
Faribault <sup>1</sup>	\$1.62	\$3.78	\$32.40	\$91.80	\$270.00	—	—	01/2006	11/08/2024
Forest Lake	\$3.00	\$7.50	\$15.00	\$75.00	\$15.00	\$15.00	\$15.00	05/2013	01/27/2033
Goodview	\$2.35	\$3.50	\$55.00	\$30.00	—	—	—	07/2006	04/30/2026
Kandiyohi	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	04/2014	12/01/2033
Lake City	2.0%	2.0%	\$0.005 per therm	\$0.005 per therm	\$0.005 per therm	\$0.005 per therm	\$0.005 per therm	04/2013	04/30/2015
Lindstrom	\$1.00	\$3.00	—	\$30.00	—	—	—	06/2009	12/31/2029
Moorhead	5.0%	5.0%	5.0%	5.0%	\$0.005 per therm	5.0%	5.0% small \$0.005 per therm medium & large	09/1991	03/01/2015

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<sup>1</sup> Faribault: The franchise fee excludes the city, invoices to the city, or meters on city facilities or property.

(Continued on Sheet No. 5-44.2)

Date Filed: 07-28-14 By: David M. Sparby Effective Date: 10-01-14  
 President and CEO of Northern States Power Company, a Minnesota corporation  
 Docket No. E,G999/CI-09-970 Order Date: 03-23-11

Northern States Power Company, a Minnesota corporation  
 Minneapolis, Minnesota 55401

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**FRANCHISE AND OTHER CITY FEES (Continued)**

Section No. 5  
 6th Revised Sheet No. 44.2

Franchise and other city fees, as designated below will be included in the customers' monthly bills computed under the indicated rate classes and effective in the following Minnesota communities:

The Company remits 100% of these fees collected from ratepayers to the local government unit.

— Indicates fee is not applied

\* May include Negotiated Transportation Service. Any future NTS customer in a franchise city without a specific NTS franchise rate will be billed the Firm Transportation franchise fee.

Franchise Fees									
City	Residential	Commercial Firm - Non-demand	Commercial Firm - Demand	Small Interruptible	Medium & Large Interruptible	Firm Transportation*	Interruptible Transportation	Effective Date	Expiration Date
Mounds View	4%	4%	4%	4%	4%	4%	4%	01/2014	12/31/2014
New Brighton	\$0.017 per therm	\$0.016 per therm	\$0.005 per therm	\$0.005 per therm	\$0.005 per therm	\$0.005 per therm	\$0.005 per therm	01/2003	11/25/2022
Newport	\$1.00	\$5.00	\$10.00	\$15.00	\$15.00	\$15.00	\$15.00	01/2011	10/18/2026
North St. Paul	2.75%	2.75%	\$0.005 per therm	\$0.005 per therm	\$0.005 per therm	\$0.005 per therm	\$0.005 per therm	12/1998	09/07/2018
Oakdale	\$1.50	\$5.00	\$8.00	\$17.00	\$17.00	\$17.00	\$17.00	11/2013	10/27/2023
Sauk Rapids	\$2.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	08/2003	06/15/2023
Shoreview	\$1.30	\$8.00	\$112.00	\$100.00	\$100.00	\$100.00	\$100.00	10/2013	07/17/2031
South St. Paul	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	07/2000	06/30/2015
Spicer	\$0.50	\$1.50	—	—	—	—	—	02/2013	10/01/2032
St. Augusta	\$3.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	06/2010	03/01/2030

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(Continued on Sheet No. 5-44.3)

Date Filed: 09-18-13 By: David M. Sparby Effective Date: 01-01-14  
 President and CEO of Northern States Power Company, a Minnesota corporation  
 Docket No. E,G999/CI-09-970 Order Date: 03-23-11

Northern States Power Company, a Minnesota corporation  
 Minneapolis, Minnesota 55401

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**FRANCHISE AND OTHER CITY FEES (Continued)**

Section No. 5  
 2nd Revised Sheet No. 44.3

Franchise and other city fees, as designated below will be included in the customers' monthly bills computed under the indicated rate classes and effective in the following Minnesota communities:

The Company remits 100% of these fees collected from ratepayers to the local government unit.

— Indicates fee is not applied

\* May include Negotiated Transportation Service. Any future NTS customer in a franchise city without a specific NTS franchise rate will be billed the Firm Transportation franchise fee.

Franchise Fees									
City	Residential	Commercial Firm - Non-demand	Commercial Firm - Demand	Small Interruptible	Medium & Large Interruptible	Firm Transportation*	Interruptible Transportation	Effective Date	Expiration Date
St. Cloud <sup>1</sup>	3.0%	3.0%	3.0%	3.0%	—	3.0%	3.0% small	09/2007	08/31/2027
St. Joseph	\$1.00	\$1.75	\$10.00	\$0.005 per therm	\$0.005 per therm	\$0.005 per therm	\$0.005 per therm	02/2004	11/19/2023
St. Paul <sup>2</sup>	See fee schedule in the Notes section on the following sheets.							11/2007	08/31/2026
St. Paul Park	\$1.50	\$4.00	\$30.00	\$15.00	\$335.00	\$150.00	\$15.00	08/2005	05/15/2025
Stillwater	\$1.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	12/2003	06/30/2015

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<sup>1</sup> St. Cloud: The franchise fee for residential heating customers will be 1.5% during the months of November – April.

<sup>2</sup> St. Paul: The monthly franchise fee will be as stated below. The residential service franchise fee will be as stated except during the winter months, November - April when there will be no fee. The fee shall not exceed \$50,000 during any calendar year from any negotiated transportation service customer. The schedules below show the meter and demand factor for each year of the St. Paul franchise and for each of the customer classifications.

(Continued on Sheet No. 5-44.4)

Date Filed: 04-15-13 By: Judy M. Pofert Effective Date: 05-01-13  
 President and CEO of Northern States Power Company, a Minnesota corporation  
 Docket No. E,G999/CI-09-970 & E,G999/PR-13-7 Order Date: 03-23-11

Northern States Power Company, a Minnesota corporation  
 Minneapolis, Minnesota 55401

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**FRANCHISE AND OTHER CITY FEES (Continued)**

Section No. 5  
 Original Sheet No. 44.4

Notes:  
<sup>2</sup> St. Paul:

Customer Class	Meter Factor - Monthly Charge per Account					
	Start Date	1-Nov-2006	1-Nov-2008	1-Nov-2010	1-Nov-2012	1-Nov-2014
End Date	31-Oct-2008	31-Oct-2010	31-Oct-2012	31-Oct-2014	31-Oct-2016	
Residential (May - October)	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70
Small Commercial Firm	\$3.72	\$3.72	\$3.72	\$3.72	\$3.72	\$3.72
Large Commercial Firm	\$3.72	\$3.72	\$3.72	\$3.72	\$3.72	\$3.72
Small Commercial Demand Billed	\$3.72	\$3.72	\$3.72	\$3.72	\$3.72	\$3.72
Large Commercial Demand Billed	\$11.17	\$11.17	\$11.17	\$11.17	\$11.17	\$11.17
Small Interruptible	\$8.17	\$8.17	\$8.17	\$8.17	\$8.17	\$8.17
Medium Interruptible	\$11.17	\$11.17	\$11.17	\$11.17	\$11.17	\$11.17
Large Interruptible	\$11.17	\$11.17	\$11.17	\$11.17	\$11.17	\$11.17
Large Firm Transportation	\$11.17	\$11.17	\$11.17	\$11.17	\$11.17	\$11.17
Interruptible Transportation - Small	\$8.17	\$8.17	\$8.17	\$8.17	\$8.17	\$8.17
Interruptible Transportation - Medium	\$11.17	\$11.17	\$11.17	\$11.17	\$11.17	\$11.17
Interruptible Transportation - Large	\$11.17	\$11.17	\$11.17	\$11.17	\$11.17	\$11.17
Negotiated Transportation *	-	-	-	-	-	-
Start Date	1-Nov-2016	1-Nov-2018	1-Nov-2020	1-Nov-2022	1-Nov-2024	1-Nov-2026
End Date	31-Oct-2018	31-Oct-2020	31-Oct-2022	31-Oct-2024	31-Oct-2026	31-Aug-2026
Residential (May - October)	\$3.85	\$4.00	\$4.16	\$4.33	\$4.50	\$4.50
Small Commercial Firm	\$3.87	\$4.02	\$4.18	\$4.35	\$4.53	\$4.53
Large Commercial Firm	\$3.87	\$4.02	\$4.18	\$4.35	\$4.53	\$4.53
Small Commercial Demand Billed	\$3.87	\$4.02	\$4.18	\$4.35	\$4.53	\$4.53
Large Commercial Demand Billed	\$11.62	\$12.08	\$12.56	\$13.07	\$13.59	\$13.59
Small Interruptible	\$8.50	\$8.84	\$9.19	\$9.56	\$9.94	\$9.94
Medium Interruptible	\$11.62	\$12.08	\$12.56	\$13.07	\$13.59	\$13.59
Large Interruptible	\$11.62	\$12.08	\$12.56	\$13.07	\$13.59	\$13.59
Large Firm Transportation	\$11.62	\$12.08	\$12.56	\$13.07	\$13.59	\$13.59
Interruptible Transportation - Small	\$8.50	\$8.84	\$9.19	\$9.56	\$9.94	\$9.94
Interruptible Transportation - Medium	\$11.62	\$12.08	\$12.56	\$13.07	\$13.59	\$13.59
Interruptible Transportation - Large	\$11.62	\$12.08	\$12.56	\$13.07	\$13.59	\$13.59
Negotiated Transportation *	-	-	-	-	-	-

\*Franchise fee is based on customer's prior rate schedule before transferring to this service. If none, the Large Interruptible Transportation Service fee applies.

(Continued on Sheet No. 5-44.5)

Date Filed: 07-06-10 By: Judy M. Pofert Effective Date: 03-23-11  
 President and CEO of Northern States Power Company, a Minnesota corporation  
 Docket No. E,G999/CI-09-970 Order Date: 03-23-11

Northern States Power Company, a Minnesota corporation  
 Minneapolis, Minnesota 55401

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**FRANCHISE AND OTHER CITY FEES (Continued)**

Section No. 5  
 Original Sheet No. 44.5

Notes:  
<sup>2</sup> St. Paul: (continued)

Customer Class	Volume Factor - Monthly Charge per Therm				
	Start Date	1-Nov-2006	1-Nov-2008	1-Nov-2010	1-Nov-2012
End Date	31-Oct-2008	31-Oct-2010	31-Oct-2012	31-Oct-2014	31-Oct-2016
Residential (May - October)	\$0.0467	\$0.0635	\$0.0806	\$0.0977	\$0.1148
Small Commercial Firm	\$0.0489	\$0.0509	\$0.0529	\$0.0549	\$0.0569
Large Commercial Firm	\$0.0489	\$0.0509	\$0.0529	\$0.0549	\$0.0569
Small Commercial Demand Billed	\$0.0489	\$0.0509	\$0.0529	\$0.0549	\$0.0569
Large Commercial Demand Billed	\$0.0254	\$0.0274	\$0.0294	\$0.0314	\$0.0334
Small Interruptible	\$0.0275	\$0.0295	\$0.0315	\$0.0335	\$0.0355
Medium Interruptible	\$0.0084	\$0.0089	\$0.0094	\$0.0099	\$0.0104
Large Interruptible	\$0.0084	\$0.0089	\$0.0094	\$0.0099	\$0.0104
Large Firm Transportation	\$0.0254	\$0.0274	\$0.0294	\$0.0314	\$0.0334
Interruptible Transportation - Small	\$0.0275	\$0.0295	\$0.0315	\$0.0335	\$0.0355
Interruptible Transportation - Medium	\$0.0084	\$0.0089	\$0.0094	\$0.0099	\$0.0104
Interruptible Transportation - Large	\$0.0084	\$0.0089	\$0.0094	\$0.0099	\$0.0104
Negotiated Transportation *	-	-	-	-	-
Start Date	1-Nov-2016	1-Nov-2018	1-Nov-2020	1-Nov-2022	1-Nov-2024
End Date	31-Oct-2018	31-Oct-2020	31-Oct-2022	31-Oct-2024	31-Aug-2026
Residential (May - October)	\$0.1194	\$0.1242	\$0.1291	\$0.1343	\$0.1397
Small Commercial Firm	\$0.0592	\$0.0615	\$0.0640	\$0.0666	\$0.0692
Large Commercial Firm	\$0.0592	\$0.0615	\$0.0640	\$0.0666	\$0.0692
Small Commercial Demand Billed	\$0.0592	\$0.0615	\$0.0640	\$0.0666	\$0.0692
Large Commercial Demand Billed	\$0.0347	\$0.0361	\$0.0376	\$0.0391	\$0.0406
Small Interruptible	\$0.0369	\$0.0384	\$0.0399	\$0.0415	\$0.0432
Medium Interruptible	\$0.0108	\$0.0112	\$0.0117	\$0.0122	\$0.0127
Large Interruptible	\$0.0108	\$0.0112	\$0.0117	\$0.0122	\$0.0127
Large Firm Transportation	\$0.0347	\$0.0361	\$0.0376	\$0.0391	\$0.0406
Interruptible Transportation - Small	\$0.0369	\$0.0384	\$0.0399	\$0.0415	\$0.0432
Interruptible Transportation - Medium	\$0.0108	\$0.0112	\$0.0117	\$0.0122	\$0.0127
Interruptible Transportation - Large	\$0.0108	\$0.0112	\$0.0117	\$0.0122	\$0.0127
Negotiated Transportation *	-	-	-	-	-

\*Franchise fee is based on customer's prior rate schedule before transferring to this service. If none, the Large Interruptible Transportation Service fee applies.

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4/6/2015

COMPARATIVE DATA REQUESTED BY CITY COUNCIL (Prepared by Finance Director and City Engineer)

Table 1	2014 Median Value Home	Unadjusted (Actual) City Tax for Median Value Home	Equiv. 2014 City Prop. Tax Based on \$157,000 Maplewood Median Valued Home	Items of Note
South St. Paul	\$136,400	\$678	\$815	Police, Fire JPA w/West St Paul, EMS taxing district, Community Center, Airport
<b>Maplewood</b>	<b>\$157,000</b>	<b>\$679</b>	<b>\$679</b>	<b>Police, Fire, EMS, Community Center</b>
Forest Lake (est.)	\$191,500	\$766	\$598	Police, Fire, no EMS, YMCA, Airport
North St. Paul	\$137,200	\$503	\$595	Police, Fire, no EMS
Roseville	\$195,000	\$746	\$571	Police, Fire, EMS, Ice Rink, Golf Course
Oakdale	---	---	\$552	Police, Fire, EMS
Shoreview	\$224,500	\$778	\$502	Police contract w/RamCO, Fire & EMS joint contract w/Arden Hills & North Oaks, Community Center

Xcel Gas Franchise Fee Surcharge						
Table 2	Residential	Comm. Non Demand	Comm. Demand	Small Interruptible	Med./Large Interruptible	Adopted
South St. Paul	3%	3%	3%	3%	3%	2000
<b>Maplewood</b>	<b>\$2.50</b>	<b>\$6.00</b>	<b>\$75.00</b>	<b>\$50.00</b>	<b>\$100.00</b>	<b>TBD</b>
Forest Lake	\$3.00	\$7.50	\$15.00	\$75.00	\$15.00	2013
North St. Paul	2.75%	2.75%	\$0.005 per therm	\$0.005 per therm	\$0.005 per therm	1998
Roseville	---	---	---	---	---	---
Oakdale	\$1.50	\$5.00	\$8.00	\$17.00	\$17.00	2013
Shoreview	\$1.30	\$8.00	\$112.00	\$100.00	\$100.00	2013

Xcel Electric Franchise Fee Surcharge						
Table 3	Residential	Comm. Non Demand	Comm. Demand	Large Comm.	Public Street Lighting	Adopted
South St. Paul	3%	3%	3%	3%	3%	2000
<b>Maplewood</b>	<b>\$1.25</b>	<b>\$2.50</b>	<b>\$15.00</b>	<b>\$112.50</b>	<b>\$100.00</b>	<b>2013</b>
Forest Lake	\$4.00	\$2.50	\$18.50	\$75.00	\$7.50	2013
North St. Paul	City Owned	City Owned	City Owned	City Owned	City Owned	1998
Roseville	---	---	---	---	---	---
Oakdale	\$1.50	\$3.00	\$10.00	\$8.00	\$6.00	2013
Shoreview	\$2.50	\$3.00	\$30.00	\$310.00	---	2013



Gas Franchise Fee  
Open House Meeting Summary  
12/16/2014

A total of 9 people attended the meeting with 7 attendees taking a position on this issue (3 in favor and 4 opposed). The following summary of questions and answers were taken:

- If we are currently designing 10 miles of road and we start doing 12 miles of road with engineering be charging time and a half for engineering on the extra 2 miles?
  - No.
- I live on a county road what benefit do I get from this?
  - This is a good question. You live on a County Road however you still use the local street system. Also, typically if you live on a County Road you are not assessed similar to those living on local City streets.
- How does the gas franchise fee apply to apartments?
  - It would apply similarly to how the electric bill is paid. The rate for such apartments will be reviewed to understand an average per unit cost.
- Can Maplewood add a special sales tax for road work?
  - The City could increase property taxes for roadwork however it would not necessarily make it dedicated. The franchise fee option makes it very transparent on the money in and money out and it would be fully dedicated to street repairs.
- The City should just invest in lottery tickets.
  - Thank you for the comment.
- How much of the fee would Xcel keep and how much would Maplewood actual get?
  - The City would get the entire amount. It is a pass through.
- Will the presentation be available on the City website?
  - Yes. After the notes and summary information are completed.
- Maybe the state wide gas tax might help or the Move MN group.
  - Perhaps. But the City still needs to move forward with this option if local street repair is a priority.
- If the fee for a resident is \$2.50 after they add taxes residents will be looking at a fee more like \$3.00.
  - No. This is a pass through and is not subject to additional taxes.
- Could the City bill residents and business directly?
  - There would be a substantial cost for that as the City currently outsources its billing functions.
- In favor of a sunset date.
  - Thank you for the comment.

Gas Franchise Fee  
Open House Meeting Summary  
12/16/2014

- Since businesses use the roads more can they pay a greater share to help reduce the \$2.50 per month for residential?
  - This could be explored however businesses do pay reasonable share with the current revenue scenario.
- What about seniors or those on fixed income. Can there be a waiver or rebate program?
  - This could be explored however the administration of a number of applications may become cumbersome. This is something that could be further defined in a franchise fee ordinance upon moving forward.
- If this were to move forward the City should publish reports on what projects the fee help complete each year and how much was spent.
  - Yes. This is a very good comment and the City could complete an annual report regarding projects implemented as a direct result of the franchise fee revenue.
- How does the fee affect assessments on projects?
  - It will not affect the current assessment policy. The franchise fee is additional revenue, not a substitute.
- Is there a way to charge people who park in church parking lots?
  - There is no easy or cost effective way to do this.
- Can the City charge or make MnDOT help pay for fixing the roads that have the different pavement mix design?
  - Likely not. This is an issue from the late 1980s/early 1990s.
- Does the trash hauling help reduce the number of trucks and trips and has this helped slow the deterioration of the roadways?
  - Yes. A garbage truck does the damage of what 1,000 cars can do. The design of street is based on equivalent single axle loads (ESALS) and the fewer heavy vehicles utilizing the streets is good for the longevity of the street.
- Are county roads designed to a different standard?
  - Typically they may be designed for heavier/commercial traffic loading depending on the segment.
- Do we get any money from the tax on truck for heavy use?
  - The Minnesota Highway Users Tax Distribution Fund collects revenue from gas taxes, motor vehicle tax, motor vehicle sales tax, and earned interest. The City gets a small portion of this which it can put to use on 20% of its city streets.
- If there is a sunset clause it should have a stop date.
  - There is flexibility in how the ordinance is written.

Gas Franchise Fee  
Open House Meeting Summary  
12/16/2014

- Just another tax with a new name
  - It is a fee, not a general tax. The fee is spread over all utility users such as residential, commercial, non-profits, etc. The fee gets at more accurately collecting revenue from all the users of the local street system whereas if it was a general tax increase then many parcels are exempt from property taxes thus placing the burden on others.
- How do taxes in other cities (that also have a franchise fee) compare to those of Maplewood
  - There are many variables and this comparison was not available. It was explained that the reason this franchise fee concept was brought forward was because of a grass roots effort of citizens that wanted more streets fixed. This is an option.
- Already have a cable franchise fee – how is that used
  - There is a franchise fee on cable that is used for right of way management and programming for example by the Ramsey/Washington Counties Cable Commission.
- How long until you get to my street if you start in south Maplewood – they live in north Maplewood and don't see the benefit
  - It could take a number of years depending on condition compared to other streets. Currently the south leg streets are experiencing the pavement stripping issues that need more immediate attention.
- Already too expensive to live in Maplewood
  - Thank you for the comment.
- The gas franchise would be treated as Pay As You Go – would not bond against future revenue – only do the work you can pay for now
  - The plan is to pay for the work with available revenue and not bond.



October 9, 2014

**\*\*\*\*\* PAVEMENT AND POLICE OPEN HOUSE SUMMARY \*\*\*\*\***

**DEAR MAPLEWOOD RESIDENT:**

We had a great turn out with more than 45 residents in attendance at the open house meeting held at the Londin Lane Fire Station on the evening of October 2<sup>nd</sup>. This letter is meant to provide you with both a discussion summary of the open house meeting and next steps. The first part of the letter recaps the pavement discussion, while the second half captures the discussion on the policing issues.

**PAVEMENT**

The City recognizes that the pavement condition in the neighborhood is in very poor condition. Currently improvements are not planned until 2017 due to balancing priorities and also paying off debt from a number of full street reconstruction project conducted from 1999-2012. Many of the neighborhoods during that time frame still had no curb and gutter, no drainage pipes, and no real pavement section. This leaves a number of neighborhoods however that were built in the late 1980's and early 1990's, such as yours, that still need attention. Current debt levels do not allow the City to continue to borrow (sell bonds) at the same accelerated rate thus the street program was reduced and projects were shifted and delayed in recent years as you are aware.

A number of cities are dealing with premature pavement failure from the late 1980's to early 1990's most likely due to a pavement design mix change by MnDOT during the timeframe. The failures are especially present where streets were chip-sealed. The top layer of pavement is stripping off and shallow pock marks quickly become larger pot holes. The City of Woodbury says they have a \$20 million problem and Brooklyn Park says they have a \$32 million problem... all because of the premature pavement failure which is also evident in your neighborhood.

What needs to be done? Why can't we just patch or overlay these streets? The answer is these streets need the top layer of pavement removed and new pavement placed. This requires a lot of money. Removing the top 2-inch layer of pavement and placing new asphalt can cost \$200,000 per mile, not including curb repair or utility fixes. The largest obstacle to fixing the streets is finding a sustainable revenue source to pay for them.

Are there options to pay for them so our streets can be fixed sooner? The answer is yes. The City is exploring a potential revenue source that could be strictly dedicated to fixing the streets through a Gas

Franchise Fee (GFF). A GFF would be a fee charged to all users of Xcel gas service in the entire City. A residential user would pay about \$2.50 per month. A number of cities such as Elk River and Edina have passed such ordinance which dedicates revenue directly towards a specific purpose.

What are the pros and cons of a franchise fee?

Pros:

- Local control (could set a sunset date for example)
- Easy to administer
- More streets are repaired
- Dedicated for a specific intended use
- Transparency through fund accounting
- Sustainable revenue to continue investment in fixing poor streets well into the future

Cons:

- Raises utility cost by the franchise fee amount
- Opposition from non-profits
- Opposition from residents that have streets in good condition
- Opposition from businesses/residents because it is looked at as another fee that government wants to collect

If a GFF ordinance is passed it could raise roughly \$450,000 per year. This would allow 2-3 miles of street to be fixed through a new mill and overlay program. Your street would be fixed sooner since the mill and overlay work would be in addition to the currently approved 5-year work program.

How are street improvements financed? The majority of funding is from **debt service** (general obligation bonds are sold and repaid by the City over a period of time with general tax levy revenue) and **special assessments** (properties with driveway access to the improved street pay an amount). The special assessment can be financed with the City over 15 years at a competitive interest rate. This amount shows up yearly on property taxes as a special levy until it is paid off. For mill and overlay projects the special assessment historically has been in the \$3,000 range for residential properties.

Where can I find out more about the city budget and capital improvement plan? More information on the City's 5-year capital improvement plan and the city-wide budget can be found on the City's website which provides specifics on revenues and expenditures in addition to project financing. Please visit the following link to see the proposed 2015 budget in addition to yearly budgets going back to 2009:

<http://www.ci.maplewood.mn.us/index.aspx?NID=101>

Please visit the following link for the currently approved 5-year capital improvement plan in addition to the four past approvals:

<http://www.ci.maplewood.mn.us/index.aspx?NID=103>

A resident raised the question, "What is that new pavement on Lakewood just south of Highwood that was recently done and why can't we just do that to the rest of the streets now?" This is a great question and to provide some background, the City tried an experiment to see if grinding off the very top 1-inch layer of pavement would smooth out the road as an interim low cost solution. Unfortunately this did not help much and the City had concerns about allowing drainage to collect in this depressed area causing potential damage to the underlying road base material. Therefore we decided to place new pavement back on top as we had enough money to do that for this small test area. The reason we cannot grind down and place new pavement in the remainder of the neighborhood is because we do not have the funding to complete a mill and overlay of the streets.

A resident raised the question, "What if you just take \$20 a month from property tax money and put that towards streets instead of passing a GFF? Wouldn't we have enough money to pay for all the street projects?" Unfortunately the answer is no. A number of parcels in the city do not pay property taxes such as churches and non-profits. Some of these parcels are heavy users of the local street system yet do not contribute towards maintenance costs. Drastic cuts in basic Police, Fire, and Public Works services would need to occur if \$450,000 from current services is shifted away and used just for street maintenance.

A resident stated, "We need to run the City like a business and should cut costs and pay for employees... We need to act more like a business." The response is Maplewood city government has done a great job in adjusting its staffing needs through attrition based on forecasted work patterns. For example, the engineering department has cut 5 positions through attrition to assist with city-wide spending priorities. The leaders of your local government are professionals and are extremely knowledgeable in what they do for a living. A business corporation has a mission to make profits, which makes perfect business sense, but local government cannot work in the exact same manner. Local government has a common mission of delivering necessary services such as Police, Fire, Infrastructure, and Parks. These services are not profit-making ventures but rather serve the common good of Maplewood residents in terms of quality of life. The revenue the City brings in is directly spent back into the community through such services.

As mentioned at the open house you are encouraged to get involved in City budgeting and priority setting by e-mailing [budget.ideas@ci.maplewood.mn.us](mailto:budget.ideas@ci.maplewood.mn.us)

Also, your mayor and city council members can be reached through their officially listed e-mail or phone number contacts:

Mayor Nora Slawik	<a href="mailto:nora.slawik@ci.maplewood.mn.us">nora.slawik@ci.maplewood.mn.us</a>	651-738-7099
Kathleen Juenemann	<a href="mailto:kathleen.juenemann@ci.maplewood.mn.us">kathleen.juenemann@ci.maplewood.mn.us</a>	651-771-3670
Bob Cardinal	<a href="mailto:bob.cardinal@ci.maplewood.mn.us">bob.cardinal@ci.maplewood.mn.us</a>	952-564-3806
Marvin Koppen	<a href="mailto:marvin.koppen@ci.maplewood.mn.us">marvin.koppen@ci.maplewood.mn.us</a>	651-770-5391
Marylee Abrams	<a href="mailto:marylee.abrams@ci.maplewood.mn.us">marylee.abrams@ci.maplewood.mn.us</a>	651-249-2000

What are the next steps in figuring out how to fix our streets sooner? City staff plans to hold a workshop with the City Council in November about the viability of a GFF. If there is general support staff would then reach out to the general public for input over the following 2-3 months. Ultimately a GFF could be considered next year likely in spring for final approval. If approved city staff would account for the additional revenue and update the 5-year work plan to do more street projects and accelerate the improvements to your neighborhood. Public hearings would be required to update city ordinances so there will be opportunities for more input.

A resident asked, "What if the GFF is not approved or we don't want it." The response is, the street improvement schedule would remain as programmed in the current capital improvement plan thus additional projects could not be completed and projects could not be accelerated. Unfortunately, without additional dedicated and sustainable revenue, the 5-year street improvement program would remain as is and your neighborhood would not be fixed until 2017. However our maintenance crews would continue to fill large potholes in the interim.

## **POLICE**

The following is a recap of the policing update and strategy discussion portion of the meeting. Concerns about the recent rash of burglaries and thefts from autos in the South Maplewood area are shared by the Police Department and the City's elected officials.

### **Response to residential and garage burglaries and thefts from autos:**

In response to the uptick in residential burglaries the department has:

- Increased routine patrols in the southern portion of Maplewood – more than 1,000 hours since July.
- Coordinated investigative follow-up with neighboring law enforcement agencies in St. Paul and Woodbury.
- Transferred forensic evidence collected at various burglary scenes to the Bureau of Criminal Apprehension.
- In concert with investigators from neighboring agencies, we've identified several persons of interest who are currently the focus of investigators.

### **The burglary and theft pattern:**

- Combination of daytime and nighttime burglaries and thefts from autos.
- Burglaries tended to be forced entry and mostly through a garage service door or back patio door.
- Thefts from autos have included unlocked and locked vehicles. The locked vehicles either had the window smashed or the locks pulled.
- It is believed the suspect(s) may be knocking on doors to see if people are home before entering the back or service door.

- Based on the size and type of property taken, the suspect(s) are believed to have had access to a nearby or waiting vehicle.
- While there have been a few different vehicles described, we do not have solid vehicle descriptions.
- It is believed there may be multiple people or groups engaged in these burglaries based on some recent arrest that were made

**Plan for increasing police presence and problems solving:**

- The new South Maplewood Fire Station (on the 3M campus), which will host a police substation, will open late this year. Starting in January, police officers will be assigned out of the substation and will start and end their shifts out of the substation which will reduce response time.
- Beginning in January, officers will be assigned to fixed areas of patrol assignment. We believe officers regularly working in these assigned areas will increase consistency and focus on problems solving.

**Ongoing efforts toward problem solving:**

- Outreach with neighborhoods to provide crime prevention information.
- Increased neighborhood-based patrols.
- Ongoing investigation into open cases.
- Monitoring of regular outlets for the sale and/or distribution of stolen goods
- Strongly encouraged use of 9-1-1 to report any/all suspicious activity.

**Burglary & theft prevention strategies:**

- While there is no "sure-thing" strategy, the following will help reduce risk of residential burglary:
- Utilize motion lights on both front and back doors
- Leave a radio or lights on inside your home while away.
- If away from home for an extended period, notify the Police Department; and our Reserve officers will make trips by your home.
- Ask neighbors or another trusted person to get newspapers, mail, etc.
- Don't leave objects of value in plain view. Consider covering open windows in garages.
- Place valuables in the trunk before you reach your destination (thieves may be watching).
- Lock car doors when you are away. Close garage doors and lock them.
- Provide extra security for particularly vulnerable targets (e.g., bicycles, power tools, etc.) inside the garage/storage sheds.
- Alert police to suspicious or unknown people loitering in alleys or near cars or garages.
- Record serial numbers of purchased items to aid in their recovery in the event that they are stolen.

- Log onto the City website ([www.ci.maplewood.mn.us](http://www.ci.maplewood.mn.us)) to find interactive crime mapping information.
- Organize a neighborhood gathering (Neighborhood Watch) and invite one of your police officers to attend to hear resident concerns and directly address questions.
- Always report suspicious activity by calling 9-1-1. It sends the message that the neighborhood is engaged and watching.

Your Police Department is committed to implementing strategies that will aid in the prevention and detection of these crimes. We seek a strong partnership with residents as it's the best way to minimize the risk of criminal victimization, reduce fear, and maintain –even grow – quality of life. If you have a police service concern, do not hesitate to contact Chief Schnell directly at 651-249-2602 or [paul.schnell@ci.maplewood.mn.us](mailto:paul.schnell@ci.maplewood.mn.us).

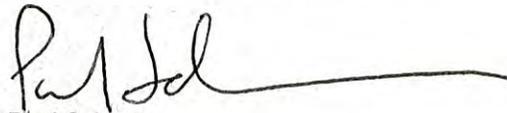
The City of Maplewood is committed to providing responsive and thoughtful service to all our residents. We seek to do this by taking an evidence-based approach to decision making so that services reflect real, long-term value. Your elected Council Members demand responsible stewardship of the public's resources. As City staff, we seek to balance need and available resources. We recognize the real value our residents place in well-maintained streets and safe neighborhoods and we will do all that we can to deliver as quickly, responsibly, and creatively as possible.

Thank you for attending the meeting and caring about your City. Again, don't hesitate to call on us if you have questions or concerns.

Sincerely,



Michael Thompson  
Director of Public Works / City Engineer  
651-249-2403 (direct)  
[michael.thompson@ci.maplewood.mn.us](mailto:michael.thompson@ci.maplewood.mn.us)



Paul Schnell  
Police Chief  
651-249-2602 (direct)  
[paul.schnell@ci.maplewood.mn.us](mailto:paul.schnell@ci.maplewood.mn.us)

C: Nora Slawik, Mayor  
Kathleen Juenemann, Council Member  
Marv Koppen, Council Member  
Bob Cardinal, Council Member  
Marylee Abrams, Council Member  
Melinda Coleman, Interim City Manager  
Steve Love, Assistant City Engineer  
Bryan Nagel, Street Superintendent  
Alan Kantrud, City Attorney

# Gas Franchise Fee Discussion

## *Funding Local Streets*



Photo taken in South Maplewood

City Council Workshop  
November 10, 2014  
City of Maplewood, Minnesota

# Gas Franchise Fee Discussion

## *Quick Review*

- City's are struggling to fund local street maintenance such as mill and overlays
- Cannot continue to raise property taxes and increase special assessments
- Need a sustainable source of revenue that is dedicated for specific “street repair” purpose

City Council Workshop  
November 10, 2014  
City of Maplewood, Minnesota

# Gas Franchise Fee Discussion

## *Quick Review*

- Why consider it now?
- Extreme pressure from citizens about pavement stripping issues as shown on the first slide
- Brooklyn Park, Woodbury, Burnsville, and many others are dealing with premature pavement failure

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City Council Workshop  
November 10, 2014  
City of Maplewood, Minnesota

# Gas Franchise Fee Discussion

## *What is it?*

- Cities authorized by State Statute to adopt franchise fees to raise revenue
- Dozens of cities such as Elk River, Edina, Brooklyn Center, Richfield, Minnetonka, have taken a similar approach
- Revenue for specific use such as street maintenance (mill & overlay, crack seal, fog seal)

City Council Workshop  
November 10, 2014  
City of Maplewood, Minnesota

# Gas Franchise Fee Discussion

*Feedback so far on the idea?*

- Dozens of complaints and interactions with residents – south leg and elsewhere
- Held an open house on October 2, 2014
- 45 attended to hear about the 5-year CIP and the idea of a gas franchise
- Six page letter and update mailed to residents after meeting to recap and obtain additional feedback

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City Council Workshop  
November 10, 2014  
City of Maplewood, Minnesota

# Gas Franchise Fee Discussion

*Feedback so far on the idea?*

- Some residents in favor but with conditions
- Specific use
- Possible sunset date
- It must fund additional work only
- Dedicated for street repairs only (no transfers)

City Council Workshop  
November 10, 2014  
City of Maplewood, Minnesota

# Gas Franchise Fee Discussion

*Feedback so far on the idea?*

- Pros
- Local control
- Easy to administer
- More streets fixed
- Dedicated for specific use
- Sustainable revenue source
- Transparency through fund accounting

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City Council Workshop  
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City of Maplewood, Minnesota

# Gas Franchise Fee Discussion

*Feedback so far on the idea?*

- Cons
- Raises utility cost by franchise fee amount
- Potential opposition from non-profits, tax exempt parcels... churches, etc...
- Opposition from residents where streets are in good condition
- Looked at as another government fee/tax

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City of Maplewood, Minnesota

# Gas Franchise Fee Discussion

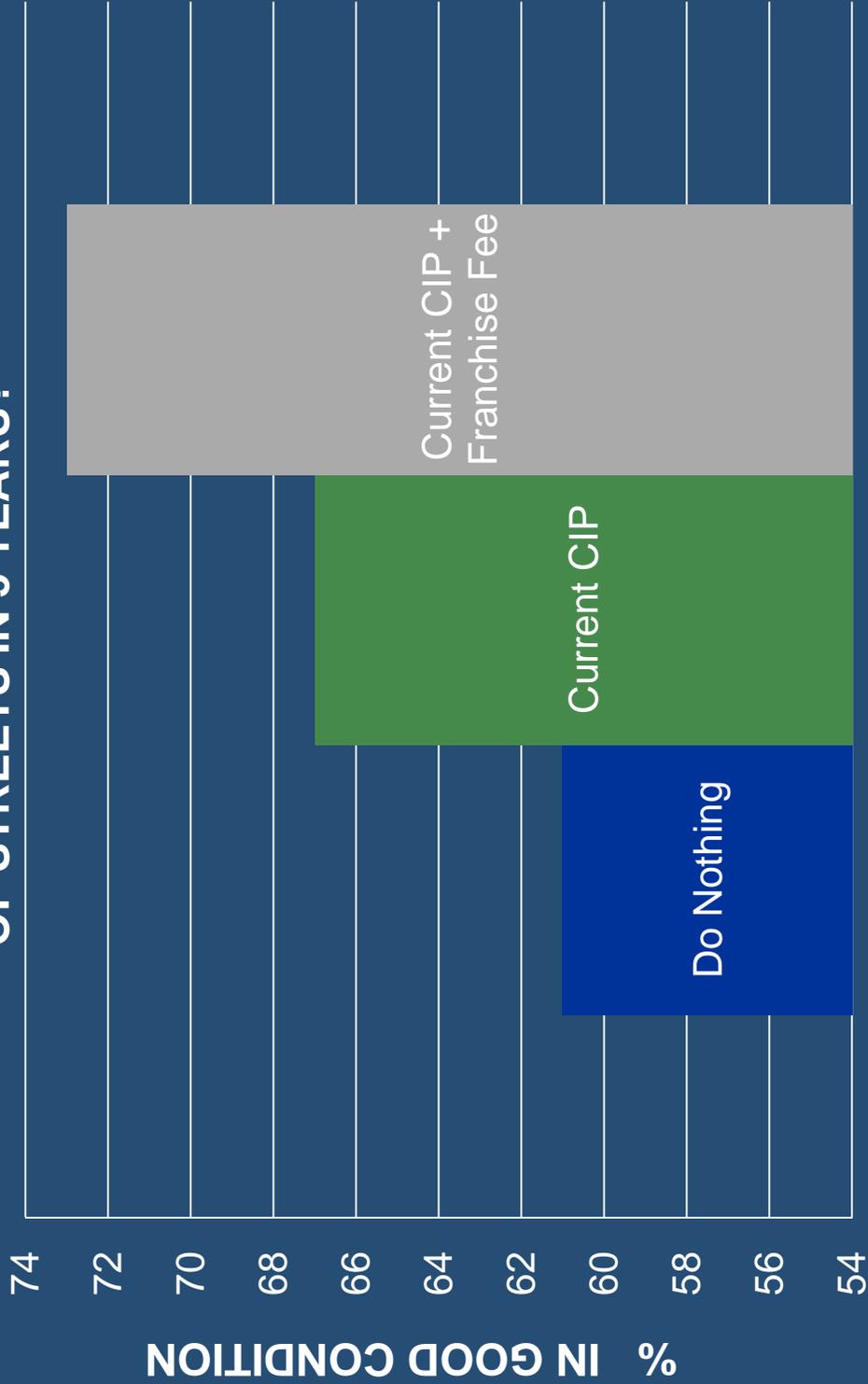
## *Fees and total revenue?*

- Revenue target of \$470,000 to allow fixing additional 2 miles per year
- What about the fee?
  - Residential -> \$2.50/month
  - Commercial -> \$6.00/month
  - Other types -> Varies

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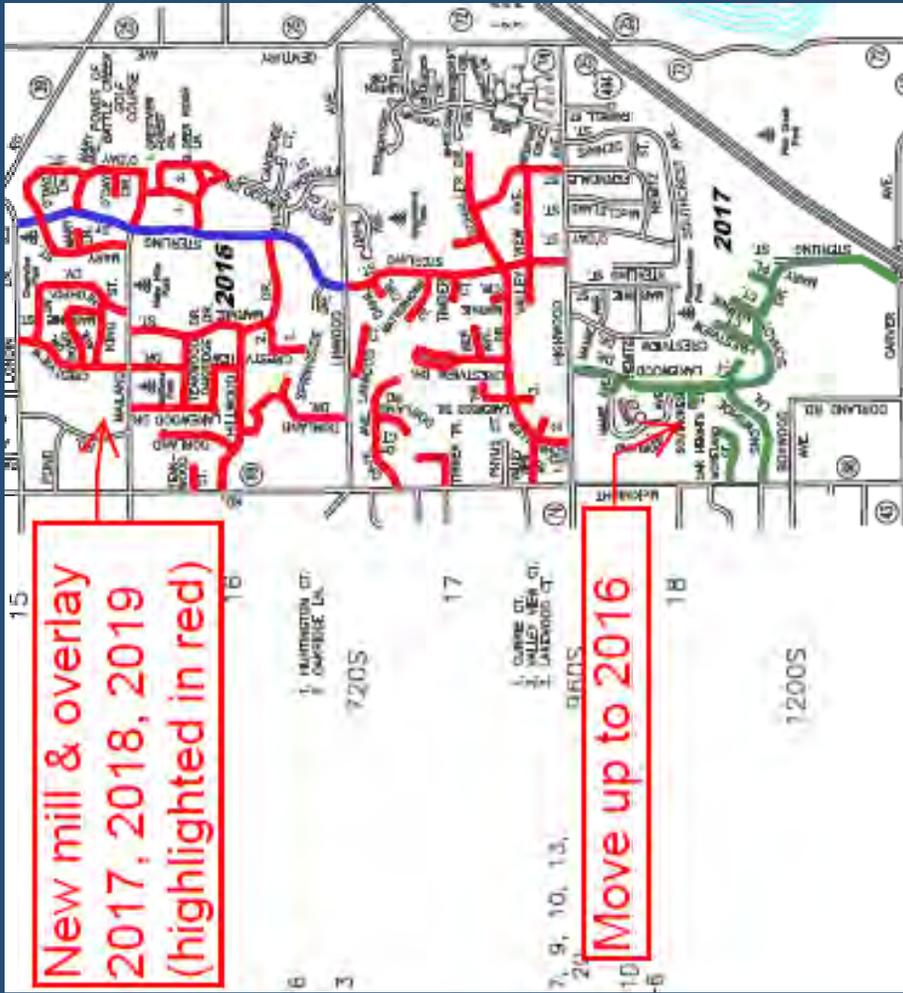
# Gas Franchise Fee Discussion

WHAT ABOUT OUR 135 MILES OF STREETS IN 5 YEARS?



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# Gas Franchise – More Fixes



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# Gas Franchise Fee Discussion

*Where do we go from here?*

- Staff proposes to move forward to address deteriorating pavement
- Public outreach for additional feedback
- If support, bring back report of public outreach, proposed ordinance language, fee schedule, and continued coordination with Xcel Energy

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# Gas Franchise Fee Discussion

## QUESTIONS OR COMMENTS?

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November 10, 2014  
City of Maplewood, Minnesota

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

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

**DATE:** May 20, 2015

**SUBJECT:** Approval of Stormwater Ordinances and Standards

- a. Approval of First Reading of Revised Stormwater Related Ordinances
- b. Approval of Revisions to the Maplewood Stormwater Management Standards

**Introduction**

The City Council will consider approval of a first reading for stormwater related ordinances. The City Council will also consider approval of revisions to the Maplewood Stormwater Management Standards (MSMS). Two separate motions and approvals are requested.

**Background**

A 1987 amendment to the federal Clean Water Act required implementation of a two-phase comprehensive national program to address pollution from stormwater runoff. This program was named the National Pollutant Discharge Elimination System (NPDES). Since 1991, NPDES Phase I regulated cities with populations of 100,000 or more. NPDES Phase II took effect in 2003, regulating cities with populations of 10,000 or more. Maplewood is among a group of approximately 220 entities in Minnesota listed as a small Mandatory MS4 under the NPDES Phase II permit.

The State of Minnesota regulates the disposal of stormwater by a State Disposal System (SDS) permit. The Minnesota Pollution Control Agency (MPCA) administers both NPDES and SDS permits in Minnesota. In turn, the MPCA regulates cities and other public entities through its Municipal Separate Storm Sewer System (MS4) permit. The MPCA typically reissues the MS4 permit once every five years. All MS4 cities are required to submit for coverage each time the MS4 permit is reissued. In 2013 the City of Maplewood applied for coverage under the new MS4 permit and was issued coverage on March 17, 2014.

The Environmental and Natural Resources Commission reviewed and approved the amendments to the stormwater related ordinances and MSMS at the April 20, 2015 commission meeting. Minor revisions were made based on the feedback from the commission.

## Discussion

As part of the permitting application process the City was required to review the new permit and to make necessary changes to bring the City's storm water pollution prevention plan (SWPPP) into compliance with requirements of the new permit. The following is a list of the City Code chapters that are recommended to be revised and a summary of the main changes that are necessary to meet the requirements of the new MS4 permit:

- Chapter 18, Article III – Erosion and Sediment Control
  - Updated language that covers items such as permits and agreements that the City will require prior to commencing with land disturbance activities
  - Updated definitions
  - Updated language for erosion and sediment control plans
    - Detailed lists of items and content required for an erosion and sediment plans has been removed
      - This information is subject to change in the future with each new reissuance of the MS4 permit
    - New language for the erosion and sediment control plan has been added that states that the erosion and control plans have to meet the requirements of the MPCA's Construction Stormwater Permit
  - Updated language on the approval process for grading permits
- Chapter 18, Article VII – Stormwater Management
  - New language that states that the Maplewood Stormwater Management Standards (MSMS) serve as the guiding document for stormwater design within the City of Maplewood
  - Definitions related to Illicit Discharge
  - New language that covers the prohibition of illicit connections, illicit discharge inspections, monitoring and testing in response to illicit discharges, violations, penalties, and remedies
- Chapter 40, Article II - Sewers
  - Revised language that states discharges for properties may be deemed as an illicit discharge
  - Revised language that allows the City to recover costs, paid by the city, related to violations (e.g. clean up costs)
  - Miscellaneous language revisions

These changes are shown on the attached City Code sections with additions being underlined and deletions being stricken (Attachments 1, 2, and 3)

Along with the above changes to the City Code revisions to the Maplewood Stormwater Management Standards (MSMS) are required to meet the new MS4 permit. The following is a summary of the main changes to the MSMS that are necessary to meet the requirements of the new MS4 permit:

- Maplewood Stormwater Management Standards (MSMS)
  - New language that states that the MSMS serves as the guiding document for stormwater design within the City of Maplewood
  - Add "full depth mill" projects to the list of projects that are exempt from the City's water quality and rate control requirements
    - "full depth mill" projects are pavement replacement/rehabilitation projects

- and are not as extensive as a partial or full reconstruction project where new or expanded storm sewer system components are included as part of the project
- Revised the infiltration/volume control requirement from a volume of 1 inch to 1.1 inches over all new impervious portions of a project or all impervious portions of a redevelopment project
    - This change is consistent with Capital Region Watershed and Ramsey Washington Watershed districts recently adopted rule changes
  - Revised credit given for filtration practices from 70% to 50%
    - This change is consistent with Capital Region Watershed and Ramsey Washington Watershed districts recently adopted rule changes
  - New language that covers mitigation provisions for projects where the conditions for post-construction stormwater management for water quality treatment cannot be cost effectively met on site
    - This language includes selection of locations for mitigation projects, approval process, maintenance, and payment into the City's Environmental Utility Fund (EUF) for future mitigation projects
  - New language recognizing the use of National Weather Services (NOAA) Atlas 14 rainfall depths and distributions
    - The use of Atlas 14 rainfall depths and distributions was approved by the City Council at the December 19, 2013 council meeting
  - Revised language on design data submittal requirement for meeting infiltration/volume control requirements and volume reduction requirements during city review of proposed projects
  - New language on restrictions for using infiltration systems
  - Revised soils classification table
  - New language describing requirements of a signed maintenance agreement for private infiltration systems
  - New language detailing requirements for erosion and sediment control plans

These changes are shown on the attached MSMS with additions being underlined and deletions being stricken (Attachments 4).

### **Budget Impact**

There are no budget impacts associated with this agenda item.

### **Recommendation**

It is recommended that the City Council approve the first reading for the stormwater related ordinances. It is additionally recommended that the City Council approve the Maplewood Stormwater Management Standards. This requires two separate motions and approvals.

### **Attachments**

1. City Code – Chapter 18, Article III – Erosion and Sediment Control
2. City Code – Chapter 18, Article VII – Storm Water Management
3. City Code – Chapter 40, Article II - Sewers
4. Maplewood Stormwater Management Standards (MSMS)

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ARTICLE III. EROSION AND SEDIMENTATION CONTROL

• **ARTICLE III. —EROSION AND SEDIMENTATION CONTROL** <sup>[5]</sup>

Sec. 18-141. Purpose.

Sec. 18-142. Scope.

Sec. 18-143. Definitions.

Sec. 18-144. Erosion and sediment control plan.

Sec. 18-145. Review of plan.

Sec. 18-146. Modification of plan.

Sec. 18-147. Escrow requirement.

Sec. 18-148. Enforcement; penalty.

Secs. 18-149—18-175. Reserved.

**Sec. 18-141. Purpose.**

• The purpose of this article is to control or eliminate soil erosion and sedimentation within the city. This article establishes standards and specifications for conservation practices and planning activities which minimize soil erosion and sedimentation.

(Code 1982, § 11.5-1)

• **Sec. 18-142. —Scope.**

Except as exempted by the definition of the term "land disturbance activity" in section 18-143, any person, state agency, or political subdivision thereof proposing land disturbance activity within the city shall apply to the city for ~~the approval of a grading permit, submit an erosion and sediment control plan, and sign an erosion control compliance agreement.~~ No land shall be disturbed until the erosion control compliance agreement has been signed, the erosion and sediment control plan. ~~No land shall be disturbed until the plan is~~ has been approved, installed erosion and sediment control best management practices have been inspected by ~~the city and conforms~~ City staff, and the grading permit has been issued. The erosion and sediment control plan shall conform to the standards set forth in this article and meet the requirements for erosion and sediment control and waste controls in accordance with the MPCA's Construction Stormwater Permit as defined in section 18-143.

(Code 1982, § 11.5-2)

• **Sec. 18-143. —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:

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ARTICLE III. EROSION AND SEDIMENTATION CONTROL

Applicant means a person, business, corporation, state agency, or political subdivision thereof who is submitting for coverage under one of the City's permits or submitting design plans for review by the City.

Best Management Practices or BMPs means practices to prevent or reduce the pollution of the stormwater runoff, including schedules of activities, prohibition of practices, and other management practices, and also includes treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge, or waste disposal or drainage from raw material storage.

BMP Manual means the MPCA's most current Stormwater Best Management Practices Manual.

Developer means a person, business, corporation, legal entity, state agency, or political subdivision thereof engaged in a land disturbance activity.

~~District means the Ramsey Soil and Water Conservation District organized and operating under Minn. Stats. ch. 40.~~

Erosion means any process that wears away the surface of the land by the action of water, wind, ice, or gravity. Erosion can be accelerated by the human and/or natural activities ~~of man and nature~~.

Erosion and sediment control plan means a document containing the requirements of section 18-144 that, when implemented, will decrease soil erosion on a parcel of land and being developed, as well as off-site sediment damages.

~~Erosion and sediment control practice specifications and erosion and sediment control practices mean the management procedures, techniques, and methods to control soil erosion and sedimentation as officially adopted by the district.~~ control compliance agreement means a document stating that all BMPs will be installed and inspected prior to any land disturbing activities, the BMPs will be maintained throughout the entirety of the project, and that the project site will be stabilized prior to granting a Certificate of Occupancy and/or release of any grading permit escrow.

Land disturbance activity means land change that may result in soil erosion from water ~~or~~, wind, ice, or gravity and the movement of sediments into or upon waters or lands of the ~~county~~ city, adjacent cities or any adjacent properties, including clearing, grading, excavating, transporting and filling of land. The term, "land disturbance activity" ~~u~~, does not mean the following:

- (1) Minor land disturbance activities such as home gardens and an individual's home landscaping, repairs, and maintenance work.
- (2) Construction, installation, and maintenance of electric, telephone, and cable television utility lines or individual service connections to these utilities, except where a minimum of 10,000 square feet of land disturbance can be anticipated.
- (3) Tilling, planting, or harvesting of agricultural, horticultural, or silvicultural crops.
- (4) Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles.
- (5)

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ARTICLE III. EROSION AND SEDIMENTATION CONTROL

\_\_\_ Emergency work to protect life, limb, or property and emergency repairs. However, if the land disturbing activity would have required an approved erosion and sediment control plan except for the emergency, the land area disturbed shall be shaped and stabilized in accordance with the requirement of the local plan-approving authority or the district when applicable.

~~*Ramsey County Erosion and Sediment Control Handbook and handbook mean the most recent edition of the handbook which contains the erosion and sediment control practice specifications and planning procedures to control soil erosion and sedimentation. The Ramsey County Erosion and Sediment Control Handbook shall be adopted by the Ramsey Soil and Water Conservation District.*~~

MPCA means the Minnesota Pollution Control Agency.

MPCA's Construction Stormwater Permit means the most current adopted Minnesota Pollution Control Agency general permit to Discharge Stormwater Associated with Construction Activity.

MSMS means the most current version of the Maplewood Stormwater Management Standards.

*Sediment* means solid mineral or organic material that, in suspension, is being transported or has been moved from its original site by air, water, gravity, or ice and has been deposited at another location.

*Sedimentation* means the process or action of depositing sediment that is determined to have been caused by erosion.

(Code 1982, § 11.5-3)

**Cross reference**— Definitions generally, § 1-2.

• **Sec. 18-144. –Erosion and sediment control plan.**

(a)

\_\_\_ ~~*Required.*~~ Every applicant for a building permit, a subdivision approval, grading permit, or a permit to allow land disturbing activities must submit an erosion and sediment control plan to the ~~city engineer.~~City. No building permit, subdivision approval, grading permit, or permit to allow land disturbing activities shall be issued until approval of the erosion and sediment control plan.

(b)

\_\_\_ ~~*Criteria addressed.*~~ The erosion and sediment control plan shall ~~address~~meet the ~~following criteria:~~

(1)

~~Stabilize all exposed soils~~requirements of the MPCA's Construction Stormwater Permit and ~~soil stockpiles.~~

(2)

~~Establish permanent vegetation.~~

(3)

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ARTICLE III. EROSION AND SEDIMENTATION CONTROL

~~Prevent sediment damage to adjacent properties and other designated areas.~~

~~(4)~~

~~Schedule erosion and sediment control practices.~~

~~(5)~~

~~Use temporary sedimentation basins.~~

~~(6)~~

~~Engineer the construction of steep slopes.~~

~~(7)~~

~~Control the stormwater leaving a site.~~ MSMS.

~~(8)~~

~~Stabilize all waterways and outlets.~~

~~(9)~~

~~Protect storm sewers from the entrance of sediment.~~

~~(10)~~

~~When working in or crossing water bodies, take precautions to contain sediment.~~

~~(11)~~

~~Restabilize utility construction areas as soon as possible.~~

~~(12)~~

~~Protect paved roads from sediment and mud brought in from access routes.~~

~~(13)~~

~~Dispose of temporary erosion and sediment control measures.~~

~~(14)~~

~~Maintain all temporary and permanent erosion and sediment control practices.~~

(c)

Contents of plan. The erosion and sediment control plan shall ~~include the following:~~

~~(1)~~

~~Project description:~~ meet the plan requirements of the MPCA's Construction Stormwater Permit and the nature and purpose of the land disturbing activity and the amount of grading involved. MSMS.

~~(2)~~

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ARTICLE III. EROSION AND SEDIMENTATION CONTROL

~~Phasing of construction: the nature and purpose of the land disturbing activity and the amount of grading, utilities, and building construction.~~

~~(3)~~

~~Existing site conditions: existing topography, vegetation, and drainage.~~

~~(4)~~

~~Adjacent areas, neighboring streams, lakes, residential areas, roads, etc., which might be affected by the land disturbing activity.~~

~~(5)~~

~~Soils: soil names, mapping units, erodibility.~~

~~(6)~~

~~Critical erosion areas: areas on the site that have potential for serious erosion problems.~~

~~(7)~~

~~Erosion and sediment control measures: methods to be used to control erosion and sedimentation on the site, both during and after the construction process.~~

~~(8)~~

~~Permanent stabilization: how the site will be stabilized after construction is completed, including specifications.~~

~~(9)~~

~~Stormwater management: how storm runoff will be managed, including methods to be used if the development will result in increased peak rates of runoff.~~

~~(10)~~

~~Maintenance: schedule of regular inspections and repair of erosion and sediment control structures.~~

~~(11)~~

~~Calculations: any that were made for the design of such items as sediment basins, diversions, waterways, and other applicable practices.~~

~~(d)~~

~~*Variance.* Where, in the judgment of a registered professional engineer experienced in the field of erosion and sediment control, site conditions warrant or where the practices or practice standards, as conditioned in the handbook, will be insufficient to control erosion and sedimentation for a land~~

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ARTICLE III. EROSION AND SEDIMENTATION CONTROL

~~disturbance activity, the city engineer may grant a variance from the use of the handbook on a case-by-case basis. The content of a variance shall be specific and shall not affect other approved provisions of a plan.~~

(Code 1982, § 11.5-4)

• **Sec. 18-145. –Review of plan.**

(a)

~~Generally.~~ The city appoints ~~the city engineer~~ a staff member to review the erosion and sediment control plan. The ~~Ramsey County Erosion and Sediment Control Handbook~~ most current version of the MPCA's BMP Manual and the MSMS are the reference for erosion and sediment control practice specifications in the city. ~~The city engineer shall review the erosion and sediment control plan within seven days of receiving the plan from the developer.~~

(b)

*Permit required* Approval process. If the city determines that the erosion and sediment control plan meets the requirements of this article, the developer will be instructed to proceed with the installation of the proposed erosion and sediment control BMP's. Once the erosion and sediment control BMP's are installed the applicant will contact the city for a field inspection. If additional BMP's are found to be required or if there are any adjustments to the installed BMP's the city shall notify the applicant. A follow up inspection will be scheduled after the requested changes are made. Once the field inspection has been approved the city shall issue a permit, valid for a specified period of time, that authorizes the land disturbance activity contingent on the implementation and completion of the erosion and sediment control plan.

(c)

*Denial.* If the city determines that the erosion and sediment control plan does not meet the requirements of this article, the city shall not issue a permit for the land disturbance activity. The erosion and sediment control plan must be resubmitted for approval before the land disturbance activity begins. All land use and building permits must be suspended until the developer applicant has an approved erosion and sediment control plan.

(d)

*Permit suspension.* If the city determines that the approved erosion and sediment control plan is not being implemented according to ~~the~~ that schedule or the control measures are not being properly maintained, all land use and building permits must be suspended until the developer applicant has fully implemented and maintained the control measures identified in the approved erosion and sediment control plan.

(Code 1982, § 11.5-5)

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• **Sec. 18-146. –Modification of plan.**

An approved erosion and sediment control plan may be modified on submission of an application for modification to the city and subsequent approval by the city engineer- or appointed staff member. In reviewing such application, the city-~~engineer~~ may require additional reports and data.

(Code 1982, § 11.5-6)

• **Sec. 18-147. –Escrow requirement.**

After approval of an erosion and sediment control plan, the city shall require the ~~payer~~applicant to escrow a sum of money sufficient to ensure the installation, completion, and maintenance of the erosion and sediment control plan and practices- ~~as set from time to time by the city council~~. The escrow may be reduced, upon request, after phases of the project are complete. ~~However, the~~The escrow ~~shall not be less than \$1,000.00~~amount will vary depending on the size and scope of the project. Upon project completion, ~~the~~all remaining escrow shall be returned to the ~~payer~~applicant.

(Code 1982, § 11.5-7)

• **Sec. 18-148. –Enforcement; penalty.**

(a)

\_\_\_ The city shall be responsible for the enforcement of this article.

(b)

\_\_\_ Any person who fails to comply with or violates any section of this article shall be ~~deemed~~guilty~~charged with~~ of a misdemeanor and, upon conviction, shall be subject to punishment in accordance with section 1-15. All land use and building permits shall be suspended until the ~~developer~~applicant has corrected the violation and amended the erosion and sediment control plan for the land disturbance activity. Each day that a separate violation exists shall constitute a separate offense.

(c) Remedies not exclusive: The remedies listed in this division are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the City of Maplewood to seek cumulative remedies. The City of Maplewood may recover all attorneys' fees, court costs, and clean up costs associated with enforcement of this division including sampling and monitoring expenses. The City may recover all fees and costs by assessing the costs to the property.

(d) Compatibility with other regulations: This ordinance is not intended to modify or repeal any other ordinance, rule regulation, or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

(e) Severability: If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

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ARTICLE III. EROSION AND SEDIMENTATION CONTROL

(Code 1982, § 11.5-8)

- **Secs. 18-149—18-175. —Reserved.**

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FOOTNOTE(S):

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--- (5) ---

**Cross reference—** Erosion control and soils, § 12-309; streets, sidewalks and other public places, ch. 32. (Back)

**State Law reference—** Soil erosion generally, Minn. Stats. § 103F.401 et seq.; authority of city to adopt a soil erosion ordinance, Minn. Stats. § 103F.405. (Back)

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ARTICLE VII. STORMWATER MANAGEMENT

• **ARTICLE VII. ~~STORMWATER MANAGEMENT~~** <sup>[7]</sup>

**FOOTNOTE(S):**

~~---~~ **(7)** ~~---~~

~~Editor's note~~ Ord. No. 003, § 2, adopted June 14, 2010, set out provisions intended for use as §§ 18-180—18-183. For purposes of sequential numbering, and at the editor's discretion, these provisions have been included as §§ 18-271—18-274. Sec. 18-271. Applicability.

Sec. 18-272. Erosion control.

Sec. 18-273. Illicit discharges.

Sec. 18-274. Regulating use of coal tar-based sealer products.

Secs. 18-275—18-300. Reserved.

• **Sec. 18-271. ~~Applicability.~~**

The Maplewood Stormwater ~~management standards~~ Management Standards (MSMS) serves as the guiding document for stormwater design within the City of Maplewood. The City Engineer or qualified designated city staff shall ~~apply to use~~ engineering judgment during the design or review of storm sewer systems to determine if the design meets the requirements and/or intent of the MSMS.

All new development and redevelopment projects ~~which result in one half acre (21,780 square feet) or more of~~ meeting and/or exceeding the thresholds for disturbed area ~~or 5,000 square feet or more of~~ and/or new impervious surface ~~area, as defined by the MSMS, shall meet the requirements for runoff rates and water quality treatment as set forth by the MSMS.~~

~~(1)~~

a) ~~Runoff rates.~~ Runoff rates resulting from a project subject to the standards shall not exceed the pre-project runoff rates for the two-year, ten-year, and 100-year critical duration storm events.

~~(2)~~

b) ~~Water quality treatment.~~ ~~A runoff volume of at least one inch, over all new impervious and redevelopment impervious portions of a project, must be treated through~~ To the maximum extent practicable the required infiltration volume, as defined by the MSMS, shall be met onsite.

1) All proposed infiltration and filtration practices shall meet the requirements of the MSMS.

a:

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ARTICLE VII. STORMWATER MANAGEMENT

~~Filtration practices that are designed for partial recharge (e.g., bioretention basin with under drains) shall receive 70 percent credit for the runoff volume treatment requirement of one inch.~~

b.

- 2) For projects where infiltration or filtration is not feasible, or is prohibited as described in the stormwater management standards, the project must provide treatment systems that remove 90 percent total suspended solids (TSS) and 60 percent total phosphorus (TP) on an annual basis. MSMS, the project must meet the mitigation provision of the MSMS.

(Ord. No. 903, § 2, 6-14-2010)

• **Sec. 18-272. –Erosion control.**

Erosion control standards apply to all land disturbance activity unless specifically exempted by the definition of the term "land disturbance activity" in the city's erosion and sedimentation control ordinance provided in section 18-143.

(Ord. No. 903, § 2, 6-14-2010)

• **Sec. 18-273. –Illicit discharges.**

(a) 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 specifies a different meaning:

- (1) *Illicit Connection* means any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system including but not limited to any non-stormwater discharge such as sewage, process wastewater, and wash water, and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency.
- (2) *Illicit Discharge* means any discharge to a municipal separate storm sewer system that is not composed entirely of stormwater except discharges pursuant to a National Pollutant Discharge Elimination System (NPDES) permit (other than the NPDES permit for discharges from the municipal separate storm sewer system) and discharges resulting from firefighting activities.
- (3) *Municipal Separate Storm Sewer System (MS4)* means a stormwater conveyance or unified stormwater conveyance system (including but not limited to roads with drainage systems, municipal streets, catch basins, stormwater detention facilities, water quality treatment systems, curbs, gutters, ditches, natural or man-made channels, or sidewalks) owned and operated by the City of Maplewood and designed or used for collecting or conveying stormwater, and that is not used for collecting or conveying sewage.
- (4) *Non-stormwater* means any discharge to the municipal storm sewer system that is not composed entirely of stormwater.
- (5) *Street Wash Water* means water utilized by the City of Maplewood in sweeping/cleaning of streets.

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ARTICLE VII. STORMWATER MANAGEMENT

(6) Stormwater means any surface flow, runoff, and drainage consisting entirely of water in the form of natural precipitation, and resulting from such precipitation.

(7) Storm Sewer System means any facility by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detentions basins, natural and human made or altered drainage channels, reservoirs, water quality treatment systems, and other drainage structures.

(b) Prohibition of illicit discharges: No person shall throw, drain, or otherwise discharge, cause, or allow others under ~~its~~their control to throw, drain, or otherwise discharge into the ~~municipal separate storm sewer system any MS4 any non-stormwater,~~ pollutants, or waters containing any pollutants other than stormwater. The following discharges are exempt:

~~(1)~~

(1) Water line flushing performed by a government agency, other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, natural riparian habitat or wetland flows, irrigation water, individual residential car washing, dechlorinated swimming pool discharges, street wash water, and any other water source not containing pollutants;

~~(2)~~

(2) Discharges or flows from fire fighting, and other discharges specified in writing by the city as being necessary to protect public health and safety;

~~(3)~~

(3) The prohibition provision above shall not apply to any non-stormwater discharge permitted under an National Pollutant Discharge Elimination System (NPDES) permit or order issued to the discharger and administered under the authority of the ~~State~~Minnesota Pollution Control Agency and the ~~Federal~~U.S. Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the (municipal/county) separate storm sewer system.

~~(4)~~

(4) These requirements do not replace or supersede other city ordinances, watershed district rules or permit requirements, or state and federal rules or permits required for the project.

(c) Prohibition of illicit connections: No person shall use any illicit connection to intentionally convey non-stormwater to a storm sewer system. The construction, use, maintenance or continued existence of illicit connections to a storm sewer system is prohibited. This prohibition includes, without limitation; illicit connections made in the past, regardless of whether the connection was permissible under the law or practices applicable or prevailing at the time of connection.

(d) Inspection, monitoring, and testing: In response to a reported and/or identified illicit discharge the City shall track the illicit discharge back to its source.

(1) The City Engineer and other duly authorized employees of the City, bearing proper credentials and identification, shall at reasonable times be permitted to enter upon all properties in the city utilizing proper procedures for the purpose of inspection, observation,

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emergency response, measurement, sampling and testing in connection with illicit discharge and the operation of the storm sewer system.

- (2) The City of Maplewood shall be permitted to enter and inspect facilities subject to regulation under this division as necessary to determine compliance with this division.
  - (3) The City of Maplewood shall have the right to set up at any storm sewer system devices necessary in the opinion of the City to conduct monitoring, sampling and/or dye testing of the facility's stormwater discharge without need of securing any easement, license or permit from the landowner.
- (e) *Violations, penalties and remedies:* It shall be unlawful to violate any provisions or fail to comply with any of the requirements of this ordinance. The following is a list of penalties and remedies that are available to the City and can be used to enforce violations, depending on their severity:
- (1) The City may send a letter of notice explaining to the person(s) responsible for the violation what activities need to change and potential impacts that continuing such activities may have.
  - (2) The City may send a code enforcement letter to the person(s) responsible for the violation explaining what activities need to change, the cleanup measures that need to be performed by the individual(s), a deadline for completing the cleanup work, and the penalties for failing to meet the cleanup deadline.
  - (3) The City may take legal action against any person(s) violating any provision of this article. Any person(s) violating any provision of this article may be charged with a misdemeanor and be subject to criminal penalties and restitution, if any.
  - (4) In the event the violation constitutes an immediate danger to public health or safety, the city is authorized to enter upon the subject property without giving prior notice to take any and all measures necessary to abate the violation and/or restore the property. In the event that the City is forced to perform such abatement, the costs shall be assessed to the property.
  - (5) The City may, without prior notice, suspend storm sewer system access to any building/site when such suspension is necessary to stop an actual or threatened discharge, which presents or may present imminent and substantial danger to the environment, to the health or welfare of persons, or to the storm sewer system or surface waters.
  - (6) Failure to comply with a suspension order issued in an emergency will result in any process deemed necessary to prevent or minimize damage to the storm sewer system or surface waters, or to minimize danger to persons or property.
- (f) *Remedies not exclusive:* The remedies listed in this division are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the City of Maplewood to seek cumulative remedies. The City of Maplewood may recover all attorneys' fees, court costs, and clean up costs associated with enforcement of this division including sampling and monitoring expenses. The City may recover all fees and costs by assessing the costs to the property.
- (g) *Compatibility with other regulations:* This ordinance is not intended to modify or repeal any other ordinance, rule regulation, or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

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(h) Severability: If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

(Ord. No. 903, § 2, 6-14-2010)

• **Sec. 18-274. –Regulating use of coal tar-based sealer products.**

(a)

Purpose. The city understands that lakes, rivers, streams and other bodies of water are natural assets which enhance the environmental, recreational, cultural and economic resources and contribute to the general health and welfare of the community. The use of sealers on asphalt driveways is a common practice. However, scientific studies on the use of driveway sealers have demonstrated a relationship between stormwater runoff and certain health and environmental concerns. Regulation of sealer products within the city is needed in order to protect, restore, and preserve the quality of its waters.

(b)

~~Definitions. Except as may otherwise be provided or clearly implied by context, all terms used in this article shall be given their commonly accepted definitions. For the purpose of section 18-274 of this article, the following definitions shall apply unless the context clear indicates or requires a different meaning:~~

*Asphalt-based sealer.* A petroleum-based sealer material that is commonly used on driveways, parking lots, and other surfaces and which does not contain coal tar.

*Coal tar.* A byproduct of the process used to refine coal.

*Coal tar-based sealer.* A sealer material containing coal tar that has not been mixed with asphalt and which is commonly used on driveways, parking lots and other surfaces.

*PAHs (polycyclic aromatic hydrocarbons).* A group of organic chemicals formed during the incomplete burning of coal, oil, gas, or other organic substances. ~~Present present~~ in coal tar and believed harmful to humans, fish, and other aquatic life.

(c)

Prohibitions.

(1)

No person shall apply any coal tar-based sealer to any driveway, parking lot, or other surface within the city.

(2)

No person shall contract with any commercial sealer product applicator, residential or commercial developer, or any other person for the application of any coal tar-based sealer to any driveway, parking lot, or other surface within the city.

(3)

No commercial sealer product applicator, residential or commercial developer, or other similar individual or organization shall direct any employee, independent contractor, volunteer, or other

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person to apply any coal tar-based sealer to any driveway, parking lot, or other surface within the city.

(d)

Exemption. Upon the express written approval from both the ~~city~~City and the MPCA, a person conducting bona fide research on the effects of coal tar-based sealer products or PAHs on the environment shall be exempt from the prohibitions provided in [section 18-274](#).

(e)

Asphalt-based sealcoat products. The provisions of this article shall only apply to use of coal tar-based sealer in the city and shall not affect the use of asphalt-based sealer products within the city.

(Ord. No. 903, § 2, 6-14-2010)

• **Secs. 18-275—18-300. —Reserved.**

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FOOTNOTE(S):

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Editor's note— Ord. No. 903, § 2, adopted June 14, 2010, set out provisions intended for use as §§ 18-180—18-183. For purposes of sequential numbering, and at the editor's discretion, these provisions have been included as §§ 18-271—18-274. (Back)

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Chapter 40 - UTILITIES

ARTICLE II. - SEWERS

DIVISION 1. GENERALLY

**Chapter 40**

**ARTICLE II Sewers**

***DIVISION 1. --GENERALLY***

**~~Sec. 40-26. -- Operation of municipal sanitary sewer system as public utility.~~**

Sec. 40-26. Operation of municipal sanitary sewer system as public utility.

Sec. 40-27. Discharges from properties.

Sec. 40-28. Right of entry.

Sec. 40-29. Causing damage to sewer system.

Sec. 40-30. Variations from requirements of article.

Sec. 40-31. Violations of article.

Secs. 40-32—40-60. Reserved.

**Sec. 40-26. Operation of municipal sanitary sewer system as public utility.**

The entire municipal sanitary sewer system of the city shall be operated as a public utility and convenience from which revenues will be derived, subject to this article.

(Code 1982, § 28-1)

***Sec. 40-27. --Discharges from properties.***

No person shall discharge out of or permit to flow from ~~his~~any residence or place of business or any other property operated or owned by such person any foul or odorous liquids, slops or substances into any ~~street, lane,~~ private ground, ~~street, lane~~ or public ground within the city or into any body of water, stream or ditch, except into a sanitary sewer pursuant to this article. - Violation of this ordinance may be deemed as an illicit discharge in accordance with Sec. 18-273.

(Code 1982, § 28-2)

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- **Sec. 40-28. –Right of entry.**

The city engineer and other duly authorized employees of the city, bearing proper credentials and identification, shall at reasonable times be permitted to enter upon all properties in the city utilizing proper procedures for the purpose of inspection, observation, measurement, emergency response, sampling and testing in connection with the operation of the municipal sanitary sewer system.

(Code 1982, § 28-3)

- **Sec. 40-29. –Causing damage to sewer system.**

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the municipal sewer system.

(Code 1982, § 28-4)

- **Sec. 40-30. –Variations from requirements of article.**

The plumbingcity sewer inspector may permit variations from the strict application of any of the sections of this article if ~~he is~~ satisfied that there are special circumstances or conditions affecting the premises for which the variancevariation is requested and that the granting of such variation will not materially adversely affect health, safety or general welfare or public or private property. Any variation permitted under this section must be noted on the permit.

(Code 1982, § 28-5)

- **Sec. 40-31. –Violations of article.**

Unless expressly otherwise provided, any person found guilty of violating any section of this article shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-15- and or to the extent allowed under Minnesota law and may also be required to pay any restitution for costs associated with the violation, e.g. clean-up costs borne by the City.

(Code 1982, § 28-6)

- ~~Secs. 40-32—40-60. –Reserved.~~

## Maplewood Engineering Regulations

~~April 9, 2010~~  
XXXXX XX, 2015

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### Maplewood Stormwater Management Standards

The City of Maplewood (City) has developed specific stormwater management standard requirements in this section that apply to development and redevelopment projects. These standards are intended to help achieve the ~~water resource~~ goals of the City's Surface Water Management Plan (SWMP) and help the City maintain compliance with the National Pollutant Discharge Elimination System (NPDES) municipal permit program ~~which the City holds a permit to participate in~~. These standards highlight important aspects of the requirements for stormwater quality, discharge rate and volume control, erosion control, and illicit discharge.

These standards do not replace or supersede City ordinances, watershed district regulations, state and federal rules or permits required for the project. For a more detailed listing of requirements see the specific policies of the City's SWMP and the applicable City ordinances, or consult with City staff on your specific project.

To accomplish the goals of the SWMP, it is important ~~that~~ the City ~~to~~ have consistent approaches ~~to~~ evaluating proposed development and redevelopment projects. Therefore, all hydrologic, hydraulic and water quality analysis must be prepared and submitted in a format that will allow for a timely and efficient review by City staff.

Project designers and/or developers are encouraged to schedule and complete a pre-design meeting with the City before any data ~~will be accepted~~ is submitted for review. The purpose of the meeting is to specifically address approvals and permits, ~~and~~ detailed design requirements, trunk storm drain analysis, wetland impacts, water quality treatment, erosion control and discharge to lakes and sensitive wetland resources.

The Maplewood Stormwater Management Standards (MSMS) serve as the guiding document for stormwater design within the City of Maplewood. The City Engineer or qualified designated city staff shall use engineering judgment during the design or review of storm sewer systems to determine if the design meets the requirements and/or intent of the MSMS as set forth herein.

#### 1) General

- a) Erosion control standards apply to all land disturbance activity unless specifically exempted by the definition of the term, "land disturbance activity<sup>22</sup>" in the City's Erosion and Sedimentation Control Ordinance.
- b) The City's water quality treatment and rate control requirements apply to projects which result in one-half acre or twenty-one thousand, seven hundred eighty (21,780) square feet

or more of disturbed area or five thousand (5,000) square feet or more of new impervious surface, ~~and,~~

- c) Projects conducting mill and overlay, full depth mill, or other surface pavement treatments, ~~— (where aggregate base is left undisturbed, not excavated),~~ on existing impervious areas are exempt from the City’s water quality treatment and rate control requirements. However, requirements must be met if the project ~~impacts~~requires excavation and/or removal of the base and/or sub-base materials for 21,780 square feet ~~(one-half acre)~~ or more of disturbed area.
- d) Projects in the Floodplain Overlay District or Shoreland Overlay District may have additional requirements which are defined in the City’s Floodplain and Shoreland Ordinances and/or the Watershed District regulations.
- e) Any work within a wetland, surface water, or Federal Emergency Management Agency (FEMA) designated floodplain may require permits to be obtained from, but not limited to, the City, ~~watershed district,~~ Watershed District, Minnesota Department of Natural Resources ~~(DNR MnDNR)~~ and/or the U.S. Army Corps of Engineers. All applicable permits for the specific project must be obtained prior to commencing ~~land disturbance,~~ construction, grading, clearing, or filling activities.
- f) The owner shall submit the information listed in Section 8 (Stormwater Plan Submittals) of these ~~Standards~~ MSMS to the City for review.

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2) Water Quality Treatment.

a) Infiltration/Volume Control Requirement

1) For all new impervious portions of a project or all impervious portions of a redevelopment project, a runoff volume of ~~one (1) inch,~~ 1 inches must be treated through infiltration practices.

~~2) For all redevelopment impervious portions of a project, a runoff volume of 1 inch must be treated through infiltration practices.~~

~~3) 2) Filtration practices that are designed for partial recharge (e.g., bioretention basin with under drains) shall receive seventy five percent (~~70~~55) credit for infiltration/volume control. Trees and shrubs are encouraged to be incorporated into filtration practice designs.~~

3) Filtration practices that incorporate iron-enhanced sand used as a filtration media shall receive eighty percent (80%) credit for infiltration/volume control.

(1) Iron-enhanced media shall include a minimum of 5% of iron filings by weight and shall be uniformly blended with filtration media.

b) Pollutant Removal Requirements. For projects that have met the infiltration/volume control requirements above, the pollutant removal requirements are considered to be met. For projects where infiltration or filtration is not feasible or is prohibited (see Item 5.a.), the following pollutant removal standards (based on a standard Nationwide Urban Runoff

Program, NURP, particle size distribution) apply prior to reaching a downstream receiving water:

1) ~~For~~For redevelopment portions of a site or new development portions of a site, provide treatment to remove ninety percent (90%) total suspended solids (TSS) and sixty percent (60%) total phosphorus (TP) as modeled on an annual basis.

~~2) For redevelopment portions of a site, provide treatment to remove 90% TSS and 60% TP as modeled on an annual basis.~~

c) Mitigation Provisions. To the maximum extent practicable post construction management for water quality treatment shall be fully met onsite. For projects where the conditions for post-construction stormwater management for water quality treatment cannot be cost effectively met on site, as determined by the City and described by Item 5.a. and Item 5.b. above, the following mitigation requirements shall be met:

1) Mitigation project areas are selected in the following order of preference:

(1) Locations that yield benefits to the same receiving water that receives runoff from the original construction activity.

(2) Locations within the same MnDNR catchment area as the original construction activity.

(3) Locations in the next adjacent MnDNR catchment area up-stream.

(4) Locations anywhere within the permittee's jurisdiction.

2) Approval of mitigation projects, for all that are required to meet the post construction management for water quality treatment with a proposed disturbed area between 0.5 acre and 1 acre, shall be coordinated with the City.

3) Approval of mitigation projects, for all that are required to meet the post construction management for water quality treatment with a proposed disturbed area of 1 acre or greater, shall be coordinated with the City and the appropriate watershed district.

4) Mitigation projects must involve the creation of new permanent stormwater Best Management Practices (BMPs) or the retrofit of existing permanent stormwater BMPs, or the use of a properly designed regional permanent stormwater BMP.

5) Routine required maintenance of existing permanent stormwater BMPs cannot be used to meet mitigation requirements.

6) Mitigation projects shall be completed within 24 months after the start of the original construction activity.

7) The City shall determine, and document, who is responsible for long-term maintenance on all City approved mitigation projects.

8) As a last alternative, on projects that are required to meet the post construction management for water quality treatment with a proposed disturbed area between 0.5 acres and 1 acre, the applicant shall pay into the City's Environmental Utility Fund

(EUF) to cover the cost of implementing an equivalent mitigation project in accordance with the above requirements.

(1) The required amount to contribute to the EUF shall determined based on the size and scope of each project.

(2) Money contributed to the EUF, to offset the post construction management of water quality treatment that was not achieved on the permitted development, shall be utilized by the City to construct public stormwater projects that address water quality.

9) As a last alternative, on projects that are required to meet the post construction management for water quality treatment with a proposed disturbed area of 1 acre or greater, the applicant shall coordinate with the City and the appropriate watershed district to pay into a stormwater impact fund managed by the watershed district.

### 3) Rate Control.

- a) Discharge rates leaving the site must not exceed the current rates for the 2, 10 and 100-year, critical duration (24-hour) storm events, using ~~a Type II storm distribution and antecedent moisture conditions 2 (AMC-2)~~ and the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 rainfall depths and distributions.
- b) On-site rate controls may not be needed if downstream (regional) facilities can be shown to adequately detain/retain the runoff to existing conditions. In this case, the developer or design engineer shall submit a technical evaluation completed by a qualified engineer which must be reviewed and approved by the City Engineer or their designee.
- c) Where a flow rate variance involves inter-community issues or significant water bodies, the regulatory jurisdiction (e.g. watershed district, DNR, adjacent city) shall have a review role. Any variances to the City's MSMS shall be reflected in subsequent plan submittals.

### 4) Design Computations.

- a) All hydrologic data shall be completed using NRCS methodology; i.e. HydroCAD or TR20/TR55, XP-SWMM or a comparable, City approved, method. Hydraulic calculations will be accepted in the rational method format or in commonly used software packages such as FHWA HY-8, Eagle Point or XP-SWMM or a ~~compatible~~ comparable, City approved, method. These computations shall be submitted to the City upon request.

- b) Rainfall amounts for hydrologic analysis shall be based on Hershfield, D.M., 1961, Rainfall Frequency Atlas of the United States for Duration of 30 Minutes to 24 Hours and Return Periods from 1 to 100 Years. Technical Publication No. 40 (TP 40). Atlas 14 data. Maplewood analyses shall use the values in the following table.

Rainfall Frequency	Rainfall (Inches)
2-Year 24-Hour	2.9
10-Year 24-Hour	4.3
100-Year 24-Hour	<del>6.07</del> 5

- c) For projects that do not meet the infiltration/volume control requirement, design engineers and developers shall determine the pollutant removal efficiency of the ~~best management practices (BMPs)~~ incorporated into the site plan using the available industry standard models including P8 (and using a standard NURP particle size distribution for the analysis) ~~or a comparable model approved by the City. As an alternative to preparing a site specific model, the development may provide a treatment volume (dead storage) of not less than two and one half (2.5) inches multiplied by the runoff coefficient calculated over the contributing drainage area to the pond. For example, a one (1) acre impervious site with a runoff coefficient of 0.90 that drains to a common treatment pond would be required to provide a dead storage volume of 0.19 acre feet or eight thousand two hundred (8,200) cubic feet. The Natural Resources Conservation Service Method may also be used upon City approval.~~, Win-SLAMM, MIDS or a comparable model approved by the City.
- d) ~~The volume reduction (in cubic feet) provided by surface infiltration practices shall be computed using the Ramsey Washington Metro Watershed District's (RWMWD) Volume Control Worksheet (available online at www.rwmwd.org). An alternative computation method may be used if the method considers the same factors as the RWMWD worksheet and provided the method is approved by the City Engineer prior to the project information being submitted to the City for review. Volume reduction (in cubic feet) calculations shall be submitted to the City for review for all surface infiltration practices.~~
- e) Local storm sewer systems shall be designed for the 10-year storm event. The Rational Method shall be the preferred methodology for the design of local systems. Culvert crossings or storm systems in County or State right-of-way may have a design frequency which differs from the City's 10-year design storm. The designer shall contact each agency/unit of government to determine the appropriate design frequency for hydrologically-connected systems.
- f) For culvert outlet velocities less than or equal to four (4) feet per second (fps), check shear stress to determine if vegetation or riprap will be adequate. If vegetation is used, temporary erosion control during and immediately following construction shall be used until vegetation becomes established. For velocities greater than four (4) fps, energy dissipaters shall be designed in accordance with Mn/DOT Design Criteria.
- g) High water elevations for landlocked areas (basins where no outlet exists) shall be established by first estimating the normal or initial water surface elevation at the

beginning of a rainfall or runoff event using a documented water budget, evidence of mottled soil, and/or an established ordinary high water level. The high water level analysis shall be based on runoff volume resulting from a 100-year/10-day ~~runoff~~ ~~(7.2 event~~ (10.0 inches and saturated or frozen soil conditions [CN=100]) and/or the runoff resulting from a 100-year back-to-back event (~~6.07.5~~ inches followed by ~~6.07.5~~ inches). The high water elevation shall be the higher of these two conditions.

- h) ~~The~~ For all new development and redevelopment projects the lowest floor elevation (LFE) of all buildings shall be set:

1) Utilizing the latest Atlas 14 rainfall frequency data.

~~1)2)~~ At least two (2) feet above the 100-year high water elevation and at least one (1) foot above a designated emergency overflow.

~~2)3)~~ For landlocked basins, at least five (5) feet above the higher of the elevations determined in Part 4.g.

5) Volume Control/Infiltration Practices Design Criteria.

- a) Infiltration systems are prohibited:

1) Where the bottom of the infiltration basin is less than three (3) feet to bedrock or the seasonally high water table;

2) ~~Low~~ In areas of low permeability soils (i.e., Hydrologic Soil Group D soils) or where a confining layer exists below the proposed basin;

3) Within fifty (50) feet of a public or private “water supply well” as defined by (Minn. Rules, Chapter 4725);

~~4) Potential stormwater hot spots~~ In areas where soil has been determined to not meet MPCA unrestricted use criteria or contaminated soils;

~~5)4)~~ contamination has been identified in groundwater at levels that exceed Minnesota Department of Health (MDH) drinking water standards. Within ten (10) feet of a property line or building foundation; and

~~6)5)~~ Within thirty-five (35) feet of a septic system tank or drain field.

6) Where industrial facilities are not authorized to infiltrate industrial stormwater under an NPDES/SDS Industrial Stormwater Permit issued by the MPCA, and:

7) Where vehicle fueling and maintenance occur.

- b) Restrict the use of infiltration techniques, without higher engineering review, sufficient to provide a functioning treatment system and prevent adverse impacts to groundwater, when the infiltration device will be constructed in areas:

1) Within 1,000 feet up-gradient, or 100 feet down-gradient of active karst features, and;

2) Where soil infiltration rates are more than 8.3 inches per hour.

3) Within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, subp. 13.

b)c) Infiltration practices must be designed to draw down to the bottom elevation of the practice within forty-eight (48) hours. The ponding depth shall be based on the soil infiltration rate determined from site-specific soils—investigation data taken from the location of proposed infiltration practices on the site (e.g., double ring infiltrometer test). The maximum ponding depth, regardless of infiltration rate shall be two (2) feet unless otherwise approved by the City Engineer, or their qualified designee. The soils—investigation requirement may be waived for residential property practices where the maximum ponding depth is one (1) foot or less. The following infiltration rates shall be used for the most restrictive underlying soil unless otherwise supported by an *in-situ* infiltration test:

Soil Group	Rate	Soil Textures	ASTM Unified Soil Class Symbols
A	1.63 in/hr	Gravel, sand, sandy gravel, silty gravel, loamy sand, sandy loam	GW, GP
	0.80 in/hr		GM, SW, SP
B	0.60 in/hr	Loam, silt loam	SM
	0.30 in/hr		ML, OL
C	0.20 in/hr	Sandy clay loam	GC, SC
D	0.00 in/hr	Clay loam, silty clay loam, sandy clay, silty clay, or clay	CL, CH, OH, MH

Source: *Minnesota Stormwater Manual, November 2005.*

Hydrological Soil Group	Infiltration Rate (inches/hour)	Soil Textures	Corresponding Unified Soil Classification
A	1.6	Gravel, sandy gravel, and silty gravels	GW - Well-graded gravels, sandy gravels
			GP - Gap-graded or uniform gravels, sandy gravels
A	0.8	Sand, loamy sand, or sandy loam	GM - Silty gravels, silty sandy gravels
			SW - Well-graded, gravelly sands
B	0.45	Silty sands, silty/gravelly sands	SP - Gap-graded or uniform sands, gravelly sands
			SM - Silty sands, silty gravelly sands
B	0.3	Loam, silt loam	MH - Micaceous silts, diatomaceous silts, volcanic ash
			ML - Silts, very fine sands, silty or clayey fine sands
C	0.2	Sandy clay loam	GC - Clayey gravels, clayey sandy gravels
D	0.06	Clay loam, silty clay loam, sandy clay, silty clay, or clay	SC - Clayey sands, clayey gravelly sands
			CL - Low plasticity clays, sandy or silty clays
			OL - Organic silts and clays or low plasticity
			CH - Highly plastic clays and sandy clays
			OH - Organic silts and clays of high plasticity

Source: *Minnesota Stormwater Manual, January 2014.*

e)d) Infiltration practices shall have provisions for pretreatment of the runoff.

Examples of pretreatment include: a mowed grass strip between a curb-cut and a small rain garden, a sump manhole or manufactured sediment trap prior to an infiltration basin, and a sediment forebay as the first cell of a two-cell treatment system. Where the infiltration system captures only clean runoff (e.g., from a rooftop) pretreatment may not be required; at the discretion of the City Engineer or their qualified designee.

e)e) The design shall incorporate a diversion or other method to keep construction site sediment from entering the infiltration system prior to final stabilization of the entire contributing drainage area.

e)f) The design shall incorporate provisions that will prohibit construction equipment from compacting the soils where infiltration practices are proposed.

e)g) A plan for maintenance of the system must be submitted ~~that identifies the maintenance activities and frequency of activities~~ for each infiltration practice on the site. A signed maintenance agreement will be required by the City. The signed maintenance agreement shall:

- 1) Identify planned maintenance activities and frequency of activities for each BMP.

- 2) Permit the City of Maplewood and any appropriate watershed district access to the site to conduct inspections of identified BMPs, perform necessary maintenance, and assess costs for the necessary maintenance when the City or watershed district determines that the owner has not conducted the necessary maintenance after being notified in accordance with the requirements of the signed maintenance agreement.
- 3) Include language in the maintenance agreement that states the signed maintenance agreement can be recorded against the property and is considered a covenant that runs with the land until modified by a mutual agreement.
- 4) If there are proposed changes to the site that will cause a decrease in the effectiveness of the BMPs then additional BMPs may be required, along with a new maintenance agreement to reflect and cover the proposed site changes.

6) Pond and Additional Infiltration System Design Criteria. Newly constructed or expanded/modified ponds and basins shall be designed and constructed to meet the following:

- a) All ponds or basins shall:
  - 1) Have a 3:1 maximum slope (above the normal water level [NWL] and below the 10:1 bench, if a wet pond);
  - 2) Maximize the separation between inlet and outlet points to prevent short-circuiting of storm flows;
  - 3) Have an emergency overflow spillway identified and designed to convey storm flows from events greater than the 100-year event; and
  - 4) Be made accessible for maintenance and not be entirely surrounded by steep slopes or retaining walls which limit the type of equipment that can be used for maintenance. Vehicle access lane(s) of at least ten (10) feet shall be provided, at a slope less than fifteen percent (15%) from the access point on the street or parking area to the pond, to accommodate maintenance vehicles. Maintenance agreements will be required when the pond is not located on City property.
- b) All wet ponds shall:
  - 1) Have an aquatic bench having a 10:1 (H:V) slope for the first ten (10) feet from the NWL into the basin;
  - 2) Have inlets be placed at or below the NWL;
  - 3) Have a skimming device designed to remove oils and floatable materials up to a five (5) year frequency event. The skimmer shall be set a minimum of twelve (12) inches below the normal surface water elevation and shall control the discharge velocity to 0.5 feet per second.
  - 4) Have an average four (4) feet of permanent pool depth (dead storage depth). This constraint may not be feasible for small ponds (less than about three [3] acre-feet in volume or less). In such cases, depths of three to four (3-4) feet may be used. To prevent development of thermal stratification, loss of oxygen, and nutrient recycling

from bottom sediments, the maximum depth of the permanent pool should be less than or equal to ten (10) feet.

7) Erosion and Sediment Control.

- a) The City's Erosion and Sediment Control Ordinance shall be followed for all projects, including those not regulated under the NPDES construction permit.
- b) Prior to the start of any excavation or land disturbing activity ~~for~~of the site, the owner or contractor must have in place a functional and approved method of erosion and sediment control. The contractor must ~~have received~~receive authorization from the City prior to commencing construction activities regarding their proposed methods of erosion and sediment control.
- c) Development projects subject to the NPDES Construction Permit shall meet the requirements of the NPDES permit program, including the requirement to prepare and follow a ~~storm water~~stormwater pollution prevention plan (SWPPP). The owner shall submit proof of receipt and/or approval by Minnesota Pollution Control Agency and/or watershed district of the permit application prior to commencing construction if these permits are required for the project. A copy of the SWPPP prepared in accordance with the NPDES permit requirements, shall be submitted to the City ~~if requested~~within 48 hours of a request by the City ~~Engineer.~~
- d) ~~Storm Water~~The erosion and sediment control plan shall meet the requirements of the MPCA's Construction Stormwater Permit and address the following criteria:
  - 1) Stabilize all exposed soils and soil stockpiles.
  - 2) Establish permanent vegetation.
  - 3) Prevent sediment damage to adjacent properties and other designated areas.
  - 4) Schedule erosion and sediment control practices.
  - 5) Use temporary sedimentation basins.
  - 6) The construction design of steep slopes shall be performed by a licensed Professional Engineer.
  - 7) Control the stormwater leaving a site including any water generated from dewatering activities.
  - 8) Stabilize all waterways and outlets.
  - 9) Protect storm sewers from the entrance of sediment.
  - 10) When working in or crossing water bodies, take precautions to contain sediment.
  - 11) Restabilize utility construction areas as soon as possible.
  - 12) Protect paved roads from sediment and mud brought in from access routes.
  - 13) Dispose of temporary erosion and sediment control measures (e.g. silt fence, construction entrance material, and inlet protection).
  - 14) Maintain all temporary and permanent erosion and sediment control practices.

e) The erosion and sediment control plan shall meet the requirements of the MPCA's Construction Stormwater Permit and include the following information:

- 1) Project description: the nature and purpose of the land disturbing activity and the amount of grading involved (total volume of material moved).
- 2) Phasing of construction: the nature and purpose of the land disturbing activity and the amount of grading, utilities, and building construction.
- 3) Existing site conditions: existing topography, vegetation, and drainage.
- 4) Identification of adjacent areas, neighboring streams, lakes, residential areas, roads, etc., which might be affected by the land disturbing activity.
- 5) Soils: soil names, mapping units, areas present on-site that are susceptible to erosion that will be disturbed.
- 6) Critical erosion areas: areas on the site that have potential for serious erosion problems.
- 7) BMPs to minimize erosion, discharge of sediment, and other pollutants: methods to be used to control erosion, discharge of sediment, and other pollutants on the site, both during and after the construction process.
- 8) Permanent stabilization: how the site will be stabilized after construction is completed, including specifications.
- 9) Stormwater management: how storm water runoff will be managed.
- 10) BMP maintenance: schedule of regular inspections and repair of erosion and sediment control structures.
- 11) Calculations: any made for the design of such items as sediment basins, diversions, waterways, and other applicable practices.
- 12) BMPs for dewatering activities: methods to be used to filter waters if dewatering activities are planned.
- 13) Site inspections and records of rainfall events: inspect the entire construction site as described by the MPCA's Construction Stormwater Permit.
- 14) Management of solid and hazardous wastes on each project site.
- 15) Temporary sedimentation basins: show locations, maintenance, and removal for all temporary sedimentation basins that are proposed to be utilized.

8) Stormwater Plan Submittals.

- a) Property lines and delineation of lands under ownership of the project proposer.
- b) Delineation of the subwatersheds contributing runoff from off-site, and proposed and existing subwatersheds on-site.
- c) Location, alignment and elevation of proposed and existing stormwater facilities.

- d) Delineation of existing on-site wetlands, shoreland and/or floodplain areas. Removal or disturbance of stream bank and shoreland vegetation should be avoided. The plan shall address how unavoidable disturbances to this vegetation will be mitigated per the City's ordinances.
  - e) Existing and proposed inlet and outlet elevations
  - f) The 10-year and 100-year high water elevations on-site. For landlocked basins, the higher of the elevations determined in Part 4.g. of these standards shall also be identified.
  - g) The lowest floor elevation and low opening elevation of all buildings and structures.
  - h) Existing and proposed site contour elevations related to ~~NGVD, 1929 datum~~ North American Vertical Datum of 1988 (NAVD 88).
  - i) Construction plans and specifications of all proposed stormwater management facilities.
  - j) Stormwater runoff volume and rate analyses for existing and proposed conditions.
  - k) All hydrologic and hydraulic computations completed to design the proposed stormwater quality management facilities. Computations shall include a summary of existing and proposed impervious areas.
  - l) All pollutant removal computations for practices not meeting the volume control/infiltration requirement.
  - m) Provision of outlots or easements for maintenance access to detention basins, retention basins, constructed wetlands, and/or other stormwater management facilities.
  - n) Maintenance agreement between developer and City which addresses sweeping, pond inspection, sediment removal and disposal, etc.
  - o) Inlets to detention basins, wetlands, etc., shown at or below the outlet elevation.
  - p) Identification of receiving water bodies (lakes, streams, wetlands, etc).
  - q) Identification of existing and abandoned wells, and septic tanks on the development site.
  - r) Documentation indicating conformance with these standards.
- 9) Prohibition of Illicit Discharges. No person(s) shall throw, drain, or otherwise discharge, cause, or allow others under ~~their~~ control to throw, drain, or otherwise discharge into the municipal separate storm sewer system any pollutants or waters containing any pollutants other than stormwater, i.e., chemically treated swimming pool water which contains pollutants not found in stormwater. The following discharges are exempt from the prohibition provision above:
- a) Water line flushing performed by a government agency, other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space

pumps, air conditioning condensation, springs, natural riparian habitat or wetland flows, and any other water source not containing pollutants;

- b) Discharges or flows from fire fighting, and other discharges specified in writing by the City as being necessary to protect public health and safety;
- c) The prohibition provision above shall not apply to any non-stormwater discharge permitted under an NPDES permit or order issued to the discharger and administered under the authority of the StateMPCA and the FederalU.S. Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the (municipal/county) separate storm sewer system.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

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

**DATE:** May 19, 2015

**SUBJECT:** Approval to Modify Development Program and Establish TIF District No. 1-13 for Villages at Frost-English, 1955 English Street

- a. Approval of a Resolution for Modification to the Development Program for Development District No. 1 and Establishing Tax Increment Financing District No. 1-13 and approving a Tax Increment Financing Plan
- b. Approval of a Resolution for the Phase One Tax Increment Financing Development Agreement with Maplewood Acquisition, LLC
- c. Approval of Maplewood Acquisition LLC's Developer's Agreement
- d. Approval of a Resolution for an Inter-fund Loan Agreement

**Introduction**

Sherman Associates, the developer, is requesting city council approval of tax increment financing (TIF) assistance to offset a portion of its eligible costs incurred in the redevelopment of the 5.5 acre former Maplewood Bowl site (1955 English Street). The proposed project is a three-phased, mixed-use development to be called The Villages at Frost-English. Additionally, the city will be undertaking public improvements as part of the larger Gladstone area redevelopment plan, which will include costs spent both inside and outside of the TIF District. A portion of these city incurred public improvement costs will be eligible for reimbursement from TIF revenue.

**Background**

January 22, 2014: The Metropolitan Council approved a livable communities demonstration account (LCDA) grant request for the city of Maplewood for \$1,900,000. This grant money will be used for public infrastructure improvements along Frost Avenue and has assisted with the purchase of the Maplewood Bowl site.

May 12, 2014: The city council adopted a resolution stating general support for the use of TIF with the proposed project.

April 13, 2015: The city council made all land use approvals required for this project to move forward. The first phase will be a four-story, multi-family building with 50 units. Phase two will be a 79-unit multi-family building rented exclusively to seniors and phase three will be a 6,000 square foot commercial retail building near Frost Avenue and English Street.

## **Discussion**

### **TIF District No. 1-13 and TIF Plan**

The city hired LHB Inc. to conduct a TIF qualification study to determine if the proposed TIF District area qualified as a redevelopment TIF District. In order to qualify for the creation of a TIF District, the project area has to be determined as meeting the statutory requirements of a Redevelopment TIF District, which includes finding that the more than 70 percent of the parcels in the TIF District are occupied with improvements and more than 50 percent of the buildings in the TIF District are deemed to be structurally substandard to a degree requiring substantial renovation or clearance. The proposed TIF District qualifies as a redevelopment district based on this requirement.

#### *Phase 1 – Multi-Family Project - Development Agreement Terms:*

The proposed TIF development agreement for Phase 1 proposes reimbursing the developer for TIF eligible expenditures of \$620,600 at an interest rate of 5 percent. The developer will be reimbursed towards this principal amount on an annual basis on a pay-as-you-go basis from 83 percent of the annual TIF revenues. The city will be able to capture 17 percent of the TIF revenues generated by the TIF District to use for funding public improvements both within and outside of the TIF District. The projected net present value of the TIF revenue stream generated by Phase 1 and captured by the city is \$127,506.

#### *Phase 2 and 3 Senior Family and Commercial Projects – Deal Points:*

The city and the developer are also in the process of negotiating and drafting separate TIF development agreements for Phases 2 and 3 of the project. These development agreements, when completed, will be brought back to the city council for approval at a later date. While the agreements have not been finalized these are the preliminary deal points on which they are being drafted:

-Phase 2: developer receives reimbursement for eligible project costs of \$874,205, at an interest rate of 5 percent repaid annually on a pay-as-you-go basis from 90 percent of annual TIF revenue. The city is anticipated to capture an amount of \$97,138 on a net present value basis, from their 10 percent portion of the Phase 2 revenue stream. Additionally, the developer's ability to receive TIF reimbursement from Phase 2 will be tied to their completion of Phase 3.

-Phase 3: city captures 100 percent of the TIF revenue generated by Phase 3 of the project, projected to be an amount of \$223,511 on a net present value basis.

#### *Summary*

The total proposed assistance to be received by the developer is \$1,494,805. The total amount of TIF revenues projected to be captured by the city for use on eligible public infrastructure improvements, both inside and outside of the TIF District, is \$448,155. It is important to note

that these projections, and the corresponding reimbursement principal amounts, do not assume any inflationary growth of TIF revenues. In the event that inflationary growth is realized and TIF revenue is generated at a greater rate, the developer will be reimbursed faster and the TIF District as a whole will be capable of being decertified earlier than currently projected allowing the property to be placed back on the general property tax rolls.

#### Developer's Agreement

On April 13, 2015, the city council approved a conditional use permit a lot split and design plans for the Villages at Frost-English redevelopment project. A development agreement is necessary to insure that the conditions for approval are met. The improvements include new buildings and parking lot with an associated system for storm water treatment. Attached to this report is the development agreement. The development agreement provides security in the form of a letter of credit for the completion of the public improvements, parking lot grading, and final stabilization. In working with the developer, they are working on reformatting the agreement, leaving all terms in place. The developer agreement also includes certain obligations of the developer such as SAC, WAC, and PAC charges among other pertinent negotiated items. Staff recommends the city attorney review and approve any minor modifications to the final format of the document before the necessary parties sign.

#### Inter-fund Loan Agreement

It is proposed that the attached resolution be approved to allow automatic inter-fund loans for a proposed tax increment district within Development District No. 1 and to provide the terms and conditions for repayment. Development District No. 1 would encompass any potential Villages at Frost-English financing. State law requires that inter-fund loans be approved in advance along with the terms and conditions for repayment. It is city policy to automatically make inter-fund loans when a fund has a temporary cash deficit. These resolutions are a requirement by state law for TIF Districts.

#### Budget Impact

The current level of established property tax will continue to be collected and distributed to the city, county and school district. Approving and establishing the proposed TIF district and plan will direct future generation of property taxes, above the current level, to the developer and city to assist with financing its projects. The terms proposed above have been assumed and already incorporated into the approved Public Improvement project.

#### Commission Review

May 5, 2015: The planning commission reviewed the request for TIF and approved a resolution stating the proposed project is consistent with the city's 2030 Comprehensive Plan

May 13, 2015: The housing and economic development commission reviewed the request for TIF and recommended the city council approve the TIF plan.

**Recommendation**

- A. Approve the Resolution for the Modification to the Development Program for Development District No. 1 and Establishing Tax Increment Financing District No. 1-13 and approving a Tax Increment Financing Plan.
- B. Approve the Resolution for the Phase One Tax Increment Financing Development Agreement with Maplewood Acquisition, LLC.
- C. Approve the terms of the attached Development Agreement with Maplewood Acquisition, LLC for the Villages at Frost-English, 1955 English Street North, and authorize the Mayor and City Manager to execute the agreement signifying City Council approval. The City Attorney is authorized to approve the final format of the agreement and also approve minor modifications to the agreement.
- D. Approve the Resolution for an Inter-fund Loan Agreement.

**Attachments**

- 1. Resolution Approving the Modification to the Development Program for Development District No. 1 and Establishing Tax Increment Financing District No. 1-13 and approving a Tax Increment Financing Plan
- 2. Resolution Approving Tax Increment Financing Development Agreement with Maplewood Acquisitions, LLC
- 3. Resolution Approving an Inter-fund Loan Agreement
- 4. Springsted Memo on Tax Increment Financing Plan
- 5. Tax Increment Financing Plan
- 6. LHB, Inc. Study
- 7. Phase One TIF Development Agreement
- 8. Developer's Agreement
- 9. Location Map
- 10. Draft Planning Commission Minutes, May 5, 2015
- 11. Draft Housing and Economic Development Commission Minutes, May 13, 2015

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

HELD: May 26, 2015

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Maplewood, Ramsey County, Minnesota, was duly called and held on the 26th day of May, 2015, at 7:00 p.m.

The following members of the Council were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING THE MODIFICATION TO THE DEVELOPMENT PROGRAM  
FOR DEVELOPMENT DISTRICT NO. 1 AND ESTABLISHING TAX INCREMENT  
FINANCING DISTRICT NO. 1-13 THEREIN AND APPROVING A TAX INCREMENT  
FINANCING PLAN THEREFOR

WHEREAS:

A. It has been proposed that the City of Maplewood, Minnesota (the "City") modify the Development Program for Development District No. 1 and establish Tax Increment Financing District No. 1-13 ("TIF District No. 1-13") therein and approve and accept the proposed Tax Increment Financing Plan therefor under the provisions of Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "Act"); and

B. The City Council has investigated the facts and has caused to be prepared a modification to the Development Program for Development District No. 1 (the "Development Program Modification"), and has caused to be prepared a proposed tax increment financing plan for TIF District No. 1-13 therein (the "TIF Plan"); and

C. The City has performed all actions required by law to be performed prior to the approval of the Development Program Modification and TIF Plan, including, but not limited to, notification of Ramsey County and School District No. 622 having taxing jurisdiction over the property to be included in TIF District No. 1-13 and the holding of a public hearing upon published and mailed notice as required by law; and

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

1. Development District No. 1. The City has heretofore established in the City Development District No. 1 (the "Development District"), the initial boundaries of which are fixed and determined as described in the Development Program.

2. Development Program Modification. The Development Program Modification, for the Development District, a copy of which is on file in the office of the City Manager, is adopted as the development program for the Development District.

3. TIF Plan. The TIF Plan is adopted as the tax increment financing plan for TIF District No. 1-13, and the City Council makes the following findings:

(a) TIF District No. 1-13 is a redevelopment district as defined in Minnesota Statutes, Section 469.174, Subd. 10(a)(1), the specific basis for such determination being that parcels consisting of at least 70% of the area of TIF District No. 1-13 are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures, and more than 50% of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance. The information used in making these findings is contained in the TIF Plan and a report of the building inspector which is incorporated herein by reference..

(b) The proposed development in the opinion of the City Council, would not occur solely through private investment within the reasonably foreseeable future. The reasons supporting this finding are that:

(i) Private investment will not finance these redevelopment activities due to the high cost of site improvements and infrastructure costs. The City, without tax increment assistance, would not have the resources to undertake the necessary site improvements. It is necessary to finance these development activities through the use of tax increment financing so that other development by private enterprise will occur within the Development District.

(ii) A comparative analysis of estimated market values both with and without establishment of TIF District No. 1-13 and the use of tax increments has been performed as described above. Such analysis is found in Exhibit V of the TIF Plan, and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of TIF District No. 1-13 and the use of tax increments.

(c) In the opinion of the City Council, the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of TIF District No. 1-13 permitted by the TIF Plan. The reasons supporting this finding are that:

(i) The estimated amount by which the market value of the site will increase without the use of tax increment financing is \$0, plus a small amount attributable to appreciation in land value;

(ii) The estimated increase in the market value that will result from the development to be assisted with tax increment financing is \$19,354,736; and

(iii) The present value of the projected tax increments for the maximum duration of the district permitted by the tax increment financing plan is \$2,395,400.

(d) The TIF Plan for TIF District No. 1-13 conforms to the general plan for development or redevelopment of the City of Maplewood as a whole. The reasons for supporting this finding are that:

(i) TIF District No. 1-13 is properly zoned; and

(ii) The Planning Commission of the City has determined that the proposed TIF Plan conforms to the general plan for the development and redevelopment of the City as a whole ; and

(iii) The TIF Plan will generally compliment and serve to implement policies adopted by the City.

(e) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City of Maplewood as a whole, for the development or redevelopment of the Development District by private enterprise. The reasons supporting this finding are that:

The development activities are necessary so that development and redevelopment by private enterprise can occur within the Development District.

4. Public Purpose. The adoption of the Development Program Modification and TIF Plan conform in all respects to the requirements of the Act and will help fulfill a need to redevelop an area of the State which is already built up to provide employment opportunities and to improve the tax base and to improve the general economy of the State and thereby serves a public purpose.

5. Certification. The Auditor of Ramsey County is requested to certify the original net tax capacity of TIF District No. 1-13 as described in TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the City Manager is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within TIF District No. 1-13 for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

6. Filing. The City Manager is further authorized and directed to file a copy of the Development Program Modification and TIF Plan for TIF District No. 1-13 with the Commissioner of Revenue and the Office of the State Auditor.

7. Administration. The administration of the Development District is assigned to the City Manager who shall from time to time be granted such powers and duties pursuant to Minnesota Statutes, Sections 469.130 and 469.131 as the City Council may deem appropriate.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
RAMSEY COUNTY  
CITY OF MAPLEWOOD

I, the undersigned, being the duly qualified and acting Manager of the City of Maplewood, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the modification to the Development Program for Development District No. 1 and the establishment of Tax Increment Financing District No. 1-13 therein in the City.

WITNESS my hand this 26th day of May, 2015.

\_\_\_\_\_  
City Manager

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

HELD: May 26, 2015

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Maplewood, Ramsey County, Minnesota, was duly called and held at the City Hall in said City on Tuesday, the 26th day of May, 2015, at 7:00 o'clock p.m.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING  
EXECUTION OF A TAX INCREMENT FINANCING  
DEVELOPMENT AGREEMENT

A. WHEREAS, Maplewood Apartments Limited Partnership (the "Developer") has requested the City of Maplewood, Minnesota (the "City") to assist with the financing of certain costs incurred in connection with the construction of an approximately 50-unit multifamily apartment facility in the City by the Developer (the "Project").

B. WHEREAS, the Developer and the City have determined to enter into a Tax Increment Financing Development Agreement providing for the City's tax increment financing assistance for the Project (the "Development Agreement").

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

1. The City Council hereby approves the Development Agreement in substantially the form submitted, and the Mayor and City Manager are hereby authorized and directed to execute the Development Agreement on behalf of the City.

2. The approval hereby given to the Development Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Development Agreement. The execution of the Development Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Development Agreement in accordance with the terms hereof.

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

and the following voted against same:

Adopted this 26th day of May, 2015.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Manager

STATE OF MINNESOTA  
COUNTY OF RAMSEY  
CITY OF MAPLEWOOD

I, the undersigned, being the duly qualified and acting Manager of the City of Maplewood, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council of the City held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a Resolution Authorizing Execution of a Tax Increment Financing Development Agreement.

WITNESS my hand as such Manager of the City Council of the City of Maplewood, Minnesota this \_\_\_\_\_ day of May, 2015.

\_\_\_\_\_  
City Manager

## RESOLUTION NO. \_\_\_\_

RESOLUTION APPROVING THE TERMS OF UP TO A  
\$750,000 INTERFUND LOAN IN CONNECTION WITH  
A PROPOSED TAX INCREMENT FINANCING DISTRICT NO. 1-13

BE IT RESOLVED by the City Council (the "Council") of the City of Maplewood, Minnesota (the "City"), as follows:

Section 1. Background.

(a) The City proposes to establish a Tax Increment Financing District No. 1-13 (the "TIF District") within Development District No. 1, and proposes to adopt a tax increment financing plan for the TIF District (the "TIF Plan").

(b) The City has determined to pay for certain costs identified in the TIF Plan consisting of land/building acquisition, public utilities, site improvements/preparation, other eligible improvements, and administrative costs (the "Qualified Costs") incurred in connection with the establishment of the TIF District and development/redevelopment of land within the TIF District, which costs will be financed on a temporary basis from City funds available for such purposes.

(c) Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the City's general fund or any other fund from which such advances may be legally made, in order to finance the Qualified Costs.

(d) The City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from tax increments derived from the TIF District in accordance with the terms of this resolution (which terms are referred to collectively as the "Interfund Loan").

Section 2. Terms of Interfund Loan.

(a) The City hereby authorizes the advance of up to \$750,000 from the City's General Fund or so much thereof as may be paid as Qualified Costs. The City shall reimburse itself for such advances together with interest at the rate stated below. Interest accrues on the principal amount from the date of each advance. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The interest rate shall be 4% and will not fluctuate.

(b) Principal and interest on the Interfund Loan shall be paid semi-annually on each February 1 and August 1 (each a "Payment Date") commencing with the Payment Date on which the City has Available Tax Increment (defined below), or on any other dates determined by the City Manager, through the last receipt of tax increment from the TIF District.

(c) Payments on the Interfund Loan are payable solely from "Available Tax Increments" which shall mean, on each Payment Date, all of the tax increment available after other obligations have been paid, generated in the preceding six (6) months with respect to the property within the TIF District and remitted to the City by Ramsey County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended. Payments on the Interfund Loan are subordinate to any outstanding or future bonds, notes or contracts secured in whole or in part with Available Tax Increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with Available Tax Increment.

(d) The principal sum and all accrued interest payable under the Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

(e) The Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from Available Tax Increment pledged to the payment hereof under this resolution. The Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on the Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the final Payment Date.

(f) The City may amend the terms of the Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

Section 3. Effective Date. This resolution is effective upon the date of its approval.

Adopted this 26th day of May, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager

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



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

## MEMORANDUM

TO: Melinda Coleman, City of Maplewood

FROM: Tom Denaway, Assistant Vice President

DATE: May 19, 2015

SUBJECT: Villages at Frost and English TIF Overview

At the request of the City, Springsted has prepared TIF revenue projections and a corresponding TIF Plan for the proposed redevelopment of the Maplewood Bowl Site. The Developer, Sherman Associates, is proposing a multi-phase development containing approximately 50 multi-family rental units, 79 senior living facility, and an approximately 6,000 square foot commercial building. The Developer has requested TIF assistance to offset a portion of their eligible costs incurred in the redevelopment of the site. Additionally, the City will be undertaking public improvements as part of the larger Gladstone area redevelopment plan, which will include costs spent both inside and outside of the TIF District. A portion of these City incurred public improvement costs will be eligible for reimbursement from TIF revenue.

### **Redevelopment TIF District Qualification**

The City hired LHB Inc. to conduct a TIF qualification study to determine if the proposed TIF District area qualified as a redevelopment TIF District. In order to qualify for the creation of a TIF District, the project area has to be determined as meeting the statutory requirements of a Redevelopment TIF District, which includes finding that the over 70% of the parcels in the TIF District are occupied with improvements and more than 50% of the buildings in the TIF District are deemed to be structurally substandard to a degree requiring substantial renovation or clearance. The definition in statute of "Structurally Substandard" is a building requiring improvements to meet current building codes, which would cost more than 15% of the cost of constructing a new structure. The proposed TIF District qualifies as a redevelopment district in that 100% of the parcels to be included in the District are determined to be occupied by improvements, and that 100% of the buildings within the TIF District are determined to be structurally substandard.

### **TIF Revenue Assumptions**

The assumptions outlined below were used in the creation of the TIF revenue projections for the proposed TIF District. The revenue assumptions are based on project information and value assumptions provided by the Developer.

City of Maplewood  
 May 19, 2015  
 Page 2

Base Value: The current value of the property as of January 2014, for taxes payable 2015 is \$1,616,300. We have assumed this will be the frozen taxable value of the property at the time of project certification, provided the certification request is made prior to July 1, 2015.

Per Unit/SF Value: \$100,000/unit Multi-Family Phase 1, \$95,000/unit Senior Living Phase 2, and \$100/psf Commercial Phase 3.

Rental Classification Rate: - We have assumed the 79-unit senior facility will be classified at the 4D rental rate of 0.75%. We have assumed that 40 units of the multi-family development will be classified at the 4D rental rate of 0.75%; while the remaining 10 units will be classified at the standard 1.25% rental class rate.

First Receipt of TIF and District Duration: 2018 – The TIF Plan elects to delay the receipt of first increment until 2018, in order to capture the first year of increment based on project completion in 2016. Redevelopment TIF Districts have a 25-year duration from the receipt of first increment, for a total duration of 26-years. The election to delay the first receipt of increment until 2018 will result in a final year of 2043.

Inflation: The revenue projections uses in establishing TIF Plan budget for revenues and expenses include a 2% market value inflator.

TIF Eligible Tax Rate Pay 2015:

City:	46.353%
County:	58.922%
School District:	35.864%
Miscellaneous:	<u>11.233%</u>
Total Tax Rate:	152.372%

TIF Plan Estimated Public Costs and Revenue:

The adoption of a TIF Plan allows for the creation of a TIF District, and the included budget for public costs and revenues provides the City with the overall authority to enter into TIF redevelopment agreements. The TIF Plan itself does not enter the City into obligations, it merely provides the authority to enter into subsequent agreements. However, the total overall budget for potential activities of the TIF District is set by the budget of the TIF Plan. Therefore, we have chosen to include a 2% market value inflator in the TIF revenue projections to allow for a modest amount of budget flexibility. Additionally, the TIF Plan is a summary document and thus provides a budget for the total TIF eligible costs and revenues in a format that combines all three proposed phases of the proposed development. The cumulative budget for TIF revenues and expenses is outlined in the chart below.

<u>TIF Eligible Public Costs</u>	
Private TIF eligible improvements, including demolition, relocation, site improvements/preparation costs, related infrastructure and other eligible improvements	\$1,723,230
Paygo Note Interest Payments	1,904,137

Public site work/infrastructure costs and Administrative expenses	1,394,036
Other Expenditures	0
<b>Total</b>	<b>\$5,021,403</b>
<b>Estimated Sources of Revenue</b>	
Tax Increment Revenue	\$5,021,403

**Phase 1 – Multi-Family Project - Development Agreement Terms:**

Proposed for action by the City Council following the potential creation of the TIF District, is the entering into a development agreement to provide TIF assistance to the Developer. The proposed Development agreement for phase 1 proposes reimbursing the Developer for TIF eligible expenditures of **\$620,600** reimbursed on a pay-as-you-go basis at an interest rate of 5%. The Developer will be reimbursed towards this principal amount on an annual basis from 83% of the annual TIF revenues. The City will be able to capture 17% of the TIF revenues generated by the District to use for funding public improvements both within and outside of the TIF District. The projected net present value of the TIF revenue stream generated by phase 1 and captured by the City is **\$127,506**.

**Phase 2 & 3 – Deal Points:**

The City and the Developer are also in the process of negotiating and drafting a separate development agreement for Phases 2 & 3 of the project. This development agreement when completed will be brought back to the City Council for approval at a later date. While the agreement has not been finalized these are the preliminary deal points on which it is being drafted:

-Phase 2: Developer receives reimbursement for eligible project costs of **\$874,205**, at an interest rate of 5% repaid annually on a pay-as-you-go basis from 90% of annual TIF revenue. The City is anticipated to capture an amount of **\$97,138** on a net present value basis, from their 10% portion of the Phase 2 revenue stream. Additionally, the Developer's ability to receive TIF reimbursement from Phase 2 will be tied to their completion of Phase 3.

-Phase 3: City captures 100% of the TIF revenue generated by Phase 3 of the project, projected to be an amount of **\$223,511** on a net present value basis.

The total proposed assistance to be received by the Developer is **\$1,494,805**. The total amount of TIF revenues projected to be captured by the City for use on eligible public infrastructure improvements, both inside and outside of the TIF District, is **\$448,155**. The TIF revenue projections for each individual phase are shown below. It is important to note that these projections, and the corresponding reimbursement principal amounts, do not assume any inflationary growth of TIF revenues. In the event that inflationary growth is realized and TIF revenue is generated at a greater rate, the Developer will be reimbursed faster and the TIF District as a whole will be capable of being decertified earlier than currently projected allowing the property to be place back on the general property tax rolls.

Phase 1 TIF Projections

**Projected Tax Increment Report**

**City of Maplewood, Minnesota  
 Tax Increment Financing (Redevelopment) District No. x  
 Tax Credit Housing Project - Mixed 4D Classification  
 TIF Projections - 50 M/F Units @ \$100,000 EMV/Unit**

Annual Period Ending	Total Market Value	Total Net Tax Capacity	Less: Original Net Tax Capacity	Retained Net Tax Capacity	Times: Tax Capacity Rate	Annual Gross Tax Increment	Less: State Aud. Deduction 0.360%	Subtotal Net Tax Increment	Less: Admin Retainage 5.000%	Less: Bond Retainage 12.00%	Annual Net Revenue	P.V. Annual Net Rev. To 06/30/15
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	
12/31/15	542,248	4,609	4,609	0	152.372%	0	0	0	0	0	0	0
12/31/16	542,248	4,609	4,609	0	152.372%	0	0	0	0	0	0	0
12/31/17	542,248	4,609	4,609	0	152.372%	0	0	0	0	0	0	0
12/31/18	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	41,247
12/31/19	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	39,282
12/31/20	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	37,412
12/31/21	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	35,630
12/31/22	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	33,934
12/31/23	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	32,318
12/31/24	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	30,779
12/31/25	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	29,313
12/31/26	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	27,917
12/31/27	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	26,588
12/31/28	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	25,322
12/31/29	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	24,116
12/31/30	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	22,968
12/31/31	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	21,874
12/31/32	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	20,832
12/31/33	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	19,840
12/31/34	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	18,896
12/31/35	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	17,996
12/31/36	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	17,139
12/31/37	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	16,323
12/31/38	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	15,545
12/31/39	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	14,805
12/31/40	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	14,100
12/31/41	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	13,429
12/31/42	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	12,789
12/31/43	5,000,000	42,500	4,609	37,891	152.372%	57,735	208	57,527	2,876	6,903	47,748	12,180
						\$1,501,110	\$5,408	\$1,495,702	\$74,776	\$179,478	\$1,241,448	\$622,574

**Phase 2 TIF Projections**

**Projected Tax Increment Report**

City of Maplewood, Minnesota  
 Tax Increment Financing (Redevelopment) District No. 1-13  
 Tax Credit Housing Project - 4D Classification  
 TIF Projections - 79 Senior Units @ \$95,000 EMV/Unit

Annual Period Ending	Total Market Value (2)	Total Net Tax Capacity (3)	Less:		Retained Net Tax Capacity (5)	Times: Tax Capacity Rate (6)	Annual Gross Tax Increment (7)	Less:		Subtotal Net Tax Increment (9)	Less:		Annual Net Revenue (12)	P.V. Annual Net Rev. To 06/30/15 5.00%
			Original Net Tax Capacity (4)	Original Net Tax Capacity (4)				State Aud. Deduction 0.360% (8)	Bond Retainage 5.000% (10)		Admin. Retainage 5.00% (11)			
12/31/15	962,552	7,219	7,219	7,219	0	152.372%	0	0	0	0	0	0	0	0
12/31/16	962,552	7,219	7,219	7,219	0	152.372%	0	0	0	0	0	0	0	0
12/31/17	962,552	7,219	7,219	7,219	0	152.372%	0	0	0	0	0	0	0	0
12/31/18	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	57,918
12/31/19	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	55,160
12/31/20	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	52,533
12/31/21	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	50,032
12/31/22	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	47,649
12/31/23	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	45,380
12/31/24	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	43,219
12/31/25	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	41,161
12/31/26	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	39,201
12/31/27	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	37,334
12/31/28	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	35,556
12/31/29	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	33,863
12/31/30	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	32,251
12/31/31	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	30,715
12/31/32	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	29,252
12/31/33	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	27,859
12/31/34	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	26,533
12/31/35	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	25,269
12/31/36	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	24,066
12/31/37	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	22,920
12/31/38	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	21,829
12/31/39	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	20,789
12/31/40	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	19,799
12/31/41	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	18,856
12/31/42	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	17,958
12/31/43	7,505,000	56,288	56,288	56,288	269	152.372%	74,766	74,497	3,725	74,497	3,725	3,725	67,047	17,103
							\$1,943,916	\$6,994	\$1,936,922	\$96,850	\$96,850		\$1,743,222	\$874,205

Phase 3 TIF Projections

**City of Maplewood, Minnesota  
 Tax Increment Financing (Redevelopment) District No. x  
 Commercial Portion of Maplewood Bowl Site  
 TIF Projections - \$100 PSF @ 6,000sf**

Annual Period Ending	Total Market Value	Total Net Tax Capacity	Less: Original Net Tax Capacity	Retained Captured Net Tax Capacity	Times: Tax Capacity Rate	Annual Gross Tax Increment	Less: State Aud. Deduction 0.360%	Subtotal Net Tax Increment	Less: Admin. Retainage 5.00%	Annual Net Revenue	P.V. Annual Gross TIF To 06/30/15 5.00%
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
12/31/15	111,500	836	836	0	152.372%	0	0	0	0	0	0
12/31/16	111,500	836	836	0	152.372%	0	0	0	0	0	0
12/31/17	111,500	836	836	0	152.372%	0	0	0	0	0	0
12/31/18	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	14,808
12/31/19	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	14,103
12/31/20	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	13,431
12/31/21	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	12,792
12/31/22	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	12,182
12/31/23	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	11,602
12/31/24	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	11,050
12/31/25	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	10,524
12/31/26	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	10,023
12/31/27	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	9,545
12/31/28	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	9,091
12/31/29	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	8,658
12/31/30	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	8,246
12/31/31	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	7,853
12/31/32	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	7,479
12/31/33	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	7,123
12/31/34	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	6,784
12/31/35	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	6,461
12/31/36	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	6,153
12/31/37	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	5,860
12/31/38	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	5,581
12/31/39	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	5,315
12/31/40	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	5,062
12/31/41	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	4,821
12/31/42	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	4,591
12/31/43	711,500	12,086	836	11,250	152.372%	17,142	62	17,080	854	16,226	4,373
						\$445,692	\$1,612	\$444,080	\$22,204	\$421,876	\$223,511

# Maplewood, Minnesota

Tax Increment Financing Plan

for

Tax Increment Financing (Redevelopment)  
District No. 1-13

Within Development District No. 1

(Maplewood Bowl Redevelopment Project)

Draft Dated: May 20, 2015

Public Hearing Scheduled: May 26, 2015

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## Section A Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"City" means the City of Maplewood, Minnesota; also referred to as a "Municipality".

"City Council" means the City Council of the City; also referred to as the "Governing Body".

"County" means Ramsey County, Minnesota.

"Development District" means Development District No. 1 in the City, which is described in the corresponding Development Program.

"Development District Area" means the geographic area of the Development District.

"Development Program" means the Development Program for the Development District.

"School District" means Independent School District No. 622, Minnesota.

"Special Law" means Minnesota Laws, 2013, Chapter 143, Article 9, Section 21.

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, as amended, both inclusive.

"TIF District" means Tax Increment Financing (Redevelopment) District No. 1-13.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

## Section B Statutory Authorization

See Section 1.3 of the Development Program for the Development District.

## Section C Statement of Need and Public Purpose

See Section 1.4 of the Development Program for the Development District.

## Section D Statement of Objectives

See Section 1.5 of the Development Program for the Development District.

## Section E Designation of Tax Increment Financing District as a Redevelopment District

Redevelopment districts are a type of tax increment financing district in which one or more of the following conditions exists and is reasonably distributed throughout the district:

- (1) parcels comprising at least 70% of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50% of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance. A parcel is deemed

"occupied" if at least 15% of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots; or other similar structures.

- (2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used railyards, rail storage facilities, or excessive or vacated railroad right-of-ways; or
- (3) tank facilities, or property whose immediately previous use was for tank facilities, as defined in section 115C.02, subdivision 15, if the tank facilities:
  - (i) have or had a capacity of more than 1,000,000 gallons;
  - (ii) are located adjacent to rail facilities; and
  - (iii) have been removed or are unused, underused, inappropriately used, or infrequently used.
  - (iv) A qualifying disaster area, as defined in subdivision 10b.

For districts consisting of two more noncontiguous areas, each area must individually qualify under the provisions listed above, as well as the entire area must also qualify as a whole.

The TIF District qualifies as a redevelopment district in that it meets all of the criteria listed in (1) above. An executive summary of a report prepared by LHB, Inc. that details the qualifications is included in Exhibit VI. A copy of the entire report with supporting facts and documentation for this determination is on file with the City and is available to the public upon request. The full report will be retained by the City for the life of the TIF District.

"Structurally substandard" is defined as buildings containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance. Generally, a building is not structurally substandard if it is in compliance with the building code applicable to a new building, or could be modified to satisfy the existing code at a cost of less than 15% of the cost of constructing a new structure of the same size and type.

A city may not find that a building is structurally substandard without an interior inspection, unless it can not gain access to the property and there exists evidence which supports the structurally substandard finding. Such evidence includes recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence. Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained. A parcel is deemed to be occupied by a structurally substandard building if the following conditions are met:

- (1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the district;
- (2) the demolition or removal of the substandard building was performed or financed by the City, or was performed by a developer under a development agreement with the City,
- (3) the City found by resolution before such demolition or removal occurred that the building was structurally substandard and that the City intended to include the parcel in the TIF district, and
- (4) the City notifies the county auditor that the original tax capacity of the parcel must be adjusted upon filing the request for certification of the tax capacity of the parcel as part of a district.

In the case of (4) above, the County Auditor shall certify the original net tax capacity of the parcel to be the greater of (a) the current tax capacity of the parcel, or (b) a computed tax capacity of the parcel using the estimated market value of the parcel for the year in which the demolition or removal occurred, and the appropriate classification rate(s) for the current year.

At least 90 percent of the tax increment from a redevelopment district must be used to finance the cost of correcting conditions that allow designation as a redevelopment district. These costs include, but are not limited to, acquiring properties containing structurally substandard buildings or improvements or hazardous substances, pollution, or

contaminants, acquiring adjacent parcels necessary to provide a site of sufficient size to permit development, demolition and rehabilitation of structures, clearing of land, removal of hazardous substances or remediation necessary to develop the land, and installation of utilities, roads, sidewalks, and parking facilities for the site. The allocated administrative expenses of the City may be included in the qualifying costs.

**Section F      Duration of the TIF District**

Redevelopment districts may remain in existence 25 years from the date of receipt of the first tax increment. The City anticipates that the TIF District will remain in existence the maximum duration allowed by law (projected to be though the year 2043). Modification of this plan (see Section AA) shall not extend these limitations. All tax increments from taxes payable in the year the TIF District is decertified shall be paid to the City. Pursuant to MN Statutes, Section 469.175, Subdivision 1(b), the City elects to delay receipt of first increment until 2018.

**Section G      Property to be Included in the TIF District**

The TIF District is an approximately 5.57-acre area of land located within the Development District. A map showing the location of the TIF District within the Development District is shown in Exhibit I. The boundaries and area encompassed by the TIF District are described below:

<b>Parcel Number*</b>	<b>Legal Description*</b>
162922140007	W 1/2 Of Vac Alley In Blk 1 Adj Lots 14 Thru 22 & E 1/2 Of Chambers St Vac Adj & Lots 14 Thru 22 In Blk 1 & W 1/2 Of Chambers St Vac & E 1/2 Of Alley Vac & Lots 6 Thru 11 Blk 2 & W 1/2 Of Alley Vac & Lots 12 Thru Lot 16 Blk 2
162922140074	E 1/2 Of Vac Alley Adj And Lots 9 1o And Lot 11 Blk 1
162922140073	E 1/2 Of Vac Alley Adj And Lot 8 Blk 1
162922140072	E 1/2 Of Vac Alley Adj And Lot 7 Blk 1
162922140071	E 1/2 Of Vac Alley Adj And Lot 6 Blk 1
162922140070	E 1/2 Of Vac Alley Adj And Lots 4 And Lot 5 Blk 1
162922140099	Subj To Rd; E 1/2 Of Vac Alley Accruing & Lots 1 Thru 3 Blk 1

162922140079	E 1/2 Of Chambers St Vac Adj & Fol; Ex E 80 Ft; Lots 23, 24 & Lot 25 Blk 1
162922140080	W 1/2 Of Vac Street & All Of Vac Alley Accruing & Lot 1 Blk 1
162922140081	Alleys & Street As Vac In Doc Nos. 1528547, 1807561 & 567589 Accruing & Fol; Lots 2 Thru 5 Blk 1 Kuhls Re & In Sd Lincoln Park; Lots 4 & Lot 5 Blk 2
162922140085	W 1/2 Of Alley As Vac In Doc #567589 Accruing & Fol; Lot 18 Blk 2
162922140086	W 1/2 Of Vac Alley Adj & Lot 17 Blk 2

The area encompassed by the TIF District shall also include all street or utility right-of-ways located upon or adjacent to the property described above.

\*The parcels to be located in the TIF District are being replatted. The Parcel Numbers and legal descriptions are representative of the parcels prior to the replatting.

**Section H Property to be Acquired in the TIF District**

The City may acquire and sell any or all of the property located within the TIF District; however, the City does not anticipate acquiring any such property at this time.

**Section I Specific Development Expected to Occur Within the TIF District**

The proposed project includes the redevelopment of the existing Maplewood Bowl site, into a three phase mixed-use development. The redevelopment of the site will be undertaken in three separate component, phase 1 of the redevelopment is projected to consist of an approximately 50-unit multi-family apartment building, phase 2 is projected to consist of an approximately 79-unit senior living facility, and phase 3 is projected to consist of an approximately 6,000 square foot commercial building. The redevelopment will also include corresponding site work, infrastructure, and parking improvements associated with mixed use project.

The City anticipates using tax increment to reimburse the Developer for a portion of the TIF eligible project costs occurred in the development of the Facility. Included in the projected eligible costs to be reimbursed are costs associated with demolition of existing buildings, site work, private utility improvements, and other eligible improvements associated with the project. Additionally, the City anticipates using tax increment to finance public improvements and site work on property located within the Development District, along with related administrative expenses.

Construction of the project is expected to begin in 2015, and be completed by 2016. The development is projected to be 100% assessed and on the tax rolls as of January 2, 2017 for taxes payable in 2018.

At the time this document was prepared there were no signed construction contracts with regards to the above described development.

## Section J Findings and Need for Tax Increment Financing

In establishing the TIF District, the City makes the following findings:

- (1) The TIF District qualifies as a redevelopment district;

See Section E of this document for the reasons and facts supporting this finding.

- (2) The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the district permitted by the TIF Plan.

### Factual basis:

*Proposed development not expected to occur:*

The development includes the construction of the three-phase mixed use development. A key component to the redevelopment is the reimbursement of eligible expenses through tax increments. The Developer has indicated they would not undertake the proposed development without the financial assistance. Without the assistance the City has no reason to expect that significant reinvestment in the site would occur without assistance similar to that provided in this plan. Therefore the City has no reason to believe the development would occur but-for the use of tax increment assistance.

To summarize the basis for the City's findings regarding alternative market value, in accordance with Minnesota Statutes, Section 469.175, Subd. 3(d), the City makes the following determinations:

- a. The City's estimate of the amount by which the market value of the site will increase without the use of tax increment financing is anywhere from \$0 (except for a small amount for annual appreciation of land value)
  - b. If the proposed development to be assisted with tax increment occurs in the District, the total increase in market value would be approximately \$19,354,736, including the value of the building (See Exhibit V).
  - c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$2,395,400 (See Exhibit V)
  - d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$16,959,336 (the amount in clause b less the amount in clause c) without tax increment assistance.
- (3) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for development of the TIF District by private enterprise.

**Factual basis:** The proposed development is the construction of a mixed-use redevelopment, in the Development District that is expected to create substantial new tax base for the City and the state. The

development clearly meets the City's housing and redevelopment goals of creating additional affordable and senior housing opportunities; additionally, the development meets the agency's goal of the removal of blight.

- (4) The TIF Plan conforms to general plans for development of the City as a whole.

**Factual basis:** The City Planning Commission has determined that the development proposed in the TIF Plan conforms to the City comprehensive plan.

- (5) The City does not elect the method of tax increment computation set forth in Minnesota Statutes, Section 469.177, Subdivision 3(b); therefore subdivision 3(a) shall apply which indicates the original net tax capacity and the current net tax capacity shall be determined before the application of the fiscal disparity provisions (see method (a) in Section P).

**Section K Estimated Public Costs**

The estimated public costs of the TIF District are listed below. Such costs are eligible for reimbursement from tax increments of the TIF District.

Private TIF eligible improvements, including demolition, relocation, site improvements/preparation costs, related infrastructure and other eligible improvements	\$1,723,230
Paygo Note Interest Payments	1,904,137
Public site work/infrastructure costs and Administrative expenses	1,394,036
<u>Other Expenditures</u>	<u>0</u>
<b>Total</b>	<b>\$5,021,403</b>

The City reserves the right to administratively adjust the amount of any of the items listed above or to incorporate additional eligible items, so long as the total estimated public cost is not increased. The City reserves the right to spend available tax increment outside of the TIF District boundaries but within the Project Area.

**Section L Estimated Sources of Revenue**

Tax Increment revenue	\$5,021,403
Interest on invested funds	0
Bond proceeds	0
Loan proceeds	0
Grants	0
Other	<u>0</u>
<b>Total</b>	<b>\$5,021,403</b>

The City anticipates using future tax increments for reimbursement of public costs incurred from Section K. As increments are collected from the TIF District in future years, a portion of these tax increments will be reserved by the City as reimbursement for public costs incurred (primarily site work/infrastructure costs), either through internal funding or general obligation or revenue debt. The City also anticipates providing financial assistance to the proposed development through the use of pay-as-you-go financing. With pay-as-you-go financing, as tax increments are collected from the TIF District in future years, a portion of these tax increments will be distributed to the developer as reimbursement for eligible costs incurred related to the redevelopment of the site.

The City reserves the right to finance any or all public costs of the TIF District using pay-as-you-go assistance, internal funding, general obligation or revenue debt, or any other financing mechanism authorized by law. The City also reserves the right to use other sources of revenue legally applicable to the TIF District to pay for such costs including, but not limited to, special assessments, utility revenues, federal or state funds, and investment income.

**Section M Estimated Amount of Bonded Indebtedness**

The City may consider issuing tax increment bonds to finance all or a portion of the estimated public costs, and reserves the right to issue such bonds in an amount not to exceed \$5,021,403 (total estimated public costs).

**Section N Original Net Tax Capacity**

The County Auditor shall certify the original net tax capacity of the TIF District. This value will be equal to the total net tax capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The Authority intends to file the request for certification prior to July 1, 2015. Therefore, the original net tax capacity will be the net tax capacity as of January 2, 2014.

The Estimated Market Value of all property within the TIF District as of January 2, 2014, for taxes payable in 2015, is \$1,616,300, and is classified as commercial property. Upon redevelopment a portion of the site will be classified as rental property, and a portion will be classified as commercial property. Therefore, the estimated tax capacity is currently unknown; however, for purposes of the revenue projections in this TIF plan, the City has assumed a pro-rata share of the land area will be classified as rental and a portion as commercial resulting in \$12,664, which is estimated to be the original net tax capacity of the TIF District.

Each year the County Auditor shall certify the amount that the original net tax capacity has increased or decreased as a result of:

- (1) changes in the tax-exempt status of property;
- (2) reductions or enlargements of the geographic area of the TIF District;
- (3) changes due to stipulation agreements or abatements; or
- (4) changes in property classification rates.

**Section O Original Local Tax Rate**

The County Auditor shall also certify the original local tax rate of the TIF District. This rate shall be the sum of all local tax rates that apply to property in the TIF District. This rate shall be for the same taxes payable year as the original net tax capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the original local tax rate of the TIF District.

As noted in Section M, the Authority intends to file the TIF District for certification prior to July 1, 2015; therefore, the Original Local Tax Rate will be the rate that applies for taxes payable in 2015.

For purposes of estimating the tax increment generated by the TIF District, the sum of the local tax rates for taxes levied in 2014 and payable in 2015, is 152.372% as shown below.

<u>Taxing Jurisdiction</u>	<u>2014/2015 Local Tax Rate</u>
City of Maplewood	46.353%
Ramsey County	58.922%
ISD # 622	35.864%
Other	11.233%
Total	152.372%

**Section P      Projected Retained Captured Net Tax Capacity and  
 Projected Tax Increment**

The City anticipates that development will be initiated in 2015, and completed in 2016 creating a total tax capacity for the TIF District No. 1-13 of \$110,874 as of January 2, 2017. The captured tax capacity as of that date is estimated to be \$98,209 and the first-year of tax increment is estimated to be \$149,643 payable in 2018. A complete schedule of estimated tax increment from the TIF District is shown in Exhibit III.

The estimates shown in this TIF Plan assume that commercial class rates remain at 1.5% for the first \$150,000 of estimated market value and 2.0% of the market value above \$150,000; while rental class rates will remain constant at 1.25% and 0.75% for 4(d) rental class rates. The projections also assume a 2% annual increase in market values.

Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District.

For communities affected by the fiscal disparity provisions of Minnesota Statutes, Chapter 473F and Chapter 276A, the original net tax capacity of the TIF District shall be determined before the application of fiscal disparity. In subsequent years, the current net tax capacity shall either (a) be determined before the application of fiscal disparity or (b) exclude the product of any fiscal disparity increase in the TIF District (since the original net tax capacity was certified) times the appropriate fiscal disparity ratio. The method the City elects shall remain the same for the life of the TIF District, except that a single change may be made at any time from method (a) to method (b) above. »The City elects method (a), or M.S. Section 469.177, Subdivision 3(a).

The County Auditor shall certify to the City the amount of captured net tax capacity each year. The City may choose to retain any or all of this amount. It is the City's intention to retain 100% of the captured net tax capacity of the TIF District. Such amount shall be known as the retained captured net tax capacity of the TIF District.

Exhibit II gives a listing of the various information and assumptions used in preparing a number of the exhibits contained in this TIF Plan, including Exhibit III which shows the projected tax increment generated over the anticipated life of the TIF District.

**Section Q      Use of Tax Increment**

Each year the County Treasurer shall deduct 0.36% of the annual tax increment generated by the TIF District and pay such amount to the State's General Fund. Such amounts will be appropriated to the State Auditor for the cost of financial reporting and auditing of tax increment financing information throughout the state. Exhibit III shows the projected deduction for this purpose over the anticipated life of the TIF District.

The City has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

- (1) pay for the estimated public costs of the TIF District (see Section K) and County administrative costs associated with the TIF District (see Section T);
- (2) pay principal and interest on tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (3) accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (4) pay all or a portion of the county road costs as may be required by the County Board under M.S. Section 469.175, Subdivision 1a; or
- (5) return excess tax increments to the County Auditor for redistribution to the City, County and School District.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless both county boards involved waive this requirement. Tax increments shall not be used to circumvent levy limitations applicable to the City.

Tax increment shall not be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or federal government, or for a commons area used as a public park, or a facility used for social, recreational, or conference purposes. This prohibition does not apply to the construction or renovation of a parking structure or of a privately owned facility for conference purposes.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sale of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

#### **Section R Excess Tax Increment**

In any year in which the tax increments from the TIF District exceed the amount necessary to pay the estimated public costs authorized by the TIF Plan, the City shall use the excess tax increments to:

- (1) prepay any outstanding tax increment bonds;
- (2) discharge the pledge of tax increments thereof;
- (3) pay amounts into an escrow account dedicated to the payment of the tax increment bonds; or
- (4) return excess tax increments to the County Auditor for redistribution to the City, County and School District. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

#### **Section S Tax Increment Pooling and the Five-Year Rule**

At least 75% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District (see Section E for additional restrictions). No more than 25% of the tax increments may be spent on costs outside of the TIF District but within the boundaries of the Project Area, except to pay debt service on credit enhanced bonds. All administrative expenses are considered to

have been spent outside of the TIF District. Tax increments are considered to have been spent within the TIF District if such amounts are:

- (1) actually paid to a third party for activities performed within the TIF District within five years after certification of the district;
- (2) used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund.
- (3) used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district; or
- (4) used to reimburse a party for payment of eligible costs (including interest) incurred within five years from certification of the district.

Beginning with the sixth year following certification of the TIF District, at least 75% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The City anticipates that tax increments will be spent outside of the TIF District (including a portion for allowable administrative expenses) for eligible redevelopment pooling expenditures.

#### **Section T      Limitation on Administrative Expenses**

Administrative expenses are defined as all costs of the City other than:

- (1) amounts paid for the purchase of land;
- (2) amounts paid for materials and services, including architectural and engineering services directly connected with the physical development of the real property in the project;
- (3) relocation benefits paid to, or services provided for, persons residing or businesses located in the project;
- (4) amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to section 469.178; or
- (5) amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clause (1) to (3).

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the County in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total tax increment expenditures authorized by the TIF Plan or (b) 10% of the total tax increments received by the TIF District.

#### **Section U      Limitation on Property Not Subject to Improvements - Four Year Rule**

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the original net tax capacity shall be adjusted accordingly. Qualified

improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The City must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the City or owner of the parcel subsequently commences any of the above activities, the City shall certify to the County Auditor that such activity has commenced and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the original net tax capacity of the TIF District.

## **Section V      Estimated Impact on Other Taxing Jurisdictions**

Exhibit IV shows the estimated impact on other taxing jurisdictions if the maximum projected retained captured net tax capacity of the TIF District was hypothetically available to the other taxing jurisdictions. The City believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since the proposed development would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified and the development therein becomes part of the general tax base.

The fiscal and economic implications of the proposed tax increment financing district, as pursuant to Minnesota Statutes, Section 469.175, Subdivision 2, are listed below.

1. The total amount of tax increment that will be generated over the life of the TIF District is estimated to be \$5,021,403.
2. To the extent the project in the TIF District generates any public cost impacts on City-provided services such as police and fire protection, public infrastructure, and the impact of any general obligation tax increment bonds attributable to the TIF District upon the ability to issue other debt for general fund purposes, such costs will be levied upon the taxable net tax capacity of the City, excluding that portion captured by the TIF District.
3. The amount of tax increments over the life of the TIF District that would be attributable to School District levies, assuming the School District's share of the total local tax rate for all taxing jurisdictions remained the same, is estimated to be \$1,186,164.
4. The amount of tax increments over the life of the TIF District that would be attributable to County levies, assuming the County's share of the total local tax rate for all taxing jurisdictions remained the same is estimated to be \$1,948,783.
5. No additional information has been requested by the County or School District that would enable it to determine additional costs that will accrue to it due to the development proposed for the district.

## **Section W      Prior Planned Improvements**

The City shall accompany its request for certification to the County Auditor (or notice of district enlargement), with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall increase the original net tax capacity of the TIF District by the net tax capacity of each improvement for which a building permit was issued.

There have been no building permits issued in the last 18 months in conjunction with any of the properties within the TIF District.

**Section X      Development Agreements**

If within a project containing a redevelopment district, more than 25% of the acreage of the property to be acquired by the City is purchased with tax increment bonds proceeds (to which tax increment from the property is pledged), then prior to such acquisition, the City must enter into an agreement for the development of the property. Such agreement must provide recourse for the City should the development not be completed.

The City anticipates entering into an agreement for development, but does not anticipate acquiring property located within the TIF District.

**Section Y      Assessment Agreements**

The City may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be an accurate estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, County and School District.

The City does anticipate entering into an assessment agreements for the individual development phases.

**Section Z      Modifications of the Tax Increment Financing Plan**

Any reduction or enlargement in the geographic area of the Development District or the TIF District; a determination to capitalize interest on the debt if that determination was not part of the original TIF Plan, increase in the portion of the captured net tax capacity to be retained by the City; increase in the total estimated public costs; or designation of property to be acquired by the City shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

- (1) the only modification is elimination of parcels from the TIF District; and
- (2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's original net tax capacity, or the City agrees that the TIF District's original net tax capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The City must notify the County Auditor of any modification that reduces or enlarges the geographic area of the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

**Section AA      Administration of the Tax Increment Financing Plan**

Upon adoption of the TIF Plan, the City shall submit a copy of such plan to the Minnesota Department of Revenue and the Office of the State Auditor. The City shall also request that the County Auditor certify the original net tax capacity and net tax capacity rate of the TIF District. To assist the County Auditor in this process, the City shall submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The City shall also send the County Assessor any assessment agreement

establishing the minimum market value of land and improvements in the TIF District, and shall request that the County Assessor review and certify this assessment agreement as reasonable.

The County shall distribute to the City the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the retained captured net tax capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

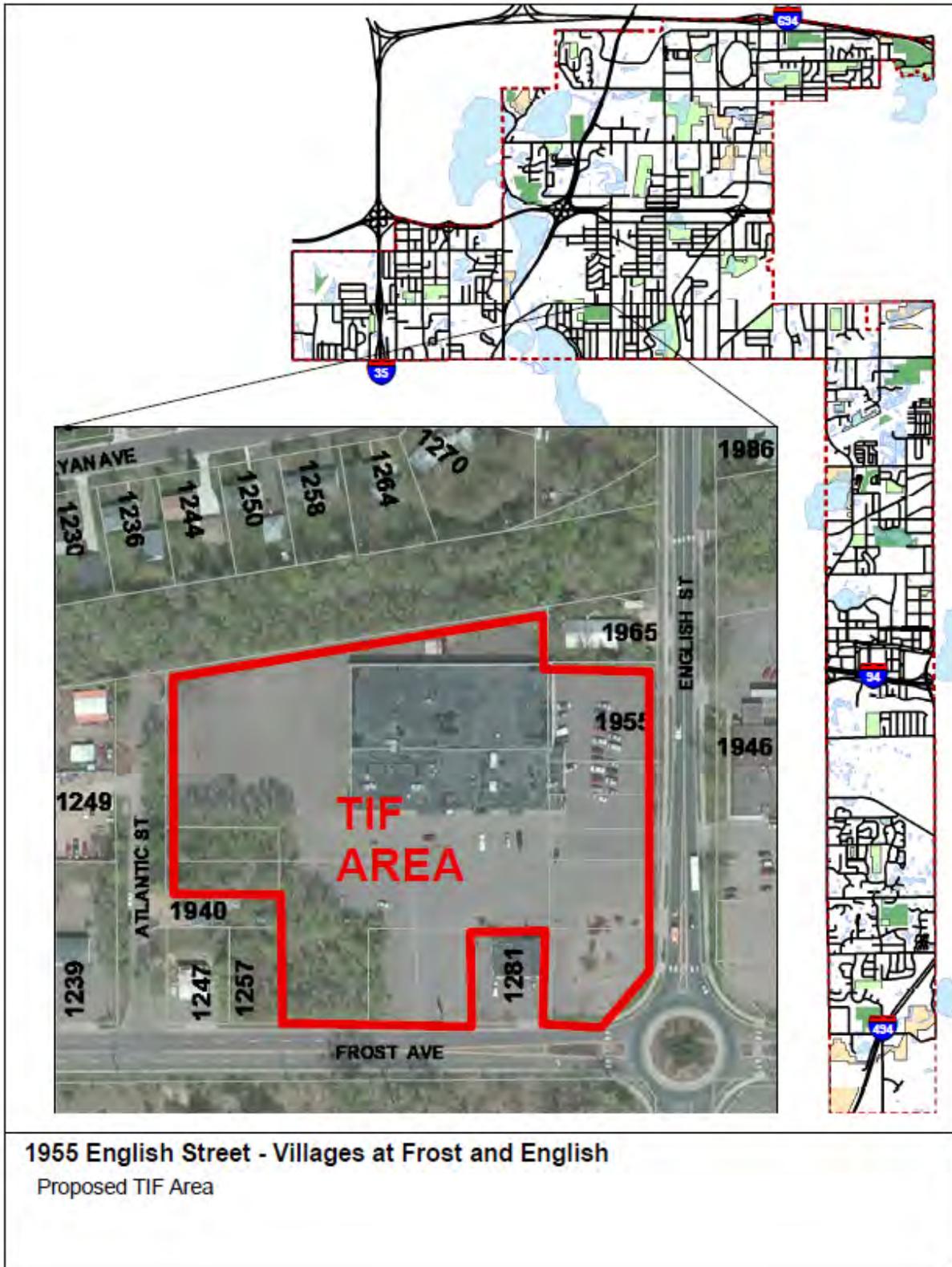
- (1) prior to July 1, the City shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to insure that the new value will be recorded in a timely manner.
- (2) if the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.
- (3) each year the County Auditor shall certify the amount of the original net tax capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:
  - (a) the value of property that changes from tax-exempt to taxable shall be added to the original net tax capacity of the TIF District. The reverse shall also apply;
  - (b) the original net tax capacity may be modified by any approved enlargement or reduction of the TIF District;
  - (c) if laws governing the classification of real property cause changes to the percentage of estimated market value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the original net tax capacity and the retained captured net tax capacity of the TIF District.

The County Auditor shall notify the City of all changes made to the original net tax capacity of the TIF District.

#### **Section AB Filing TIF Plan, Financial Reporting and Disclosure Requirements**

The City will file the TIF Plan, and any subsequent amendments thereto, with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes, Section 469.175, subdivision 4A. The City will comply with all reporting requirements for the TIF District under Minnesota Statutes, Section 469.175, subdivisions 5 and 6.

MAP OF TAX INCREMENT FINANCING (REDEVELOPMENT) DISTRICT NO. 1-13  
Within Development District No. 1



**Assumptions Report**

**City of Maplewood, Minnesota  
Tax Increment Financing (Redevelopment) District No. 1-13  
Maplewood Bowl Redevelopment Project  
Combined Phases TIF Projections**

Type of Tax Increment Financing District	Redevelopment
Maximum Duration of TIF District	25 years from 1st increment
Projected Certification Request Date	█ 06/30/15
Decertification Date	█ 12/31/43 (26 Years of Increment)

	<u>2014/2015</u>
Base Estimated Market Value	█ \$1,616,300
Original Net Tax Capacity	\$12,664

	Assessment/Collection Year			
	2015/2016	2016/2017	2017/2018	2018/2019
Base Estimated Market Value	\$1,616,300	\$1,616,300	\$1,616,300	\$1,616,300
Estimated Increase in Value - New Construction	0	0	11,600,200	11,842,300
Total Estimated Market Value	1,616,300	1,616,300	13,216,500	13,458,600
Total Net Tax Capacity	\$12,664	\$12,664	\$110,874	\$112,840

City of Maplewood	46.353%
Ramsey County	58.922%
ISD #622	35.864%
Other	11.233%
Local Tax Capacity Rate	152.372% 2014/2015
Fiscal Disparities Contribution From TIF District	0.0000%
Administrative Retainage Percent (maximum = 10%)	10.00%
Pooling Percent	17.76%

Present Value Date & Rate	06/30/15	5.00% PV Amount	\$2,395,400
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**Notes**

Projections assume no future changes to classification rates and current tax rates remain constant.  
 Projections are based on 50 Multi-Family units valued at \$100,000/unit, 79 Senior Units valued at \$95,000/unit  
 Commercial Portion is based on 6,000sf building valued at \$100 psf.  
 Base value is based on tax capacity calculated on pro-rata basis per usage for each phase.  
 Projections are based on a 2% market value inflator for each phase.  
 Projections assume commencement of construction in 2015, with project completion in 2016,  
 but a delay of first receipt to 2018 to coincide with full value.  
 Multi-Family Projections are based on 40 units at 4D class rate, and 10 units at standard class rate.  
 Senior Projections are based on 79 units at 4D class rate.

**Projected Tax Increment Report**

**City of Maplewood, Minnesota  
Tax Increment Financing (Redevelopment) District No. 1-13  
Maplewood Bowl Redevelopment Project  
Combined Phases TIF Projections**

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (6)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Net Tax Increment (9)	Less: City Retainage 27.76% (10)	Annual Net Revenue (11)	P.V. Annual Net Rev. To 06/30/15 5.00%
12/31/15	1,616,300	12,664	12,664	0	152.372%	0	0	0	0	0	0
12/31/16	1,616,300	12,664	12,664	0	152.372%	0	0	0	0	0	0
12/31/17	1,616,300	12,664	12,664	0	152.372%	0	0	0	0	0	0
12/31/18	13,216,500	110,874	12,664	98,209	152.372%	149,643	539	149,104	41,708	107,396	92,773
12/31/19	13,458,600	112,840	12,664	100,175	152.372%	152,639	549	152,090	42,516	109,574	90,147
12/31/20	13,705,542	114,845	12,664	102,180	152.372%	155,694	560	155,134	43,339	111,795	87,594
12/31/21	13,957,423	116,890	12,664	104,225	152.372%	158,810	572	158,238	44,178	114,060	85,114
12/31/22	14,214,341	118,976	12,664	106,311	152.372%	161,988	583	161,405	45,035	116,370	82,702
12/31/23	14,476,398	121,104	12,664	108,439	152.372%	165,231	595	164,636	45,908	118,728	80,360
12/31/24	14,743,696	123,274	12,664	110,609	152.372%	168,538	607	167,931	46,800	121,131	78,082
12/31/25	15,016,340	125,488	12,664	112,823	152.372%	171,912	618	171,294	47,710	123,584	75,869
12/31/26	15,294,437	127,746	12,664	115,081	152.372%	175,352	631	174,721	48,637	126,084	73,719
12/31/27	15,578,096	130,049	12,664	117,384	152.372%	178,861	644	178,217	49,582	128,635	71,629
12/31/28	15,867,427	132,398	12,664	119,734	152.372%	182,441	657	181,784	50,547	131,237	69,598
12/31/29	16,162,546	134,794	12,664	122,130	152.372%	186,092	670	185,422	51,532	133,890	67,624
12/31/30	16,463,567	137,239	12,664	124,574	152.372%	189,817	683	189,134	52,536	136,598	65,706
12/31/31	16,770,608	139,732	12,664	127,067	152.372%	193,614	697	192,917	53,559	139,358	63,841
12/31/32	17,083,790	142,275	12,664	129,610	152.372%	197,489	711	196,778	54,603	142,175	62,030
12/31/33	17,403,236	144,868	12,664	132,204	152.372%	201,441	725	200,716	55,668	145,048	60,270
12/31/34	17,729,071	147,514	12,664	134,849	152.372%	205,473	739	204,734	56,756	147,978	58,560
12/31/35	18,061,422	150,212	12,664	137,548	152.372%	209,585	755	208,830	57,863	150,967	56,897
12/31/36	18,400,421	152,965	12,664	140,301	152.372%	213,779	769	213,010	58,994	154,016	55,283
12/31/37	18,746,199	155,773	12,664	143,108	152.372%	218,056	785	217,271	60,147	157,124	53,713
12/31/38	19,098,893	158,636	12,664	145,972	152.372%	222,420	801	221,619	61,323	160,296	52,188
12/31/39	19,458,641	161,557	12,664	148,893	152.372%	226,871	817	226,054	62,523	163,531	50,706
12/31/40	19,825,584	164,537	12,664	151,872	152.372%	231,411	834	230,577	63,746	166,831	49,266
12/31/41	20,199,866	167,576	12,664	154,911	152.372%	236,041	850	235,191	64,994	170,197	47,866
12/31/42	20,581,633	170,676	12,664	158,011	152.372%	240,765	867	239,898	66,267	173,631	46,507
12/31/43	20,971,036	173,837	12,664	161,173	152.372%	245,582	884	244,698	67,565	177,133	45,186
						\$5,039,545	\$18,142	\$5,021,403	\$1,394,036	\$3,627,367	\$1,723,230

**Estimated Impact on Other Taxing Jurisdictions Report**

**City of Maplewood, Minnesota  
Tax Increment Financing (Redevelopment) District No. 1-13  
Maplewood Bowl Redevelopment Project  
Combined Phases TIF Projections**

Taxing Jurisdiction	Without Project or TIF District			With Project and TIF District				Hypothetical Tax Generated by Retained Captured N.T.C. (*)
	Final 2014/2015 Taxable Net Tax Capacity (1)	2014/2015 Local Tax Rate	2014/2015 Taxable Net Tax Capacity (1) +	Projected Retained Captured Net Tax Capacity =	Hypothetical Adjusted Local Tax Rate (*)	New Taxable Net Tax Capacity	Hypothetical Decrease In Local Tax Rate (*)	
City of Maplewood	34,824,694	46.353%	34,824,694	\$161,173	34,985,867	46.139%	0.214%	74,364
Ramsey County	402,266,475	58.922%	402,266,475	161,173	402,427,648	58.898%	0.024%	94,928
SD #622	70,170,283	35.864%	70,170,283	161,173	70,331,456	35.782%	0.082%	57,671
Other (2)	---	11.233%	---	161,173	---	11.233%	---	---
Totals						152.053%	0.319%	

**\* Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 0.319% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

**Statement 2:** Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

- (1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.
- (2) The impact on these taxing jurisdictions is negligible since they represent only 7.37% of the total tax rate.

**Market Value Analysis Report**

**City of Maplewood, Minnesota  
Tax Increment Financing (Redevelopment) District No. 1-13  
Maplewood Bowl Redevelopment Project  
Combined Phases TIF Projections**

<u>Assumptions</u>			
Present Value Date			06/30/15
P.V. Rate - Gross T.I.			5.00%
Increase in EMV With TIF District			\$19,354,736
Less: P.V of Gross Tax Increment			2,395,400
Subtotal			\$16,959,336
Less: Increase in EMV Without TIF			0
Difference			\$16,959,336
	Year	Annual Gross Tax Increment	Present Value @ 5.00%
0	2017	0	0
1	2018	149,643	129,267
2	2019	152,639	125,576
3	2020	155,694	121,990
4	2021	158,810	118,506
5	2022	161,988	115,122
6	2023	165,231	111,835
7	2024	168,538	108,641
8	2025	171,912	105,539
9	2026	175,352	102,525
10	2027	178,861	99,596
11	2028	182,441	96,752
12	2029	186,092	93,989
13	2030	189,817	91,305
14	2031	193,614	88,697
15	2032	197,489	86,164
16	2033	201,441	83,703
17	2034	205,473	81,313
18	2035	209,585	78,990
19	2036	213,779	76,734
20	2037	218,056	74,542
21	2038	222,420	72,414
22	2039	226,871	70,345
23	2040	231,411	68,336
24	2041	236,041	66,384
25	2042	240,765	64,489
26	2043	245,582	62,646
		\$5,039,545	\$2,395,400

## PART 1 – EXECUTIVE SUMMARY

### PURPOSE OF EVALUATION

LHB was hired by the City of Maplewood to inspect and evaluate the properties within a Tax Increment Financing Redevelopment District (“TIF District”) proposed to be established by the City. The proposed TIF District is bounded by Atlantic Street on the West, Frost Avenue on the South and English Street on the East (Diagram 1). The purpose of LHB’s work is to determine whether the proposed TIF District meets the statutory requirements for coverage, and whether one (1) building on twelve (12) parcels, located within the proposed TIF District, meet the qualifications required for a Redevelopment District.

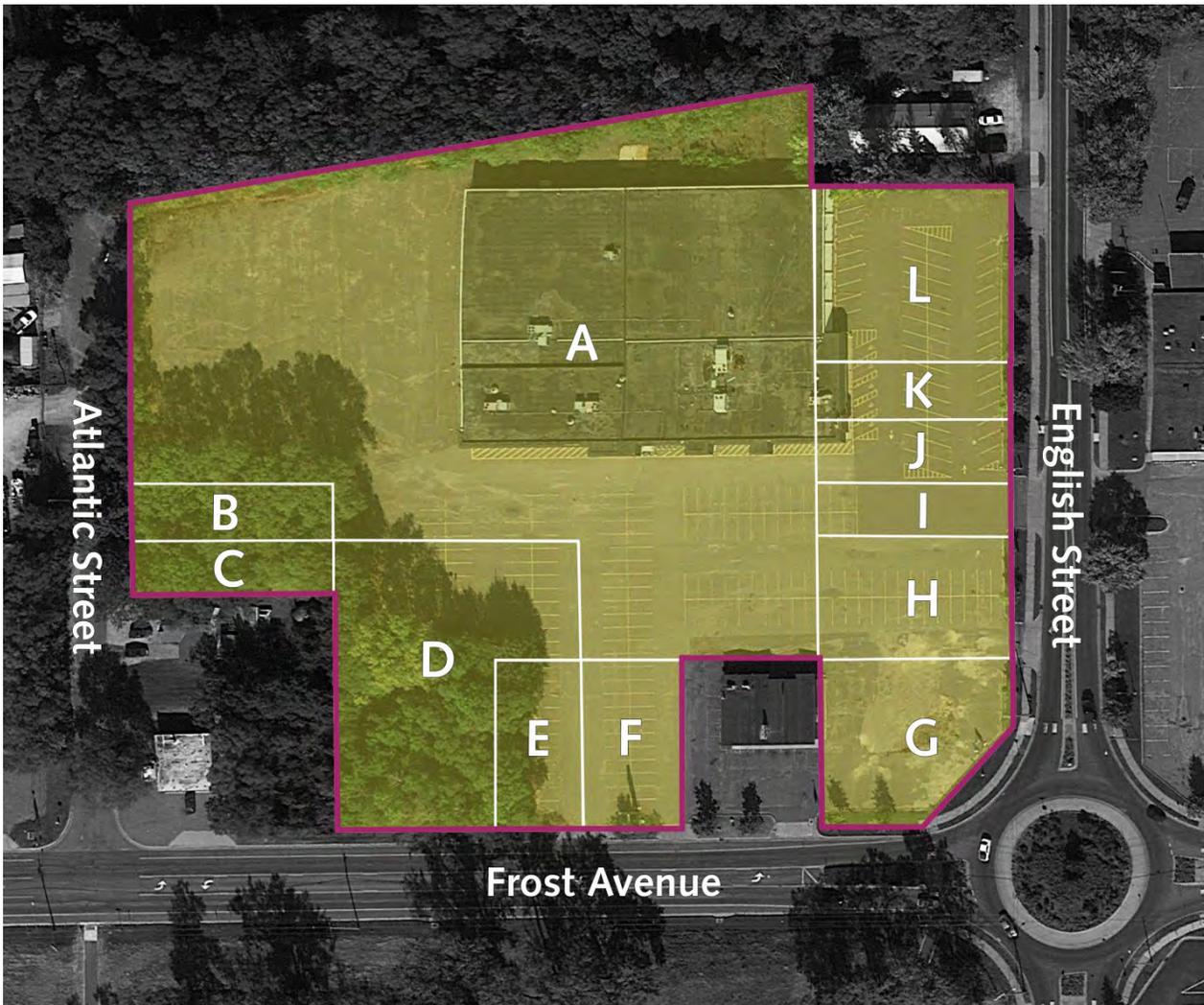


Diagram 1 – Proposed TIF District

### SCOPE OF WORK

The proposed TIF District consists of twelve (12) parcels with one (1) building. The building was inspected on April 23, 2015. A Building Code and Condition Deficiency report for the building that was inspected is located in Appendix B.

## **CONCLUSION**

After inspecting and evaluating the properties within the proposed TIF District and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the proposed TIF District qualifies as a Redevelopment District because:

- The proposed TIF District has a coverage calculation of 95.7 percent which is above the 70 percent requirement.
- 100 percent of the buildings are structurally substandard which is above the 50 percent requirement.
- The substandard buildings are reasonably distributed.

Report of Inspection Procedures and Results for  
Determining Qualifications of a  
Tax Increment Financing District as a Redevelopment District

**Maplewood 1955 English Street  
Redevelopment TIF District  
Maplewood, Minnesota**



May 11, 2015

Prepared For the

**City of Maplewood**

Prepared by:



LHB, Inc.  
701 Washington Avenue North, Suite 200  
Minneapolis, Minnesota 55401

LHB Project No. 150272

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# PART 1 – EXECUTIVE SUMMARY

## PURPOSE OF EVALUATION

LHB was hired by the City of Maplewood to inspect and evaluate the properties within a Tax Increment Financing Redevelopment District (“TIF District”) proposed to be established by the City. The proposed TIF District is bounded by Atlantic Street on the West, Frost Avenue on the South and English Street on the East (Diagram 1). The purpose of LHB’s work is to determine whether the proposed TIF District meets the statutory requirements for coverage, and whether one (1) building on twelve (12) parcels, located within the proposed TIF District, meet the qualifications required for a Redevelopment District.

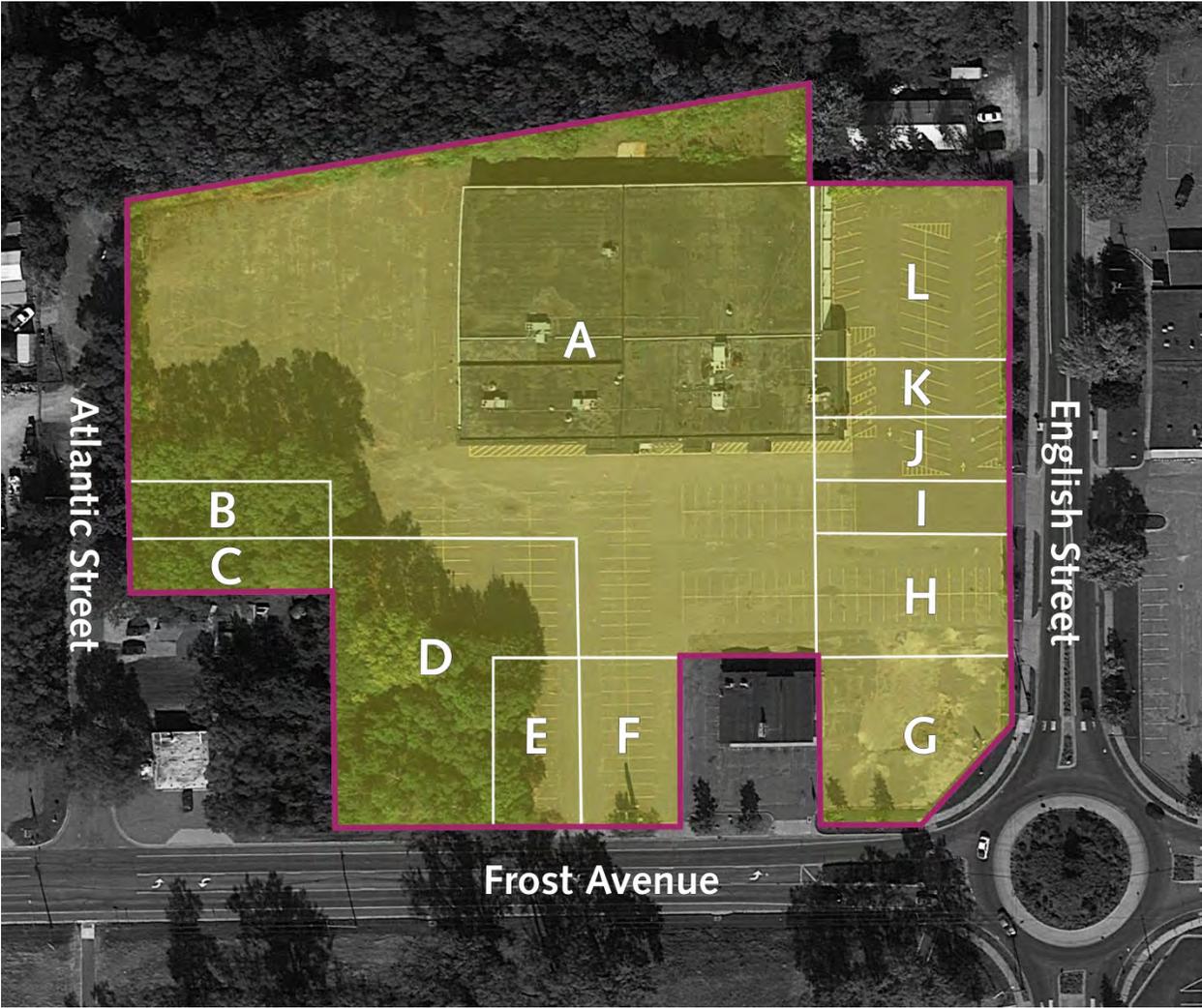


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## SCOPE OF WORK

The proposed TIF District consists of twelve (12) parcels with one (1) building. The building was inspected on April 23, 2015. A Building Code and Condition Deficiency report for the building that was inspected is located in Appendix B.

## CONCLUSION

After inspecting and evaluating the properties within the proposed TIF District and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the proposed TIF District qualifies as a Redevelopment District because:

- The proposed TIF District has a coverage calculation of 95.7 percent which is above the 70 percent requirement.
- 100 percent of the buildings are structurally substandard which is above the 50 percent requirement.
- The substandard buildings are reasonably distributed.

The remainder of this report describes our process and findings in detail.

## PART 2 – MINNESOTA STATUTE 469.174, SUBDIVISION 10 REQUIREMENTS

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The properties were inspected in accordance with the following requirements under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, which states:

### INTERIOR INSPECTION

“The municipality may not make such determination [that the building is structurally substandard] without an interior inspection of the property...”

### EXTERIOR INSPECTION AND OTHER MEANS

“An interior inspection of the property is not required, if the municipality finds that

- (1) the municipality or authority is unable to gain access to the property after using its best efforts to obtain permission from the party that owns or controls the property; and
- (2) the evidence otherwise supports a reasonable conclusion that the building is structurally substandard.”

### DOCUMENTATION

“Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained under section 469.175, subdivision 3(1).”

## QUALIFICATION REQUIREMENTS

*Minnesota Statutes, Section 469.174, Subdivision 10 (a) (1)* requires three tests for occupied parcels:

### A. COVERAGE TEST

...“parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, or paved or gravel parking lots...”

The coverage required by the parcel to be considered occupied is defined under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which states: “For purposes of this subdivision, a parcel is not occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures unless 15 percent of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures.”

### B. CONDITION OF BUILDINGS TEST

*Minnesota Statutes, Section 469.174, Subdivision 10(a)* states, “...and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;”

1. Structurally substandard is defined under *Minnesota Statutes, Section 469.174, Subdivision 10(b)*, which states: “For purposes of this subdivision, ‘structurally substandard’ shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance.”
  - a. We do not count energy code deficiencies toward the thresholds required by *Minnesota Statutes, Section 469.174, Subdivision 10(b)* defined as “structurally substandard”, due to concerns expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.
2. Buildings are not eligible to be considered structurally substandard unless they meet certain additional criteria, as set forth in Subdivision 10(c) which states:

“A building is not structurally substandard if it is in compliance with the building code applicable to new buildings or could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. The municipality may find that a building is not disqualified as structurally substandard under the preceding sentence on the basis of reasonably available evidence, such as the size, type, and age of the building, the average cost of plumbing, electrical, or structural repairs, or other similar reliable evidence.”

“Items of evidence that support such a conclusion [that the building is not disqualified] include recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence.”

LHB counts energy code deficiencies toward the 15 percent code threshold required by *Minnesota Statutes, Section 469.174, Subdivision 10(c)* for the following reasons:

- The Minnesota energy code is one of ten building code areas highlighted by the Minnesota Department of Labor and Industry website where minimum construction standards are required by law.
- The index page of the 2007 Minnesota Building Code lists the Minnesota Energy Code as a “Required Enforcement” area compared to an additional list of “Optional Enforcement” chapters.
- The Senior Building Code Representative for the Construction Codes and Licensing Division of the Minnesota Department of Labor and Industry confirmed that the Minnesota Energy Code is being enforced throughout the State of Minnesota.
- In a January 2002 report to the Minnesota Legislature, the Management Analysis Division of the Minnesota Department of Administration confirmed that the construction cost of new buildings complying with the Minnesota Energy Code is higher than buildings built prior to the enactment of the code.
- Proper TIF analysis requires a comparison between the replacement value of a new building built under current code standards with the repairs that would be necessary to bring the existing building up to current code standards. In order for an equal comparison to be made, all applicable code chapters should be applied to both scenarios. Since current construction estimating software automatically applies the construction cost of complying with the Minnesota Energy Code, energy code deficiencies should also be identified in the existing structures.

### **C. DISTRIBUTION OF SUBSTANDARD BUILDINGS**

*Minnesota Statutes, Section 469.174, Subdivision 10*, defines a Redevelopment District and requires one or more of the following conditions, “reasonably distributed throughout the district.”

- (1) “Parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;
- (2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used rail yards, rail storage facilities, or excessive or vacated railroad rights-of-way;
- (3) tank facilities, or property whose immediately previous use was for tank facilities...”

Our interpretation of the distribution requirement is that the substandard buildings must be reasonably distributed throughout the district as compared to the location of all buildings in the district. For example, if all of the buildings in a district are located on one half of the area of the district, with the other half occupied by parking lots (meeting the required 70 percent coverage for the district), we would evaluate the distribution of the substandard buildings compared with only the half of the district where the buildings are located. If all of the buildings in a district are located evenly throughout the entire area of the district, the

substandard buildings must be reasonably distributed throughout the entire area of the district. We believe this is consistent with the opinion expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.

## **PART 3 – PROCEDURES FOLLOWED**

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LHB inspected one (1) building during the day of April 23, 2015.

## **PART 4 – FINDINGS**

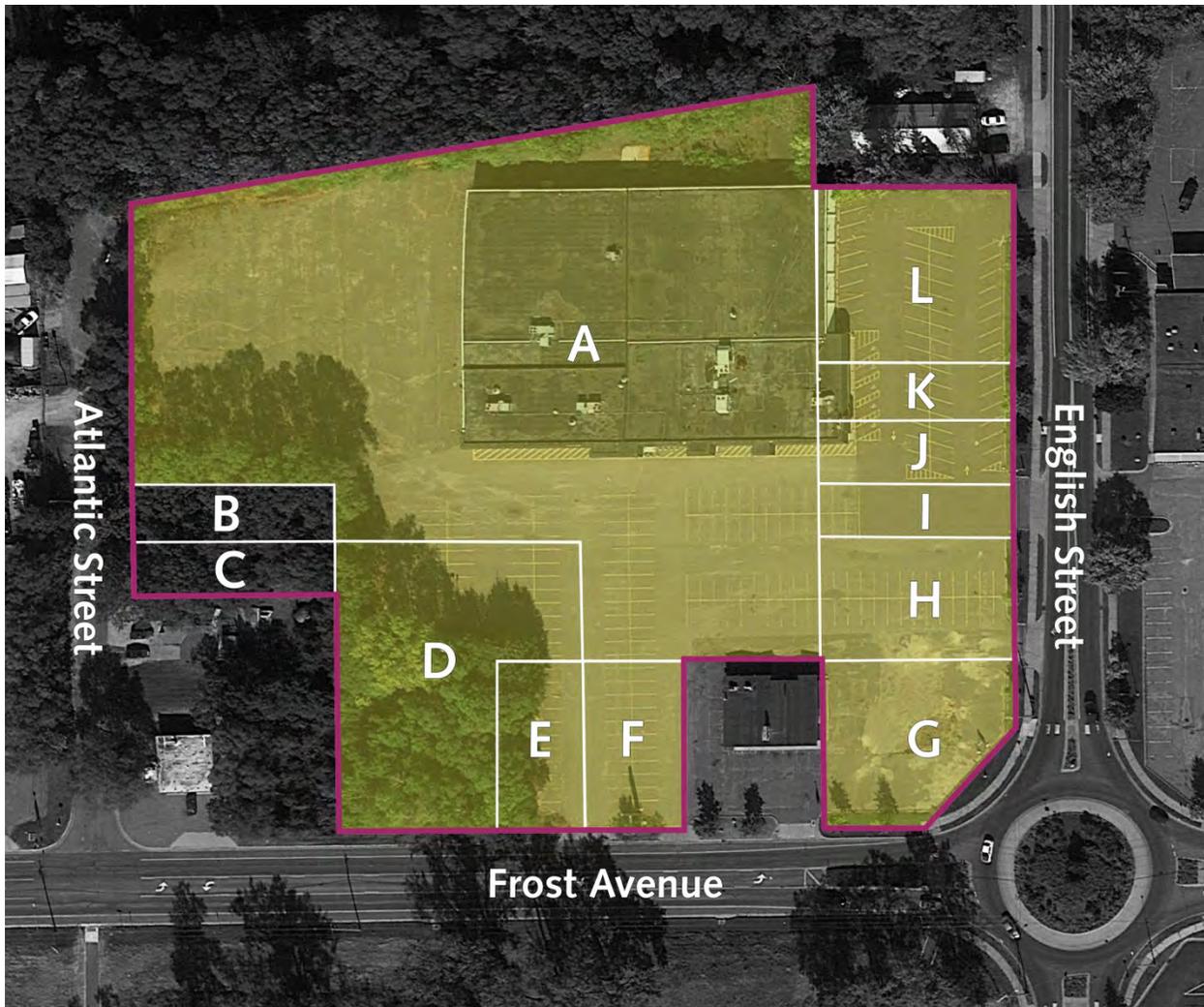
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### **A. COVERAGE TEST**

1. The total square foot area of the parcel in the proposed TIF District was obtained from City records, GIS mapping and site verification.
2. The total square foot area of buildings and site improvements on the parcels in the proposed TIF District was obtained from City records, GIS mapping and site verification.
3. The percentage of coverage for each parcel in the proposed TIF District was computed to determine if the 15 percent minimum requirement was met. The total square footage of parcels meeting the 15 percent requirement was divided into the total square footage of the entire district to determine if the 70 percent requirement was met.

### **FINDING:**

The proposed TIF District met the coverage test under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which resulted in parcels consisting of 95.7 percent of the area of the proposed TIF District being occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures (Diagram 2). This exceeds the 70 percent area coverage requirement for the proposed TIF District under *Minnesota Statutes, Section 469.174, Subdivision (a) (1)*.



**Diagram 2 – Coverage Diagram**

Shaded area depicts a parcel more than 15 percent occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures

**B. CONDITION OF BUILDING TEST**

**1. BUILDING INSPECTION**

The first step in the evaluation process is the building inspection. After an initial walk-thru, the inspector makes a judgment whether or not a building “appears” to have enough defects or deficiencies of sufficient total significance to justify substantial renovation or clearance. If it does, the inspector documents with notes and photographs code and non-code deficiencies in the building.

## 2. REPLACEMENT COST

The second step in evaluating a building to determine if it is substandard to a degree requiring substantial renovation or clearance is to determine its replacement cost. This is the cost of constructing a new structure of the same square footage and type on site. Replacement costs were researched using R.S. Means Cost Works square foot models for 2015.

A replacement cost was calculated by first establishing building use (office, retail, residential, etc.), building construction type (wood, concrete, masonry, etc.), and building size to obtain the appropriate median replacement cost, which factors in the costs of construction in Maplewood, Minnesota.

Replacement cost includes labor, materials, and the contractor's overhead and profit. Replacement costs do not include architectural fees, legal fees or other "soft" costs not directly related to construction activities. Replacement cost for each building is tabulated in Appendix A.

## 3. CODE DEFICIENCIES

The next step in evaluating a building is to determine what code deficiencies exist with respect to such building. Code deficiencies are those conditions for a building which are not in compliance with current building codes applicable to new buildings in the State of Minnesota.

*Minnesota Statutes, Section 469.174, Subdivision 10(c)*, specifically provides that a building cannot be considered structurally substandard if its code deficiencies are not at least 15 percent of the replacement cost of the building. As a result, it was necessary to determine the extent of code deficiencies for each building in the proposed TIF District.

The evaluation was made by reviewing all available information with respect to such buildings contained in City Building Inspection records and making interior and exterior inspections of the buildings. LHB utilizes the current Minnesota State Building Code as the official code for our evaluations. The Minnesota State Building Code is actually a series of provisional codes written specifically for Minnesota only requirements, adoption of several international codes, and amendments to the adopted international codes.

After identifying the code deficiencies in each building, we used R.S. Means Cost Works 2015; Unit and Assembly Costs to determine the cost of correcting the identified deficiencies. We were then able to compare the correction costs with the replacement cost of each building to determine if the costs for correcting code deficiencies meet the required 15 percent threshold.

### FINDING:

One (1) out of one (1) buildings (100 percent) in the proposed TIF District contained code deficiencies exceeding the 15 percent threshold required by *Minnesota Statutes, Section 469.174, Subdivision 10(c)*. Building Code, Condition Deficiency and Context Analysis reports for the buildings in the proposed TIF District can be found in Appendix B of this report.

#### 4. SYSTEM CONDITION DEFICIENCIES

If a building meets the minimum code deficiency threshold under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, then in order for such building to be “structurally substandard” under *Minnesota Statutes, Section 469.174, Subdivision 10(b)*, the building’s defects or deficiencies should be of sufficient total significance to justify “substantial renovation or clearance.” Based on this definition, LHB re-evaluated each of the buildings that met the code deficiency threshold under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, to determine if the total deficiencies warranted “substantial renovation or clearance” based on the criteria we outlined above.

System condition deficiencies are a measurement of defects or substantial deterioration in site elements, structure, exterior envelope, mechanical and electrical components, fire protection and emergency systems, interior partitions, ceilings, floors and doors.

The evaluation of system condition deficiencies was made by reviewing all available information contained in City records, and making interior and exterior inspections of the buildings. LHB only identified system condition deficiencies that were visible upon our inspection of the building or contained in City records. We did not consider the amount of “service life” used up for a particular component unless it was an obvious part of that component’s deficiencies.

After identifying the system condition deficiencies in each building, we used our professional judgment to determine if the list of defects or deficiencies is of sufficient total significance to justify “substantial renovation or clearance.”

#### **FINDING:**

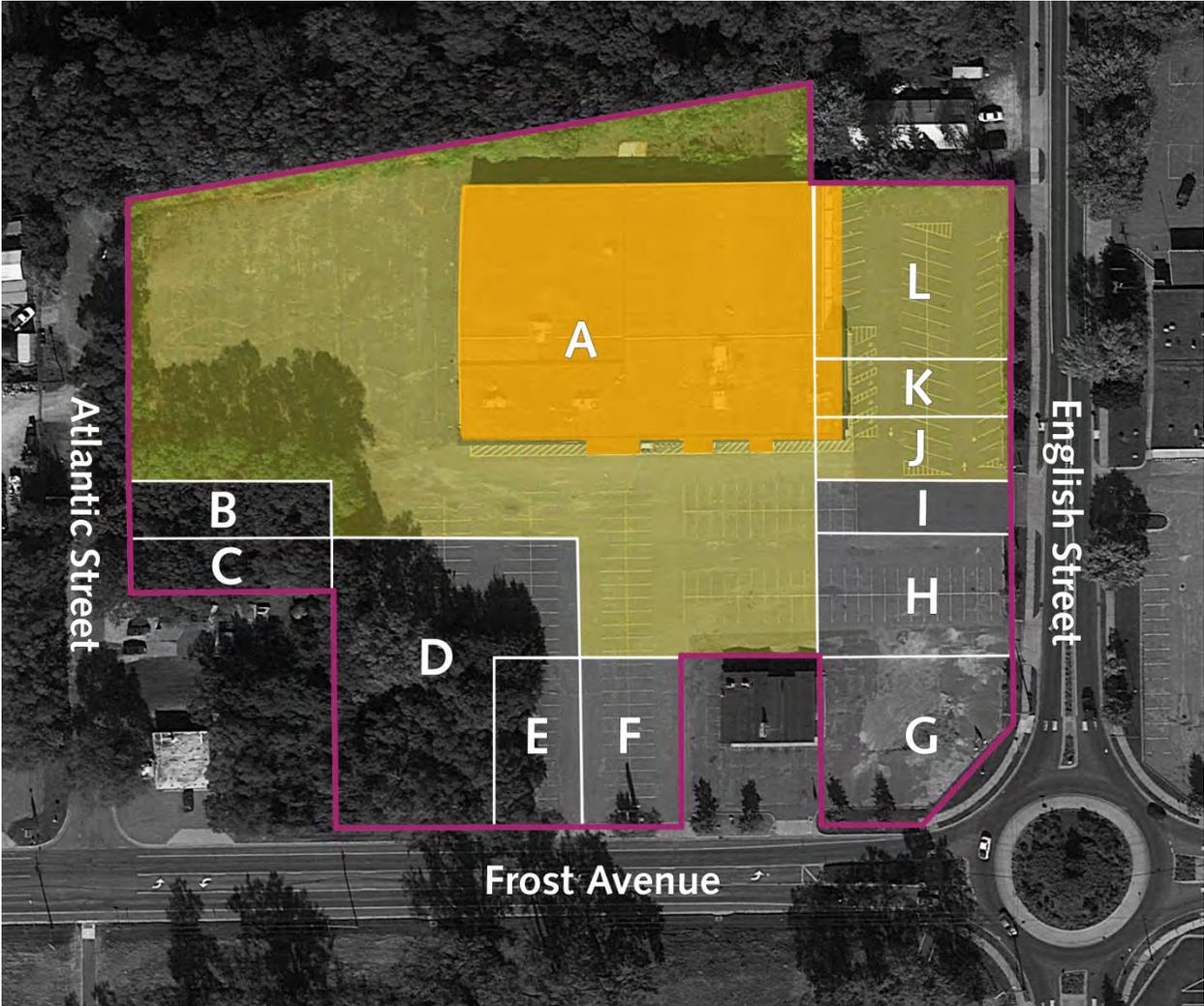
In our professional opinion, one (1) out of one (1) building (100 percent) in the proposed TIF District are structurally substandard to a degree requiring substantial renovation or clearance, because of defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance. This exceeds the 50 percent requirement of Subdivision 10a(1).

#### **C. DISTRIBUTION OF SUBSTANDARD STRUCTURES**

Much of this report has focused on the condition of individual buildings as they relate to requirements identified by *Minnesota Statutes, Section 469.174, Subdivision 10*. It is also important to look at the distribution of substandard buildings throughout the geographic area of the proposed TIF District (Diagram 3).

**FINDING:**

The parcels with substandard buildings are reasonably distributed compared to all parcels that contain buildings.



**Diagram 3 – Substandard Buildings**  
 Shaded green area depicts parcels with buildings.  
 Shaded orange area depicts substandard buildings.

## PART 5 - TEAM CREDENTIALS

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### ***Michael A. Fischer, AIA, LEED AP - Project Principal/TIF Analyst***

Michael has 28 years of experience as project principal, project manager, project designer and project architect on planning, urban design, educational, commercial and governmental projects. He has become an expert on Tax Increment Finance District analysis assisting over 100 cities with strategic planning for TIF Districts. He is a Senior Vice President at LHB and currently leads the Minneapolis office.

Michael completed a two-year Bush Fellowship, studying at MIT and Harvard in 1999, earning Masters degrees in City Planning and Real Estate Development from MIT. He has served on more than 50 committees, boards and community task forces, including a term as a City Council President and as Chair of a Metropolitan Planning Organization. Most recently, he served as Chair of the Edina, Minnesota planning commission. Michael has also managed and designed several award-winning architectural projects, and was one of four architects in the Country to receive the AIA Young Architects Citation in 1997.

### ***Philip Waugh – Project Manager/TIF Analyst***

Philip is a project manager with 13 years of experience in historic preservation, building investigations, material research, and construction methods. He previously worked as a historic preservationist and also served as the preservation specialist at the St. Paul Heritage Preservation Commission. Currently, Phil sits on the Board of Directors for the Preservation Alliance of Minnesota. His current responsibilities include project management of historic preservation projects, performing building condition surveys and analysis, TIF analysis, writing preservation specifications, historic design reviews, writing Historic Preservation Tax Credit applications, preservation planning, and grant writing.

### ***Phil Fisher – Inspector***

For 35 years, Phil Fisher worked in the field of Building Operations in Minnesota including White Bear Lake Area Schools. At the University of Minnesota he earned his Bachelor of Science in Industrial Technology. He is a Certified Playground Safety Inspector, Certified Plant Engineer, and is trained in Minnesota Enterprise Real Properties (MERP) Facility Condition Assessment (FCA). His FCA training was recently applied to the Minnesota Department of Natural Resources Facilities Condition Assessment project involving over 2,000 buildings.

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## APPENDICES

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APPENDIX A	Property Condition Assessment Summary Sheet
APPENDIX B	Building Code and Condition Deficiencies Reports
APPENDIX C	Building Replacement Cost Reports Code Deficiency Cost Reports Photographs

## **APPENDIX A**

Property Condition Assessment Summary Sheet

## Maplewood 1955 English Street Redevelopment TIF District

Property Condition Assessment Summary Sheet

TIF Map No.	PID #	Property Address	Improved or Vacant	Survey Method Used	Site Area (S.F.)	Coverage Area of Improvements (S.F.)	Coverage Percent of Improvements	Coverage Quantity (S.F.)	No. of Buildings	Building Replacement Cost	15% of Replacement Cost	Building Code Deficiencies	No. of Buildings Exceeding 15% Criteria	No. of buildings determined substandard	
A	162922140077	1955 English St N	Improved	Interior/Exterior	133,729	126,037	94.2%	133,729	1	\$5,836,370	\$875,456	\$1,672,846	1	1	
B	162922140086	0 Atlantic St N	Vacant	Exterior	5,227	0	0.0%	0			\$0		0		
C	162922140085	0 Atlantic St N	Vacant	Exterior	5,227	0	0.0%	0			\$0		0		
D	162922140081	0 Frost Ave E	Improved	Exterior	27,007	9,819	36.4%	27,007			\$0		0		
E	162922140080	0 Frost Ave E	Improved	Exterior	6,534	5,112	78.2%	6,534			\$0		0		
F	162922140079	0 Frost Ave E	Improved	Exterior	8,276	8,276	100.0%	8,276			\$0		0		
G	162922140099	1291 Frost Ave E	Improved	Exterior	13,939	12,691	91.0%	13,939			\$0		0		
H	162922140070	0 English St N	Improved	Exterior	10,890	10,360	95.1%	10,890			\$0		0		
I	162922140071	0 English St N	Improved	Exterior	5,227	5,227	100.0%	5,227			\$0		0		
J	162922140072	0 English St N	Improved	Exterior	5,227	4,894	93.6%	5,227			\$0		0		
K	162922140073	0 English St N	Improved	Exterior	5,227	4,876	93.3%	5,227			\$0		0		
L	162922140074	0 English St N	Improved	Exterior	16,117	15,279	94.8%	16,117			\$0		0		
<b>TOTALS</b>					242,629			232,175	1				1		
					<b>Total Coverage Percent:</b>		<b>95.7%</b>				<b>Percent of buildings exceeding 15 percent code deficiency threshold:</b>		<b>100.0%</b>		
					<b>Percent of buildings determined substandard:</b>										<b>100.0%</b>

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## **APPENDIX B**

Building Code, Condition Deficiency and Context Analysis Reports

## Maplewood 1955 English Street Redevelopment TIF District

### Building Code, Condition Deficiency and Context Analysis Report

April 29, 2015

Map No. & Address: Map A - 1955 English Street, Maplewood, MN 55109  
 Inspection Date(s) & Time(s): April 23, 2015 10:00 am  
 Inspection Type: Interior and Exterior  
 Summary of Deficiencies: It is our professional opinion that this building is Substandard because:

- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost: \$ 5,836,370  
 Estimated Cost to Correct Building Code Deficiencies: \$ 1,672,846  
 Percentage of Replacement Cost for Building Code Deficiencies: 28.7%

#### Defects in Structural Elements

1. Significant vertical crack on southeast corner of building indicative of differential settlement.
2. CMU damaged and or missing on west and north sides of building.

#### Combination of Deficiencies

1. Essential Utilities and Facilities
  - a. Water has been turned off to the building due to missing copper pipe.
  - b. Electricity has been turned off to the building because copper wire is missing.
  - c. Compliant accessibility to bowling lanes is lacking.
  - d. Compliant accessibility to basement entertainment area is lacking.
  - e. Compliant water fountain is missing.
  - f. Compliant access within all work areas is lacking.
2. Light and Ventilation
  - a. Ventilation system is damaged by vandals and is non-functional.
3. Fire Protection/Adequate Egress
  - a. Fire sprinkler system has frozen. It is in need of repair or replacement.
  - b. Fire alarm system is non-functional.
  - c. Stair railing is missing from south side of west stairs to basement and does not extend beyond steps.
  - d. Kick plates are missing on the exterior glass doors.
  - e. Door hardware is non-compliant.
  - f. Emergency exit doors are non-compliant because there is no level exiting surface.

4. Layout and Condition of Interior Partitions/Materials
  - a. Carpet is torn and/or missing impeding emergency egress.
  - b. Vinyl floor tile is damaged and/or missing impeding emergency egress.
  - c. Ceiling tile is missing and/or damaged.
  - d. Interior walls need to be painted.
  - e. Interior doors need to be refinished.
  - f. Interior wall partitions need to be re-secured.
  - g. Mold present on interior kitchen surfaces.
  - h. Restroom walls and floors need to be re-grouted.
  
5. Exterior Construction
  - a. Exterior CMU is damaged and/or missing allowing water intrusion.
  - b. Exterior surfaces need to be painted to prevent water intrusion.
  - c. Roof is leaking as evidenced by stained ceiling tile and puddles on the floor.
  - d. Exterior CMU needs to be painted.
  - e. Exterior wood siding needs painting.
  - f. Exterior downspouts are rusted and need to be secured.

### Description of Code Deficiencies

1. Tuck point and repair exterior block to prevent water intrusion.
2. Provide adequate water supply for fire and life safety system.
3. Replace all electrical wiring and electrical panels in order to provide adequate illuminated egress.
4. At least one accessible route shall connect each accessible story in multi-level buildings and facilities.
5. Building lacks an accessible drinking fountain.
6. Building lacks code compliant ventilation system.
7. Replace all sprinkler pipe and heads that were frozen for fire and life safety.
8. Provide a reliable means to notify the occupants of the presence of a threatening fire and the need to escape.
9. Replace door hardware with accessible code compliant hardware.
10. Railing shall be on both sides of stairs.
11. Aluminum and glass doors lack required 10 inch high kick plate.
12. Flooring needs to be securely installed to create a slip resistant pathway to egress.
13. Replace roof to prevent water intrusion.
14. West and North emergency exit doors have non-compliant steps down to landing.

### Overview of Deficiencies

This 1961 building was originally built as a bowling alley but has been vacant for some time. All of the bowling lanes and associated equipment have been removed. Staff has indicated that vandalism has occurred to the roof top mechanical units and to the interior copper pipe and wiring. Water damage from the roof is evident by the number of stained and collapsed ceiling tiles and puddles on the floor. Staff has indicated that the building fire suppression system froze when there was no heat to the building. There is no accessible route from the ground level to the bowling level or to the basement entertainment level.

## **APPENDIX C**

Building Replacement Cost Reports  
Code Deficiency Cost Reports  
Photographs

# Maplewood 1955 English Street Redevelopment TIF District

## Replacement Cost Report

Estimate Name:	<b>Maplewood Bowl</b> City of Maplewood 1955 English Street, Maplewood, Minnesota 55109	
Building Type:	<b>Bowling Alley with Concrete Block / Steel Roof Deck</b>	
Location:	<b>MAPLEWOOD, MN</b>	 <p>Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.</p>
Story Count:	<b>1</b>	
Story Height (L.F.):	<b>14</b>	
Floor Area (S.F.):	<b>42,140 grade level + 7,768 basement</b>	
Labor Type:	<b>STD</b>	
Basement Included:	<b>Yes</b>	
Data Release:	<b>Year 2015 Quarter 1</b>	
Cost Per Square Foot:	<b>\$125.76</b>	
Building Cost:	<b>\$5,836,370.00</b>	

		% of Total	Cost Per S.F.	Cost
<b>A Substructure</b>		<b>9.94%</b>	<b>18.64</b>	<b>527,545.40</b>
<b>A1010</b>	<b>Standard Foundations</b>		<b>2.83</b>	<b>141,136.55</b>
	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide		0.78	39,066.65
	Spread footings, 3000 PSI concrete, load 100K, soil bearing capacity 6 KSF, 4' - 6" square x 15" deep		2.05	102,069.90
<b>A1030</b>	<b>Slab on Grade</b>		<b>6.26</b>	<b>312,224.45</b>
	Slab on grade, 4" thick, non industrial, reinforced		6.26	312,224.45
<b>A2010</b>	<b>Basement Excavation</b>		<b>4.52</b>	<b>35,111.36</b>
	Excavate and fill, 10,000 SF, 8' deep, sand, gravel, or common earth, on site storage @ 7,768 SqFt		4.52	35,111.36
<b>A2020</b>	<b>Basement Walls</b>		<b>5.03</b>	<b>39,073.04</b>
	Foundation wall, CIP, 12' wall height, pumped, .444 CY/LF, 21.59 PLF, 12" thick @ 7,768 SqFt		5.03	39,073.04
<b>B Shell</b>		<b>41.68%</b>	<b>44.31</b>	<b>2,211,521.59</b>
<b>B1010</b>	<b>Floor Construction</b>		<b>20.97</b>	<b>1,046,199.97</b>
	Cast-in-place concrete column, 12" square, tied, 200K load, 12' story height, 142 lbs/LF, 4000PSI		4.92	245,396.66
	Flat slab, concrete, with drop panels, 6" slab/2.5" panel, 12" column, 15'x15' bay, 75 PSF superimposed load, 153 PSF total load		16.05	800,803.31
<b>B1020</b>	<b>Roof Construction</b>		<b>10.40</b>	<b>518,871.51</b>
	Roof, steel joists, joist girder, 1.5" 22 ga metal deck, on columns/bearing wall, 45'x50' bay, 40 PSF superimposed load, 52.5" deep, 61 PSF total load		9.97	497,587.25
	Roof, steel joists, joist girder, 1.5" 22 ga metal deck, on columns/bearing wall, 45'x50' bay, 40 PSF superimposed load, 52.5" deep, 61 PSF total load, add for column		0.43	21,284.26
<b>B2010</b>	<b>Exterior Walls</b>		<b>3.42</b>	<b>170,569.82</b>
	Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted		3.42	170,569.82
<b>B2020</b>	<b>Exterior Windows</b>		<b>2.21</b>	<b>110,526.86</b>
	Windows, steel, horizontal pivoted, standard glass, 6' x 4'		2.21	110,526.86

<b>B2030</b>	<b>Exterior Doors</b>		<b>0.69</b>	<b>34,499.41</b>
	Door, aluminum & glass, without transom, narrow stile, double door, hardware, 6'-0" x 7'-0" opening		0.28	13,796.07
	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening		0.41	20,703.34
<b>B3010</b>	<b>Roof Coverings</b>		<b>6.55</b>	<b>327,352.58</b>
	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped		3.62	180,637.02
	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite		2.32	115,799.04
	Roof edges, aluminum, duranodic, .050" thick, 6" face		0.51	25,681.02
	Flashing, aluminum, no backing sides, .019"		0.1	5,235.50
<b>B3020</b>	<b>Roof Openings</b>		<b>0.07</b>	<b>3,501.44</b>
	Roof hatch, with curb, 1" fiberglass insulation, 2'-6" x 3'-0", galvanized steel, 165 lbs		0.02	1,022.71
	Smoke hatch, unlabeled, galvanized, 2'-6" x 3', not incl hand winch operator		0.05	2,478.73
<b>C Interiors</b>		<b>7.97%</b>	<b>8.45</b>	<b>422,753.49</b>
<b>C1010</b>	<b>Partitions</b>		<b>2.51</b>	<b>125,494.76</b>
	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish		2.51	125,494.76
<b>C1020</b>	<b>Interior Doors</b>		<b>1.23</b>	<b>61,457.71</b>
	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"		1.23	61,457.71
<b>C3010</b>	<b>Wall Finishes</b>		<b>2.47</b>	<b>123,533.22</b>
	2 coats paint on masonry with block filler		0.86	42,934.79
	Painting, masonry or concrete, latex, brushwork, primer & 2 coats		0.89	44,523.73
	Painting, masonry or concrete, latex, brushwork, addition for block filler		0.72	36,074.70
<b>C3020</b>	<b>Floor Finishes</b>		<b>0.69</b>	<b>34,696.17</b>
	Vinyl, composition tile, minimum		0.32	16,140.25
	Vinyl, composition tile, maximum		0.37	18,555.92
<b>C3030</b>	<b>Ceiling Finishes</b>		<b>1.55</b>	<b>77,571.63</b>
	Acoustic ceilings, 3/4" fiberglass board, 24" x 48" tile, tee grid, suspended support		1.55	77,571.63
<b>D Services</b>		<b>35.70%</b>	<b>37.93</b>	<b>1,894,430.43</b>
<b>D2010</b>	<b>Plumbing Fixtures</b>		<b>1.67</b>	<b>83,399.95</b>
	Water closet, vitreous china, bowl only with flush valve, wall hung		0.78	39,158.99
	Urinal, vitreous china, wall hung		0.13	6,405.44
	Lavatory w/trim, wall hung, PE on CI, 18" x 15"		0.62	30,745.03
	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH		0.14	7,090.49
<b>D2020</b>	<b>Domestic Water Distribution</b>		<b>0.10</b>	<b>5,034.03</b>
	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH		0.1	5,034.03
<b>D2040</b>	<b>Rain Water Drainage</b>		<b>0.30</b>	<b>14,991.78</b>
	Roof drain, DWV PVC, 4" diam, diam, 10' high		0.27	13,519.49
	Roof drain, DWV PVC, 4" diam, for each additional foot add		0.03	1,472.29
<b>D3050</b>	<b>Terminal &amp; Package Units</b>		<b>16.29</b>	<b>813,183.48</b>
	Rooftop, single zone, air conditioner, bowling alleys, 10,000 SF, 56.67 ton		16.29	813,183.48
<b>D4010</b>	<b>Sprinklers</b>		<b>3.89</b>	<b>194,198.52</b>
	Wet pipe sprinkler systems, steel, light hazard, 1 floor, 10,000 SF		3.89	194,198.52

<b>D4020</b>	<b>Standpipes</b>		<b>0.62</b>	<b>31,191.90</b>
	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor		0.62	31,191.90
<b>D5010</b>	<b>Electrical Service/Distribution</b>		<b>1.00</b>	<b>50,369.95</b>
	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 800 A		0.28	14,216.33
	Feeder installation 600 V, including RGS conduit and XHHW wire, 800 A		0.34	16,991.59
	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 800 A		0.38	19,162.03
<b>D5020</b>	<b>Lighting and Branch Wiring</b>		<b>12.49</b>	<b>623,616.42</b>
	Receptacles incl plate, box, conduit, wire, 2.5 per 1000 SF, .3 watts per SF		2.09	104,180.45
	Miscellaneous power, to .5 watts		0.17	8,451.92
	Central air conditioning power, 8 watts		1.18	59,074.10
	Fluorescent fixtures recess mounted in ceiling, 2.4 watt per SF, 60 FC, 15 fixtures @ 32 watt per 1000 SF		9.05	451,909.95
<b>D5030</b>	<b>Communications and Security</b>		<b>1.49</b>	<b>74,352.56</b>
	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire		1.16	57,792.90
	Fire alarm command center, addressable without voice, excl. wire & conduit		0.33	16,559.66
<b>D5090</b>	<b>Other Electrical Systems</b>		<b>0.08</b>	<b>4,091.84</b>
	Generator sets, w/battery, charger, muffler and transfer switch, gas/gasoline operated, 3 phase, 4 wire, 277/480 V, 7.5 kW		0.08	4,091.84
<b>E Equipment &amp; Furnishings</b>		<b>4.70%</b>	<b>5.00</b>	<b>249,540.00</b>
<b>E1090</b>	<b>Other Equipment - Food Service</b>		<b>5.00</b>	<b>249,540.00</b>
<b>F Special Construction</b>		<b>0%</b>	<b>0</b>	<b>0</b>
<b>G Building Sitework</b>		<b>0%</b>	<b>0</b>	<b>0</b>
<b>SubTotal</b>		<b>100%</b>	<b>\$114.33</b>	<b>\$5,305,790.91</b>
<b>Contractor Fees (General Conditions,Overhead,Profit)</b>		<b>10.00%</b>	<b>\$11.43</b>	<b>\$530,579.09</b>
<b>Architectural Fees</b>		<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>User Fees</b>		<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Building Cost</b>			<b>\$125.76</b>	<b>\$5,836,370.00</b>

## Maplewood 1955 English Street Redevelopment TIF District

### Code Deficiency Cost Report

Map A - 1955 English Street Maplewood, MN 55109 PID 162922140077

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
<b>Accessibility Items</b>					
	Restrooms				
	Install furnishings and fixtures for accessible restrooms	\$ 25,000.00	Ea	2	\$ 50,000.00
	Stairs				
	Install compliant handrails on all stairs	\$ 500.00	Ea	2	\$ 1,000.00
	Door Hardware				
	Install compliant hardware on interior doors	\$ 200.00	Ea	25	\$ 5,000.00
	Install 10 inch kick plate on exterior glass doors	\$ 100.00	Ea	10	\$ 1,000.00
	Elevator				
	Install accessible route to basement entertainment center (elevator)	\$ 100,000.00	Ea	1	\$ 100,000.00
	Install accessible route to bowling level (lift)	\$ 25,000.00	Ea	1	\$ 25,000.00
<b>Structural Elements</b>					
<b>Exiting</b>					
	Flooring				
	Replace torn carpeting for emergency egress compliance	\$ 3.00	Sf	5,000	\$ 15,000.00
	Replace damaged VCT for emergency egress compliance	\$ 1.50	Sf	5,000	\$ 7,500.00
	Stoops				
	Raise stoops level with exterior thresholds per code	\$ 500.00	Ea	4	\$ 2,000.00
<b>Fire Protection</b>					
	Sprinkler system				
	Replace damaged sprinkler pipe and heads	\$ 3.89	SF	49,908	\$ 194,142.12
	Alarm system				
	Install compliant fire alarm system	\$ 0.33	SF	49,908	\$ 16,469.64
<b>Exterior Construction</b>					
	Exterior Walls				
	Tuck point and repair exterior CMU walls to prevent water intrusion	\$ 15,000.00	Lump	1	\$ 15,000.00

## Maplewood 1955 English Street Redevelopment TIF District

### Code Deficiency Cost Report

Map A - 1955 English Street Maplewood, MN 55109 PID 162922140077

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
<b>Roof Construction</b>					
	Roofing				
	Remove all degraded roofing material and flashing	\$ 0.90	SF	42,140	\$ 37,926.00
	Install new roofing material and flashing to prevent water intrusion	\$ 6.55	SF	42,140	\$ 276,017.00
	Plumbing				
	Install domestic water distribution system and drinking fountain	\$ 0.78	SF	49,908	\$ 38,928.24
	Electrical				
	Install branch wiring for lighting	\$ 1.25	SF	49,908	\$ 62,385.00
	Upgrade electrical service for new ventilation system	\$ 0.25	SF	49,908	\$ 12,477.00
	Heating Ventilating and Air Conditioning				
	Replace vandalized ventilation system	\$ 16.29	SF	49,908	\$ 813,001.32
<b>Total Code Improvements</b>					<b>\$1,672,846.32</b>

# Maplewood 1955 English Street Redevelopment TIF District

## Map A, 1955 English Street North Photos



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P1030030.JPG



P1030031.JPG



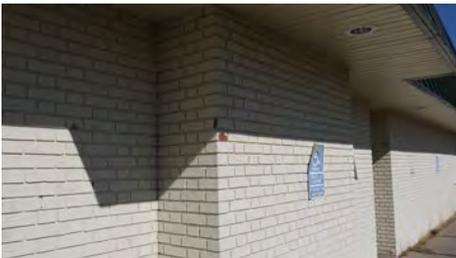
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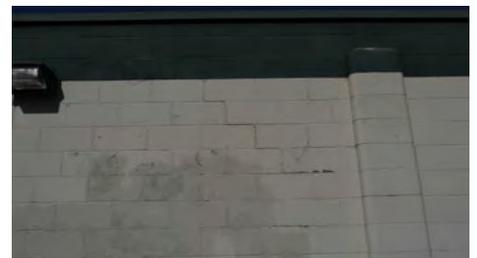
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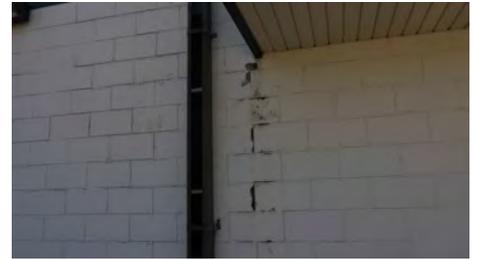
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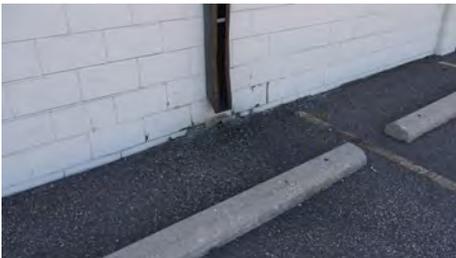
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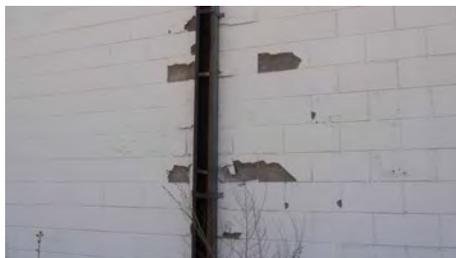
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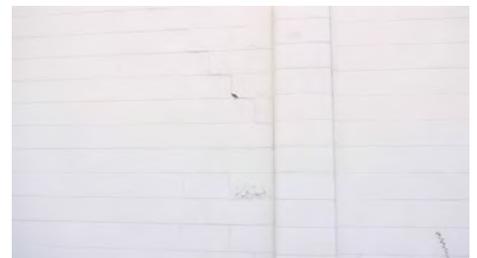
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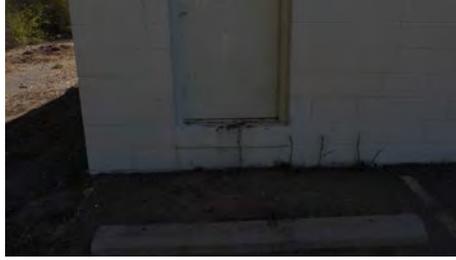
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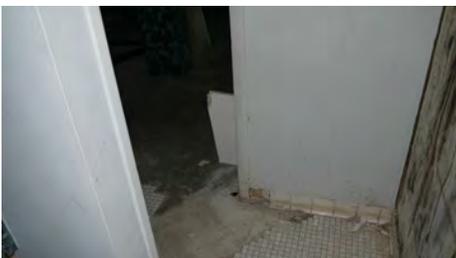
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DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MAPLEWOOD, MINNESOTA

AND

MAPLEWOOD APARTMENTS LIMITED PARTNERSHIP

This document drafted by:

BRIGGS AND MORGAN  
Professional Association  
2200 First National Bank Building  
St. Paul, Minnesota 55101

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Maplewood, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and Maplewood Apartments Limited Partnership, a Minnesota limited partnership (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, as amended, the City has formed Development District No. 1 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1799, as amended, (hereinafter the "Tax Increment Act"), the City has created, within the Development District, Tax Increment Financing District No. 1-13 (the "Tax Increment District") and adopted a tax increment financing plan, dated May 26, 2015 (the "Tax Increment Plan") therefor, which together with this Agreement provides for the use of tax increment financing derived from all development occurring within the Tax Increment District for the Project (as hereinafter defined) to be undertaken by the Developer; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project as hereinafter defined to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**ARTICLE I**

**DEFINITIONS**

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Assessment Agreement means the agreement, in substantially the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article III of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value of the Development Property and for calculation of real property taxes as determined by the Assessor for the County pursuant to the Assessment Agreement;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Maplewood, Minnesota;

City Development Agreement means the Development Agreement for the Villages at Frost and English Developer Project 14-21 Associated City Project 14-01 dated \_\_\_\_\_, 2015, as the same may be from time to time modified;

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Project and the Development Property and the plans (a) shall be as detailed as the plans, specifications drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) grading and drainage; and (8) landscape;

County means Ramsey County, Minnesota;

Developer means Maplewood Apartments Limited Partnership, its successors and assigns;

Development District means Development District No. 1, including the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property legally described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means the fees or expenses incurred by the City in connection with the preparation of this Agreement and the establishment of the Tax Increment District;

Note Payment Date means August 1, 2018, and each August 1 and February 1 of each year thereafter to and including February 1, 2044; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in Minneapolis, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the construction of an approximately 50-unit multifamily rental housing facility to be located on the Development Property;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increments means 83% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 1-13 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a redevelopment district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on May 26, 2015;

Termination Date means the earlier of (i) February 1, 2044, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

TIF Note means the Tax Increment Revenue Note (Maplewood Apartments Limited Partnership Housing Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a copy of which is attached hereto as Exhibit B.

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the Development Property and Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer' purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited partnership, has power to enter into this Agreement and to perform its obligations hereunder and, by doing so, is not in violation of any provisions of its certificate of limited partnership, partnership agreement, or the laws of the State.

(2) The Developer shall cause the Project to be installed in accordance with the terms of this Agreement, the Development Program, the City Development Agreement, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer the Project would not have been or be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the balance of the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The construction of the Project shall commence no later than \_\_\_\_\_, 2015 and barring Unavoidable Delays, the Project will be substantially completed by \_\_\_\_\_, 2016.

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the Site Improvements as provided in Article III.

### ARTICLE III

#### UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Project, Land Acquisition and Site Improvements. The parties agree that the acquisition of the Development Property and the Site Improvements to be constructed by the Developer are essential to the successful completion of the Project. The costs of the Development Property and the construction of Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of \$620,600 or costs of the Development Property and the construction of Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.2 hereof. Within 30 days of a request from the City, the Developer shall pay all Legal and Administrative Expenses incurred by the City in connection with the preparation of this Agreement and the establishment of the Tax Increment District.

Section 3.2 Reimbursement: TIF Note. The City shall reimburse the payments made by the Developer under Section 3.1 for costs of the Development Property and the construction of Site Improvements through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the construction of the Site Improvements has been completed and that the Developer has incurred and paid all costs of the Development Property and the construction of Site Improvements, as described in and limited by Section 3.1 and shall have submitted a settlement statement for the Development Property paid invoices for the costs of construction of the Site Improvements in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the TIF Note shall bear simple, non-compounding interest from the date of issuance of the TIF Note, at 5.00% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months. The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(3) The payment dates of the TIF Note shall be the Note Payment Dates. On each Note Payment Date and subject to the provisions of the TIF Note and Section 3.3, the City shall pay, against the principal and interest outstanding on the TIF Note, the Tax Increments received by the City during the preceding six months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(4) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of and interest on the TIF Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(5) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirement that (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been suspended or rescinded pursuant to Section 4.2.

(6) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

### Section 3.3 Execution of Assessment Agreement; Market Value.

(1) Simultaneously with the execution of this Agreement, the Developer and the City shall execute an Assessment Agreement pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for the Development Property and the Project for calculation of real property taxes. Specifically, the Developer shall agree to a market value for the Development Property and the Project which will result in a market value as of January 2, 2017 of not less than \$\_\_\_\_\_ until the Termination Date (such minimum market value at the time applicable is herein referred to as the "Assessor's Minimum Market Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign a market value to the property in excess of such Assessor's Minimum Market Value nor prohibit the Developer from seeking through the exercise of legal or administrative remedies a reduction in such market value for property tax purposes, provided however, that the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the Termination Date. The Assessment Agreement shall be certified by the Assessor for the County as provided in Minnesota Statutes, Section 469.177, Subdivision 8, upon a finding by the Assessor that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property and the market value previously assigned to the Development Property. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed for record in the office of the county recorder or registrar of titles of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage recorded against the Development Property.

(2) Notwithstanding the previous paragraph, the Developer will not seek a reduction in the Market Value (as defined in Minnesota Statutes, Section 273.02) for the tax collection years of 2038 through 2043. In the event that the Developer obtains a reduction in Market Value that results in the City having to make a payment to the County (the "County Payment") for the tax collection years of 2018 through 2037, the Developer agrees that:

(A) If the TIF Note remains outstanding, the next Tax Increments to be paid to the Developer shall be reduced by the County Payment, and

(B) If the TIF Note is no longer outstanding, Developer shall pay the amount of the County Payment to the City within thirty (30) days after written notice from the City as to the amount of the County Payment.

Section 3.4 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it and pursuant to the provisions of the Assessment Agreement until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement or title to the Development Property is vested in another person.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

Notwithstanding the foregoing, nothing in this Section 3.4 shall be interpreted to limit the Developer's rights under Section 3.3.

Section 3.5 Prevailing Wage. The Developer shall pay prevailing wages for the portions of the Site Improvements described in Section \_\_\_ of the City Development Agreement.

## ARTICLE IV

### EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement and the City Development Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement and the City Development Agreement.

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall:

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due;  
or

(D) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that

this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or cease to qualify as a "redevelopment district" under Section 469.174, Subdivision 10, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

## ARTICLE V

### DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1 The Developer's Option to Terminate. This Agreement may be terminated by Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred and is continuing; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2 Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City within thirty (30) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its right to terminate this Agreement due to such occurrence or event.

Section 5.3 Additional Right to Terminate. In addition to Developer's right to terminate this Agreement pursuant to Section 5.1 above, Developer shall have the right to terminate this Agreement at any time after completion of the Project by written notice to the City.

Section 5.4 Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.2, or to make any further payments on the TIF Note.

## ARTICLE VI

### ADDITIONAL PROVISIONS

Section 6.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multifamily rental housing facility and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Maplewood Apartments Limited Partnership  
233 Park Avenue South, #201  
Minneapolis, MN 55415

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Maplewood, Minnesota  
1830 East County Road B  
Maplewood, MN 55109-2702

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7 Expiration. This Agreement shall expire on the Termination Date.

Section 6.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9 Assignment of Agreement and Note. The Developer shall not assign its interest in this Agreement or the TIF Note without the consent of the City pursuant to action by the City Council, which consent shall not be unreasonably withheld. The Note may only be assigned pursuant to the terms of the Note.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed on its behalf, on or as of the date first above written.

CITY OF MAPLEWOOD, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

This is a signature page to the Development Agreement by and between the City of Maplewood and Maplewood Apartments Limited Partnership.

MAPLEWOOD APARTMENTS LIMITED  
PARTNERSHIP

By \_\_\_\_\_

Its \_\_\_\_\_

This is a signature page to the Development Agreement by and between the City of Maplewood and Maplewood Apartments Limited Partnership.

**EXHIBIT A**

**LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY**

**Legal Description**

**EXHIBIT B****FORM OF TIF NOTE**

No. R-1

\$ \_\_\_\_\_

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

**TAX INCREMENT REVENUE NOTE  
 (MAPLEWOOD APARTMENTS LIMITED PARTNERSHIP HOUSING PROJECT)**

The City of Maplewood, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Maplewood Apartments Limited Partnership, or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$620,600 as provided in that certain Development Agreement, dated as of \_\_\_\_\_, 2015, as the same may be amended from time to time (the "Development Agreement"), by and between the City and Maplewood Apartments Limited Partnership. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple, non-compounding interest at a rate of five and no hundredths percent (5.00%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2018, and on each August 1 and February 1 thereafter to and including February 1, 2044, or, if the first should not be a Business Day (as defined in the Development Agreement) the next succeeding Business Day (the "Payment Dates"). On each Payment Date subject to the provisions of Section 3.3 of the Development Agreement the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. This Note is prepayable by the City, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 83% of the tax increments (the "Tax Increments") from the Development Property (as defined in the Development Agreement) within City's Tax Increment Financing (Housing) District No. 1-13 (the "Tax Increment District") within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections

469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the termination of the Tax Increment District, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The Tax Increment District includes properties other than the Development Property and Ramsey County remits Tax Increment to the City on the basis of the captured tax capacity of the entire Tax Increment District. For purposes of this Tax Increment Revenue Note, the City will determine Tax Increment generated from the Development Property and improvements thereon in its sole discretion.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable, without interest accruing thereon in the meantime, if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City of Maplewood, Minnesota, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note is subject to prepayment in immediately available funds on any date at the option of the City, in whole or in part and without penalty.

This Note may be assigned only with the consent of the City. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City.

Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

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 have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional, statutory or charter limitation thereon.

IN WITNESS WHEREOF, City of Maplewood, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Manager and has caused this Note to be issued on and dated \_\_\_\_\_, 201\_.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Mayor

**CERTIFICATION OF REGISTRATION**

It is hereby certified that the foregoing Note, as originally issued on \_\_\_\_\_, 201\_\_, was on said date registered in the name of Maplewood Apartments Limited Partnership, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF REGISTERED OWNERS

DATE OF REGISTRATION

SIGNATURE OF CITY MANAGER

Maplewood Apartments Limited Partnership  
233 Park Avenue South, #201  
Minneapolis, MN 55416

\_\_\_\_\_, 201\_\_ \_\_\_\_\_

**EXHIBIT C**

**SITE IMPROVEMENTS**

Landscaping, including irrigation  
Foundations and Footings  
Grading/earthwork  
Engineering  
Survey  
Environmental Testing  
Soil Borings  
Site Preparation  
Onsite Utilities  
Storm Water/Ponding  
Outdoor Lighting  
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements  
Parking Facilities

**EXHIBIT D**

**FORM OF ASSESSMENT AGREEMENT**

THIS AGREEMENT, dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is by and among the City of Maplewood, Minnesota (the "City") and Maplewood Apartments Limited Partnership, a Minnesota limited partnership (the "Developer"), and the Ramsey County Assessor (the "Assessor").

**WITNESSETH**

WHEREAS, on or before the date hereof the City and Developer have entered into a Development Agreement dated as of \_\_\_\_\_, 2015 (the "Agreement") regarding certain real property located in the City (the "Development Property") which property is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will construct a 50 unit residential housing project facility (the "Project") on the Development Property.

WHEREAS, the City and Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177, Subdivision 8.

WHEREAS, the Developer has acquired the Development Property.

WHEREAS, the City and the Assessor have reviewed plans and specifications for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2018 through and thereafter until December 31, 2042 the minimum market value which shall be assessed for the Project shall be not less than \$\_\_\_\_\_.
2. The minimum market value herein established shall be of no further force and effect and this Agreement shall terminate on Termination Date.
3. This Agreement shall be recorded by the City with the County Recorder of Ramsey County, Minnesota. The Developer shall pay all costs of recording.
4. The Assessor has reviewed the plans and specifications for the improvements and the market value previously assigned to the land upon which the improvements are to be constructed, and that the "minimum market value" as set forth above is reasonable.
5. Neither the preamble nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Agreement between the City and the Developer.







**EXHIBIT A TO ASSESSMENT AGREEMENT**  
**LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY**



CITY OF MAPLEWOOD  
Ramsey County, Minnesota  
Development Agreement for  
The Villages at Frost & English  
Developer Project: 14-21  
Associated City Project: 14-01

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Maplewood, a Minnesota municipal corporation, acting by and through its mayor and City manager, herein called the "CITY" and Maplewood Acquisition LLC, a Minnesota corporation, herein called the "DEVELOPER".

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

Villages at Frost & English

1. In consideration of the CITY accepting The Villages at Frost & English Development ("The Villages"), the DEVELOPER shall provide all internal water systems, storm water management facilities, sanitary sewers, and street and parking lot improvements for the proposed plat of "The Villages at Frost & English," hereinafter referred to as, "the property" including concrete curb and gutter, street/parking lot lighting, signing, landscaping and other improvements as specified herein, all in conformance with current City standards, more specifically outlined in the Special Conditions, Plans and Specifications attached to this Agreement (to be added after Council Approvals).

All internal improvements constructed by the DEVELOPER shall be considered private utilities and/or improvements and shall be maintained by the DEVELOPER and/or its successors and assign(s). The public improvements to be constructed by the CITY in connection with the acceptance of The Villages at Frost & English private improvements are further defined within the “Gladstone Phase 2 Improvements Feasibility Study” as adopted by the Maplewood City Council on June, 9, 2014, and are generally described as:

- 8” watermain and sanitary sewer services along English Street and Frost Avenue stubbed into the property within the proposed public drainage, utility, and sidewalk easement.
- Construction of storm drainage facilities along Frost Avenue and English Street
- Sidewalk and trail improvements along English Street and Frost Avenue
- Landscape improvements along English Street and Frost Avenue
- Mill and overlay improvements along English Street
- Street reconstruction along Frost Avenue
- Overhead utility burial along Frost Avenue
- Roundabout re-construction at the Frost Avenue and English Street intersection

A site master plan shall be reviewed to understand the scope of shared infrastructure and how the proposed phases all tie together. Access and parking must be covered by either an easement or an executed agreement covering all proposed Phases (I, II, and III). Said easement or agreement for access purposes shall also cover the liquor store parcel which will need access to internal private roadway.

An agreement or easement may be necessary to cover drainage from one property to the other, proposed shared utilities, and water quality treatment and rate control features for the site.

A concept plan of how the future phases will be served by utilities would need to be reviewed and an agreement or easement would be necessary to cover future site utilities. A sidewalk and trail easement shall be dedicated per Section 17.

The DEVELOPER warrants that it is the owner of or is under contract to purchase the property proposed for the construction of The Villages at Frost & English and maintains all rights and obligations necessary to construct the said improvements and to incur any property obligations for said identified property.

2. The pond area and infiltration area(s) as detailed on the final Grading and Drainage Plan shall be private facilities constructed by the DEVELOPER and the DEVELOPER shall be responsible for all construction costs. The DEVELOPER shall be responsible for creating/recording of agreements/easements between the three proposed lots as necessary to address the shared usage and responsibilities of each lot as it pertains to the pond area and infiltration area(s). These agreements/easements shall include regular maintenance (aesthetics, mowing, weed control, trash removal), long-term maintenance, and future rehabilitation to insure proper functioning for the pond area and infiltration area(s). The DEVELOPER shall execute a maintenance agreement with the CITY and Ramsey-Washington Metropolitan Watershed District for the full maintenance responsibility of pond area and infiltration area(s).

3. The DEVELOPER shall be responsible for creating/recording of agreements/easements between the three proposed lots as necessary to address the drainage, utilities, roads, and parking lots that cross lot lines within the proposed development. These agreements shall detail the shared usage and responsibilities of each lot as it pertains to these common amenities, including long-term maintenance.
4. The Developer shall reimburse any costs incurred by the City for engineering, legal, and administrative services, associated with the private development project (City Project 14-21) up to \$10,000.00.
5. The Developer agrees that all payments to the City from the Developer called for under the terms of this contract and City ordinance shall be made within 30 days of billing. Payments not made within this time period shall be obtained through the guarantees provided in this contract.
6. The proposed site development consist of 3 phases as follow:
  - a. Phase I: Multifamily Development
  - b. Phase II: Senior Housing Development
  - c. Phase III: Commercial Development
7. The estimated total Park Dedication Fee (PAC) for all three phases of the proposed project is \$234,666.00. The DEVELOPER agrees to pay to the CITY a Park Dedication Fee (PAC) as follows:
  - a. Phase I (Multi-Family): A total amount of \$106,036.00 of which shall be a cash payment paid at time of Phase I building permit issuance.
  - b. Phase II (Senior Living): An estimated total amount of \$97,580.00 of which shall be a cash payment paid at the time of building permit issuance for Phase II The final amount shall be adjusted appropriately at time actual building permit issuance.

- c. Phase III (Commercial): An estimated total amount of \$31,050.00 of which shall be a cash payment paid at the time of building permit issuance for Phase III The final amount shall be adjusted appropriately at time of plan submittal.

It is understood and agreed that once the PAC fees for all phases has been paid this shall satisfy the obligation of the Developer with respect to standard PAC fees for the entire redevelopment parcel.

8. The DEVELOPER further agrees to a cash contribution of \$219,400.00 to assist in the Frost Avenue corridor trail and sidewalk construction, and park/savanna improvements, and is requesting the same, and which the parties agree shall be paid in the following manner:
  - a. The Developer shall pay \$120,000.00 to the CITY as a cash payment paid at time of building permit issuance of Phase I of the site development.
  - b. Additionally, the Developer shall pay \$99,400.00 to the CITY as a cash payment also paid at time of building permit issuance of Phase I of the site development. The City shall then convey to the Developer's redevelopment site, 40 Sewer Availability Charge (SAC) units, at \$2,485.00 per SAC unit, totaling \$99,400.00 at the time of building permit issuance, but after receiving the \$99,400.00 from Developer, for Phase I of the site development.
9. The DEVELOPER agrees to pay to the CITY a Sewer Availability Charge (SAC) for Phase I, less the 40 SAC units the City shall dedicate as referenced in Section 8(b). The final SAC determination for Phase I shall be made by Metropolitan Council Environmental Services. This fee shall be paid to the CITY by the DEVELOPER at the time of Phase I building permit

issuance (this is a Met Council fee that is passed through the City). The Local SAC (which is a City fee) for Phase I, which is \$130.00/unit, must also be paid to the City however the City shall waive the Local SAC fee for not more than 40 units (Developer credit of \$5,200.00). SAC fees and Local SAC fees will be required for Phase II and Phase III paid at time of building permit issuance for those respective phases.

10. The DEVELOPER agrees to pay to the CITY a Water Availability Charge (WAC) for Phase I. This fee shall be paid at the time of Phase I building permit issuance and is based on the number of SAC units determined by the Met Council for the Phase I building. The City rate for WAC in 2015 is \$285.00 per unit. The number of WAC units is based on the units determined in the SAC analysis. Additional WAC fees will be required for Phase II and Phase III paid at time of building permit issuance for those respective phases.
11. The DEVELOPER agrees to pay the City for costs associated with the construction of three new water services to the property. These costs will be based on actual cost billed to the CITY by Saint Paul Regional Water Service (SPRWS) for the construction of the new water services (labor and materials). It is preferred that SPRWS directly bill the Developer for said improvements; however in the case the City is billed, the Developer agrees to fully reimburse the City for all labor and material costs.
12. The DEVELOPER agrees to pay to the CITY all Building Permit fees for Phase I, II, and III such as Plan Review Fee, Building Permit Fee, State Surcharges, etc., consistent with current fee schedule and policies. All building and building sites must meet the requirements of the Maplewood Green Building Program. A “de-construction” permit is required for the removal of the existing building (of which 75 percent of the materials removed

shall be diverted from landfills). A full report detailing the de-construction procedure must be submitted with the permit. Ramsey County Department of Health must be notified 10 days prior to the issuance of the de-construction permit.

13. The DEVELOPER agrees to pay to the CITY a public works permit fee consistent with the 2015 rate schedule which includes grading permit/ technician plan review, manhole, connection, and storm/sewer base fees. This fee is estimated at \$2,900.00. Additionally, DEVELOPER's contractor shall post cash escrow for grading and site management (sediment control and erosion prevention) at time of obtaining a grading permit. Said escrow shall be returned to DEVELOPER'S contractor upon completion/closure of its grading permit (as long as the City did not draw upon said escrow to address concerns for which the DEVELOPER'S contractor was not responsive.
14. The DEVELOPER agrees to establish a \$100,000.00 cash escrow to insure completion of private improvements and landscaping. The full amount shall be returned upon successful completion of properly constructing private improvements and installing landscaping. Alternatively, the Developer may choose to furnish the City with an irrevocable letter of credit in the amount of \$100,000.00 as a guarantee in a form agreed upon by the City and Developer.
15. The DEVELOPER agrees to install landscaping and trees on the project site in accordance with the Phase I Final Landscape Plan. Separate landscaping plans will be required for Phase II & III.
16. The DEVELOPER agrees to dedicate the necessary easements to allow for the construction and future maintenance of all Public Improvements. The easement requirements are generally described, but not limited to, as follows:

*10-foot drainage, utility, and sidewalk easements along all lot lines of the property adjoining public ways (Frost Avenue & English Street).*

17. The DEVELOPER agrees to grant a right-of-entry to the CITY to access the private property within the property (The Villages at Frost and English) as needed to construct the improvements included as a part of the Gladstone Phase 2 Improvements, City Project 14-01.
18. The DEVELOPER agrees to install and maintain all required erosion control measures necessary for private construction work done by the DEVELOPER, including but not limited to: silt fence, sediment ponds, floating silt curtain, inlet protection, and rock construction entrances.
19. This Developer Agreement and its binding authority between the parties is conditioned upon the CITY and DEVELOPER successfully entering into a Tax Increment Financing Agreement for the DEVELOPER property.
20. Subject to an event of Force Majeure (as defined below), the DEVELOPER shall complete the private work covered by this contract by the date given in the Special Conditions of this contract. No deviation from the required completion date shall be permitted unless approved in writing by the CITY. After receipt of written notice from the DEVELOPER of the existence of causes over which the DEVELOPER has no control which will delay the completion of the work, the CITY, at its discretion, may extend the completion date and any financial sureties required shall be continued to cover the work during the extension of time. The DEVELOPER and CITY hereby agree that site improvements, including landscaping, for Phase I shall be completed by no later than December 31, 2016. This date may be extended by mutual agreement of the DEVELOPER and the City Engineer.

For purposes of this Agreement “force majeure” shall mean the following: an event occurring resulting in Developer being unable to perform any obligation hereunder (other than the payment of money) within the time set forth herein because of strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, war, natural disaster, or other reason of a like nature not the fault of such party and not within its control, then the period for performance of such obligation shall be extended for the duration of such event.

21. The DEVELOPER shall furnish all engineering, architectural and administrative services for the private site improvements and building projects.
22. The DEVELOPER agrees that its site work shall be done and performed in the best and most workmanlike manner; and all materials and labor shall be in strict conformity with respect to the approved Plans and Specifications and improvement standards of the City of Maplewood, and shall be subject to the inspection and approval of the CITY or a duly authorized engineer of the CITY; and in case any material or labor supplied shall be rejected by the CITY or engineer as defective or unsuitable, then such rejected material shall be removed and replaced with approved material to the satisfaction and approval of the CITY or engineer and at the sole cost and expense of the DEVELOPER. Construction and installation of all public improvements surrounding and within the property shall be done utilizing prevailing wage labor as defined by the State of Minnesota, DOLI.
23. After completion of any private work, if required, by the DEVELOPER within public right-of-way or easements, the City engineer or the City engineer's designated representative and a representative of the DEVELOPER's engineer will make a final inspection of the work. This provision shall apply

only to work within public right-of-way or easements. The City engineer will not inspect or warrant any private work conducted by the contractor or contractors hired by the DEVELOPER.

24. The DEVELOPER shall comply with all City Council conditions and requirements as stated in approvals.
25. It is further agreed, anything to the contrary herein notwithstanding, that the City of Maplewood City Council and its agents or employees shall not be personally liable or responsible in any manner to the DEVELOPER, the DEVELOPER's contractor or subcontractor, material suppliers, laborers or to any other person or persons whomsoever, for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the private work or the improvements provided herein to be completed by the DEVELOPER, which the DEVELOPER will save the CITY harmless from all such claims, demands, damages, actions or causes of action or the costs disbursements and expenses of defending the same, specifically including, without intending to limit the categories of said costs, cost and expenses for CITY administrative time and labor, costs of consulting engineering services, and costs of legal services rendered in connection with the defending such claims as may be brought against the CITY.

It is further agreed that the DEVELOPER will furnish the City of Maplewood proof of insurance upon request in the amount as required by the approval specifications covering any public liability or property damage by reason of the operation of the DEVELOPER's equipment, laborers, and hazard caused by said improvement.

26. Breach of any terms of this agreement by the DEVELOPER shall be grounds for denial of building or occupancy permits for buildings within The Villages at Frost & English until the DEVELOPER corrects such breach.
27. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
28. The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns and the benefits and burdens shall run with the land and may be recorded against the title to the property.
29. Disputes. Any disputes regarding the terms and conditions of this Development Agreement or that of the Redevelopment Plan associated herewith shall be resolved through appropriate non-binding ADR means. Disputes that require or lead to litigation shall be governed under the laws of the State of Minnesota and shall be pursued in the District Court of Ramsey County.
30. Notices. Whenever it shall be required or permitted by this Agreement that notice or demand be given or served by either party to or on the other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto for such mail purposes are as follows, until written notice of such address has been given:

As to the City:                      City Manager  
   City of Maplewood  
   1830 County Road B East

Maplewood, MN 55109

As to the Developer: Sherman Associates, Inc.  
George Sherman  
233 Park Avenue South, Suite 201  
Minneapolis, MN 55413

SIGNATURE: MAPLEWOOD ACQUISITION LLC

By

\_\_\_\_\_

Title

\_\_\_\_\_

STATE OF MINNESOTA ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of  
Maplewood Acquisition LLC

\_\_\_\_\_

Notary Public

By

\_\_\_\_\_

Title

\_\_\_\_\_

STATE OF MINNESOTA ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of  
Maplewood Acquisition LLC

\_\_\_\_\_

Notary Public

SIGNATURES  
CITY OF MAPLEWOOD:

\_\_\_\_\_

Mayor

STATE OF MINNESOTA ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ the Mayor of the City of Maplewood, a municipal corporation.

\_\_\_\_\_

Notary Public

\_\_\_\_\_

City Manager

STATE OF MINNESOTA ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ and Manager of the City of Maplewood, a municipal corporation.

\_\_\_\_\_

Notary Public

SPECIAL CONDITIONS  
FOR  
THE VILLAGES AT FROST & ENGLISH  
CITY OF MAPLEWOOD, MN

1. Subdivision Information:
  - a. Plat Name: The Village at Frost & English
  - b. Developer: Name, Sherman Associates, Inc.
  - c. Architect/Engineer: Kaas Wilson Architects & Solution Blue
  - d. General Contractor for Private Development: \_\_\_\_\_
  - e. Financial Guarantee:
    - (1) Type: Cash Escrow (Engineering/Legal)  
Amount: \$10,000.00
    - (2) Type: Cash Surety or Irrevocable Letter of Credit  
Amount: \$100,000.00 Surety for:  
Private Improvements & Landscaping
2. Scope of work contemplated under the terms of this contract and covered by escrow guarantee is outlined in conditions of development approval (see attached conditions).

## DEVELOPMENT CONDITIONS

### MINUTES

#### MAPLEWOOD CITY COUNCIL

7:00 p.m., Monday, April 13, 2015

Council Chambers, City Hall

Meeting No. 07-15

Councilmember Koppen moved to approve the Conditional Use Permit Resolution for a four-story multi-family residential building subject to the following conditions:

- a. The engineering department shall review and determine approval of all final construction and engineering plans. These plans shall comply with all requirements as specified in the city engineering department's February 26, 2015 review.
- b. All construction shall follow the plans date-stamped February 23, 2015, and with revisions as noted in this approval. The city council may approve major changes to the plans. City staff may approve minor changes to the plans.
- c. This approval is for the phase one, 50-unit multi-family building only. Any future phases with buildings taller than 35-feet or three stories must seek separate approval for a conditional use permit.
- d. The proposed construction must be substantially started within one year of city council approval or the permit shall end. The city council may extend this deadline for one year.
- e. The Frost Avenue building elevation shall follow the plan submitted at the March 24, 2015 CDRB meeting, which steps the fourth floor back from the rest of the building.
- f. The city council shall review this permit in one year.

Resolution 15-4-1190  
Conditional Use Permit

WHEREAS, Shane LaFave, of Sherman Associates, has applied for a conditional use permit for a four-story building in a MU (mixed use) district.

WHEREAS, Sections 44-681 of the city ordinances requires a conditional use permit for residential buildings taller than 35 feet or three stories in a MU (mixed use) zoning district.

WHEREAS, this permit applies to the property located at 1955 English Street. The property's legal description is:

Lots 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 1, together with the vacated alley adjacent thereto and the East half of vacated Chambers Street adjacent thereto, and Lots 23, 24 and 25, Block

1, except the East 80 feet thereof, together with the vacated East half of vacated Chambers Street adjacent thereto. And Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Block 2, together with the vacated alley adjacent thereto and the West half of vacated Chamber Street adjacent thereto, all in Lincoln Park, according to the recorded plat thereof, Ramsey County, Minnesota.

Lots 1, 2 and 3, Block 1, together with the East half of the vacated alley adjacent thereto, all in Lincoln Park, according to the recorded plat thereof, Ramsey County, Minnesota; excepting therefrom that part of said Lots 1, 2 and 3, Block 1, Lincoln Park, conveyed to the City of Maplewood by Quit Claim Deed dated August 19, 2002, filed December 15, 2004, as Document No. 3815861, and described as follows:

Beginning at the Southeast corner of Lot 1, Block 1, said Lincoln Park, according to the recorded plat thereof; thence Westerly along the South line of said Lot 1, a distance of 64.00 feet; thence Northeasterly to a point on the East line of said Lot 2, distant 70.00 feet North of the Southeast corner of said Lot 1, as measured along the East line of said Lots 1 and 2; thence Southerly along said East line of Lots 1 and 2, a distance of 70.00 feet to the point of beginning.

Lots 1, 2, 3, 4 and 5, Block 1, Kuhl's Rearrangement of Lots 1, 2, 3, 20, 21 and 22, Block 2, Lincoln Park, together with the vacated alley adjacent thereto and together with the West half of vacated Chambers Street adjacent thereto, according to the recorded plat thereof, Ramsey County, Minnesota.

And

Lots 17 and 18, Block 2, together with the West half of the vacated alley adjacent thereto, all in Lincoln Park, according to the recorded plat thereof, Ramsey County, Minnesota.

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

1. On March 17, 2015, 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 April 13, 2015, 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 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. The engineering department shall review and determine approval of all final construction and engineering plans. These plans shall comply with all requirements as specified in the city engineering department's February 26, 2015 review.
2. All construction shall follow the plans date-stamped February 23, 2015, and with revisions as noted in this approval. The city council may approve major changes to the plans. City staff may approve minor changes to the plans.
3. This approval is for the phase one, 50-unit multi-family building only. Any future phases with buildings taller than 35-feet or three stories must seek separate approval for a conditional use permit.
4. The proposed construction must be substantially started within one year of city council approval or the permit shall end. The city council may extend this deadline for one year.
5. The Frost Avenue building elevation shall follow the plan submitted at the March 24, 2015 CDRB meeting, which steps the fourth floor back from the rest of the building.



the English Street right-of-way to replace the two trees removed with the construction of the driveway.

b. Landscape requirements per the Mixed-Use Zoning District including:

i. Landscape Islands:

1. One overstory tree with a trunk size a minimum of two-and-one-half inches in caliper shall be provided for every landscape island.

2. A minimum of 50 percent of every landscape island shall be planted with an approved ground cover in the appropriate density to achieve complete cover within two years. Mulch may only be used around the base of the plant material to retain moisture.

ii. Perimeter Parking Lot Landscaping:

1. The primary plant materials used in perimeter parking lot landscaping adjacent the road shall be over story trees. Ornamental trees, shrubs, hedges and other plant materials may be used to supplement the over story trees, but shall not be the sole contribution to such landscaping.

iii. Over story trees are required at regular intervals along the road to help define the road edge, to buffer pedestrians from vehicles and to provide shade. The over story trees shall be located in a planting strip at least five feet wide between curb and sidewalk, or in a planting structure of design acceptable to the city.

4. Enter into a developer's agreement with the city which will cover the installation of all public improvements surrounding and within the property.
5. Sign a maintenance agreement for the ongoing maintenance of all required rainwater gardens and infiltration basins.
6. A cash escrow or an irrevocable letter of credit for all required exterior improvements. The amount shall be 150 percent of the cost of the work.
7. An executed cross access agreement must be submitted to the city between the Villages at Frost-English development and the existing liquor store at 1281 Frost Avenue.
8. Revise the photometric plan showing code compliance and height of all light fixtures.

e. The applicant shall complete the following before occupying the building:

1. Replace any property irons removed because of this construction.

2. Provide continuous concrete curb and gutter around the parking lot and driveways.
  3. Install all required landscaping and an in-ground lawn irrigation system for all landscaped areas.
  4. Install all required outdoor lighting.
  5. Install all required sidewalks and trails.
- f. If any required work is not done, the city may allow temporary occupancy if:
1. The city determines that the work is not essential to the public health, safety or welfare.
  2. The above-required letter of credit or cash escrow is held by the City of Maplewood for all required exterior improvements. The owner or contractor shall complete any unfinished exterior improvements by June 1 of the following year if occupancy of the building is in the fall or winter or within six weeks of occupancy of the building if occupancy is in the spring or summer.
- g. The buildings for Phases Two and Three of the Villages at Frost-English development are required to be reviewed for design review by the community design review board.
- h. All work shall follow the approved plans. City staff may approve minor changes.
- i. Approving the Frost Avenue building elevation submitted at the March 24, 2015 CDRB meeting that is date-stamped March 24, 2015.
- j. The supports of the decks along Frost Avenue shall be screened by a masonry wall.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**ENGINEERING REVIEW**

**PROJECT:** Villages at Frost & English – 1955 English Street

**PROJECT NO:** 14-21

**COMMENTS BY:** Jon Jarosch, P.E. – Staff Engineer

**DATE:** 2-26-2015

**PLAN SET:** Engineering plans dated 1-2-2014  
Preliminary Plat dated 2-3-2015  
Site survey dated 10-15-2014

**REPORTS:** Storm Water Management Report – Dated 2-19-2015

The applicant is proposing to redevelop the Maplewood Bowl site via a three phase project. The applicant is requesting design approval for the site plan, along with plat approval.

As the amount of disturbance on this site is greater than 0.5 acre, the applicant is required to meet the City's stormwater quality, rate control, and other stormwater management requirements. There is a thirty-one percent reduction in impervious surfaces proposed on this site. The submitted stormwater management plan depicts the project meeting the City's requirements as it pertains to infiltration and rate control.

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) The applicant is proposing the use of infiltration to meet water quality requirements. As such, the applicant shall submit copies of geotechnical information (soil borings, infiltrations tests, etc.) to support the infiltration rates shown in the hydraulic calculations.
- 3) Construction details shall be provided for the infiltration areas.
- 4) The infiltration rate noted in the storm-water management report is 0.05 inches per hour and is inadequate to meet the 48-hour drawdown requirement. The applicant shall verify that the infiltration rate utilized is correct. It may be necessary to adjust the design to ensure the infiltration basins draw down to

surface level within a 48 hour timeframe. It should be noted that the maximum depth allowed for infiltration practices is 2-feet.

- 5) The applicant shall provide storm sewer pipe sizing details for all onsite storm sewer.
- 6) The overall project site is shown to meet the City's rate control requirements. The applicant shall provide additional details ensuring that rate control is being met for the sub-drainage areas of the project. The applicant shall work with the City to meet the intent of the City's stormwater ordinance and standards.
- 7) The pond at the northeast corner of the development is in close proximity to the Phase II senior facility. As such, it is of great importance to ensure the hydraulics in this area are paid particularly close attention. In particular, it appears that the emergency overflow for the pond is at or above 896 feet in elevation. According to the City's standards, the lowest floor elevation of the building shall be a minimum of 1-foot above the emergency overflow. The applicant shall review the grading and hydraulics in this area. The applicant shall work with the City Engineer to meet the intent of the City's stormwater ordinance and standards.
- 8) The applicant shall provide information ensuring the Phase II senior facility is protected from the lateral movement of water through the soil due to the close proximity with the proposed pond.
- 9) Emergency overland overflows shall be identified on the plans for the pond and infiltration basins. Similarly, the high-water level (HWL) and normal water level (NWL) shall be noted on the plans.
- 10) The applicant shall provide further grading details depicting the area between the west infiltration basin and the underground parking entrance drives. The applicant shall ensure that the grading in this area prevents the infiltration basin from overflowing into the parking garages.
- 11) The applicant shall note whether the existing catch basin near the entrance off of English Street is proposed to be removed or reused in the final layout.
- 12) Sumped manholes (typically 3-foot deep sumps) or other pre-treatment devices shall be provided immediately upstream of the pond and infiltration basins to protect from sedimentation.

#### Grading and Erosion Control

- 13) All slopes shall be 3H:1V or flatter.
- 14) The proposed infiltration area shall be protected from sedimentation throughout construction.

- 15) Inlet protection devices shall be installed on all existing and proposed onsite storm sewer until all exposed soils onsite are stabilized. Additionally, storm sewer inlets along Atlantic Street, English Street, and Frost Avenue shall be protected throughout construction.
- 16) Atlantic Street, English Street, and Frost Avenue shall be swept as needed to keep the road clear of sediment and construction debris.
- 17) Perimeter control, such as silt-fence or bio-roll, shall be installed around the liquor store property to prevent construction related sediment or debris from entering the property. Any construction related materials that leave the construction site onto adjoining properties shall be removed by the contractor immediately.
- 18) All pedestrian facilities shall be ADA compliant.
- 19) A copy of the project SWPPP and NDPEs Permit shall be submitted prior to the issuance of a grading permit.
- 20) The SWPPP included in the plans currently notes the use of underground storage chambers under part "D." The SWPPP shall be reviewed and updated to ensure it is specific to this project.
- 21) A dedicated concrete washout area/method shall be provided per MPCA rules.
- 22) Stabilized construction entrances shall be placed at all entry/exit points to the site, including the access off of Atlantic Street.
- 23) The Applicant shall provide a phasing plan that details a schedule of the projects progression as it relates to stormwater pollution prevention. Temporary stabilization of exposed soils is likely necessary between the time the existing site infrastructure is removed and the various phases of the development are completed.

#### Sanitary Sewer and Water Service

- 24) Sanitary sewer service piping shall be schedule 40 PVC or SDR 35.
- 25) The proposed water service modifications are subject to the review and conditions of Saint Paul Regional Water Services (SPRWS). The applicant shall submit plans and specifications to SPRWS for review and meet all requirements they may have prior to the issuance of a grading permit by the City.
- 26) The applicant shall note whether or not the proposed water service and fire hydrant, shown north of the Phase III commercial building, is to be public or private. If public, a utility easement shall be provided.

- 27) The applicant shall be responsible for paying any SAC, WAC, or PAC charges related to the improvements proposed with this project. Appropriate fees shall be charged during the permitting process.

Other

- 28) The plans shall be signed by a professional engineer currently licensed in the State of Minnesota.
- 29) The applicant shall ensure the site is navigable and accessible by emergency service vehicles.
- 30) A 40-foot wide sanitary sewer easement (Document No. 1800344) is shown on the site survey but is not shown on the preliminary plat drawing. The plans shall be updated to show whether or not this easement is to be vacated.
- 31) The plat shall be updated to include standard 5-foot wide drainage and utility easements along lot lines adjoining other plats or properties. The plat shall also be updated to show 10-foot drainage, utility, and sidewalk easements along all lot lines adjoining public ways.
- 32) Agreements or easements between the three proposed lots are necessary to address the drainage, utilities, roads, and parking lots that cross lot lines within the proposed development. These agreements shall detail the shared usage and responsibilities of each lot as it pertains to these common amenities, including long-term maintenance. A copy of these agreements shall be provided to the City of Maplewood.
- 33) Two trees are shown to be removed along Frost Avenue in front of the liquor store property. The applicant shall review the need for these tree removals, and if found necessary, coordinate their removal with the property owner.
- 34) A monitoring well is noted at the front of the existing Maplewood Bowl building. The applicant shall provide information on this well, specifically whether or not it has been sealed per Minnesota Department of Health requirements.
- 35) A right-of way permit shall be submitted for any work within the public right-of-way.
- 36) The Owner shall sign a maintenance agreement, prepared by the City, for all storm water treatment devices (sumps, storm sewer, infiltration basins, ponds, etc.).
- 37) The applicant shall provide information regarding the restoration of the areas not proposed for seeding or planting beds. Are all other areas proposed to be sodded?

**The following comments were provided by the City's Natural Resources Coordinator, Virginia Gaynor.**

General Comments on Large Infiltration Basins

Large infiltration basins will ideally be planted with deep-rooted native plants. The city requires a portion of the basin to be *planted* rather than *seeded*; typically a minimum of 5000 square feet of plantings are required on large basins. Using plants rather than seeds hastens establishment and provides a better chance of successful establishment. Basin bottoms and lower elevations almost never establish successfully from seed since the seed is washed away when stormwater flows into the basin.

Contractors typically take one of three approaches to plant material for large basins:

1. Plant shrubs in the bottom of the basin and seed the slopes. A 10,000 square foot bottom would require about 275 shrubs planted 6' apart. Large shrubs such as highbush American cranberry can be planted at this spacing; most shorter shrub species require closer spacing. If shrubs are planted, they would be mulched with shredded hardwood mulch.
2. On sites that don't need immediate aesthetic appeal, a combination of seed and plugs is sometimes used. The basin is seeded with a native seed mix, then grasses, sedges, and flowers are planted in the bottom of the basin 18" apart (about 2250 plants for 5000 sq ft). This spacing of plants does not provide full coverage, it just helps ensure establishment of native species in the basin bottom in case seed is washed away.
3. Plant portions of the basin slopes to better integrate the basin into the site design. This may include shrub beds, perennials (native or non-native), or a combination of trees, shrubs, and perennials. These beds would be mulched and maintained as landscaped areas. For the bottom, do a combination of seeding and planting as explained in #2 above.

Requirements:

1. The City would like to see a minimum of 5000 sq ft of planted areas for each of the two infiltration areas.
2. Provide a landscape drawing for each infiltration basin, including list of species, container size, spacing, and quantities.
3. If proposing seeding the bottom of the basins, provide explanation of measures that will be taken to ensure seed does not wash away.
4. For any area using a native seed mix (ex: pond slopes), provide information on maintenance for planting year, Year 2 and Year 3, addressing what maintenance activities will be required and what entity (developer, owner, etc.) will take on this responsibility. (See attached note regarding Native Seedings.)

If you have questions about plant selection for infiltration basins or about native seeding, please contact Ginny Gaynor at 651-249-2416.

### A Note on Using Native Seed Mixes

Seeding and establishing vegetation from a native seed mix is very different from, and more difficult than, establishing turf. It is essential the applicant, owner, and groundskeeper understand what they are facing. Here are some important things to know about native seedings:

- a. The city signs off on native seedings when native species establish, not when the *cover crop* establishes. This is typically two to three years after seeding. Escrow to cover the vegetation establishment is typically not released until the prairie vegetation has established. Portions of the escrow may be released if the applicant is on track with maintenance of the prairie vegetation.
- b. For the first two or three years after seeding, a prairie or basin will have more weeds than native vegetation. It will look very weedy and the owner may need to educate people about the establishment process to make this weedy phase more acceptable.
- c. For native seedings, Maplewood strongly recommends that applicants contract with a company that specializes in native seedings, rather than a turf contractor or landscaper.
- d. Maplewood strongly recommends that applicants enter into a 2 or 3-year maintenance contract with their native seeding specialist to ensure successful establishment of the native vegetation.
- e. Native seedings require maintenance, especially the first few years after seeding. Every site responds differently, but maintenance typically includes:
  - i. Year of planting/Year 1: When weeds or cover crop reach 12"-15" high, cut vegetation with flail mower 5"- 6" high. Expect to mow about once per month if seeded in June.
  - ii. Year 2: Mow once or twice this year when weeds reach 12"-15". Monitor site for weeds and cut back weeds that threaten the success of the seeding (thistle, spotted knapweed, yellow and white sweet clovers, etc.). May need to spot spray selected weeds.
  - iii. Year 3: Selective weed management (cutting and/or spraying). In fall, evaluate establishment of natives and reseed if necessary.

- END COMMENTS -

## **ENVIRONMENTAL REVIEW**

**Reviewers:** Shann Finwall, Environmental Planner  
(651) 249-2304, [shann.finwall@ci.maplewood.mn.us](mailto:shann.finwall@ci.maplewood.mn.us)

### **Background:**

The project redevelops the Maplewood Bowl site at 1955 English Street into a mixed-use housing and commercial development. The site is located within the City's Gladstone Area Redevelopment Plan and Mixed-Use Zoning District. The project must comply with the City's tree preservation ordinance and landscape requirements as specified in the Mixed-Use Zoning District.

### **Tree Preservation Ordinance:**

Maplewood's tree preservation ordinance describes a significant tree as a hardwood tree with a minimum of 6 inches in diameter, an evergreen tree with a minimum of 8 inches in diameter, and a softwood tree with a minimum of 12 inches in diameter. A specimen tree is any tree that is 28 inches in diameter or larger.

The ordinance requires any significant tree removed during redevelopment of the site to be replaced based on a tree mitigation calculation. The calculation takes into account the size of a tree removed versus overall significant trees situated on the property.

The ordinance encourages the preservation of specimen trees.

**Tree Removal:** The tree inventory plan shows 45 significant trees on the site, equaling 678 diameter inches. Redevelopment of the site will result in the removal of 14 significant trees (equaling 177 diameter inches). Four of the 14 trees removed are located in the Frost Avenue right-of-way and are being removed as part of the City's Gladstone Area Phase 2 street improvements. Two of the 14 trees removed are located in the English Street right-of-way to accommodate the new driveway into the site.

**Tree Replacement:** Because the applicant is able to preserve two specimen trees and many significant trees located on the north and west side of the site, the City's tree mitigation calculation for redevelopment of this site only requires the replacement of 16 caliper inches (8 – 2" caliper trees). The landscape plan shows 43 new trees planted on the site, equaling 90 caliper inches of replacement trees. In addition, the City will be installing five trees along the Frost Avenue right-of-way as part of the Gladstone Phase 2 street improvements. The applicant meets the City's tree replacement requirements, but should submit a revised landscape plan showing additional details as outlined below.

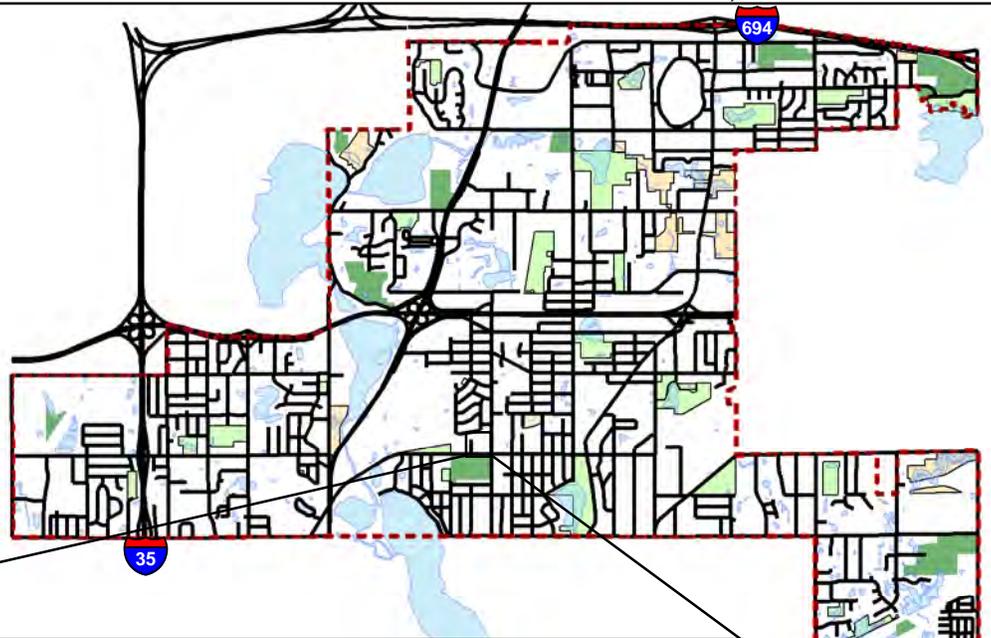
**Mixed Use Zoning District Landscape Requirements:**

1. All areas of land not occupied by buildings, parking, driveways, sidewalks or other hard surface shall be sodded or mulched and landscaped with approved ground cover, flowers, shrubbery and trees.
2. Hard-surfaced areas, including sidewalks and patios, must include amenities such as benches, planters and bike racks.
3. For parking lots consisting of 20 or more spaces, interior landscape islands are required. Interior landscape islands shall be at a rate of one landscape island for every ten parking spaces. Landscaping areas located along the perimeter of a parking lot beyond the curb or edge of pavement shall not be included toward satisfying this requirement. Landscape islands shall be a minimum of 144 square feet in area and shall be a minimum of eight feet in width, as measured from back of curb to back of curb. The landscape islands shall be improved as follows:
  - a. One overstory tree with a trunk size a minimum of two-and-one-half inches in caliper shall be provided for every landscape island.
  - b. A minimum of 50 percent of every landscape island shall be planted with an approved ground cover in the appropriate density to achieve complete cover within two years. Mulch may only be used around the base of the plant material to retain moisture.
4. Perimeter landscape or pedestrian walls are required for all parking lots and shall be established along the road and edges of the parking lot. The landscape treatment or pedestrian wall shall run the full length of the parking lot and be located between the property line and the edge of the parking lot as follows:
  - a. Perimeter parking lot landscaping adjacent the road shall be at least ten feet in width, as measured from the property line or edge of a private road to the back of curb.
  - b. The primary plant materials used in perimeter parking lot landscaping adjacent the road shall be over story trees. Ornamental trees, shrubs, hedges and other plant materials may be used to supplement the over story trees, but shall not be the sole contribution to such landscaping.
  - c. Perimeter parking lot landscaping along the rear and sides of a parking lot (not adjacent the road) shall be planted with a minimum of 50 percent ground cover approved by the city to achieve complete cover within two years. Mulch may only be used around the base of the plant material to retain moisture.
  - d. In lieu of, or in addition to, perimeter parking lot landscaping, a pedestrian wall along the perimeter of the parking lot may be constructed. The pedestrian wall is limited to four feet in height, must be at least 80 percent opaque and must be architecturally compatible to the principal building or development.
5. Over story trees are required at regular intervals along the road to help define the

road edge, to buffer pedestrians from vehicles and to provide shade. The over story trees shall be located in a planting strip at least five feet wide between curb and sidewalk, or in a planting structure of design acceptable to the city.

**Tree Preservation Recommendation:**

1. Revised Landscape Plan - The applicant should submit a revised landscape plan showing the following details:
  - a. Sidewalk to be constructed along Frost Avenue.
  - b. Trees to be installed along Frost Avenue right-of-way as part of the Gladstone Phase 2 street improvements.
  - c. Addition of at least two trees to be installed by the applicant in or near the English Street right-of-way to replace the two trees removed with the construction of the driveway.
  - d. Landscape requirements per the Mixed-Use Zoning District including:
    - 1) Landscape Islands:
      - a) One overstory tree with a trunk size a minimum of two-and-one-half inches in caliper shall be provided for every landscape island.
      - b) A minimum of 50 percent of every landscape island shall be planted with an approved ground cover in the appropriate density to achieve complete cover within two years. Mulch may only be used around the base of the plant material to retain moisture.
    - 2) Perimeter Parking Lot Landscaping:
      - a) The primary plant materials used in perimeter parking lot landscaping adjacent the road shall be over story trees. Ornamental trees, shrubs, hedges and other plant materials may be used to supplement the over story trees, but shall not be the sole contribution to such landscaping.
    - 3) Over story trees are required at regular intervals along the road to help define the road edge, to buffer pedestrians from vehicles and to provide shade. The over story trees shall be located in a planting strip at least five feet wide between curb and sidewalk, or in a planting structure of design acceptable to the city.



**1955 English Street - Villages at Frost and English**

Proposed TIF Area

**DRAFT**  
**MINUTES OF THE MAPLEWOOD PLANNING COMMISSION**  
**1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA**  
**TUESDAY, MAY 5, 2015**

**6. NEW BUSINESS**

**b. Approval of a Resolution Finding Proposed TIF District in Conformance with 2030 Comprehensive Plan, Villages at Frost-English**

- i. Planner, Michael Martin introduced the item for discussion.
- ii. Assistant Vice President, Tom Denaway, Springsted, Inc. gave the TIF presentation and addressed and answered questions of the commission.

Commissioner Tripler moved to approve the Resolution Finding the Proposed TIF Plan and proposed Villages at Frost-English project in conformance with the 2030 Comprehensive Plan.

Seconded by Commissioner Ige.

Ayes – All

The motion passed.

This item goes to the city council on Tuesday, May 26, 2015.

**DRAFT**  
**MINUTES OF THE HOUSING AND ECONOMIC DEVELOPMENT COMMISSION**  
**1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA**  
**7:00 P.M., WEDNESDAY, MAY 13, 2015**

**5. NEW BUSINESS**

**b. Approval of Redevelopment Tax Increment Financing District, Villages at Frost-English, 1955 English Street**

- i. Planner, Michael Martin introduced the item and turned the presentation over to Tom Denaway from Springsted, Inc.
- ii. Tom Denaway, Springsted, Inc. addressed and gave a presentation to the commission.
- iii. Shane LaFave, Sherman Associates, addressed and answered questions of the commission.

Commissioner Unger moved to recommend the TIF Plan to support the Villages at Frost-English redevelopment project.

Seconded by Commissioner Gansluckner –

Ayes – Commissioner's Ganslucker,  
Lewis & Unger

Nays – Commissioner's Jenkins  
& Acting Chairperson  
Tkachuck

The motion passed.

Commissioner Jenkins will attend the city council meeting for the public hearing on Tuesday, May 26, 2015.

**MEMORANDUM**

**TO:** Melinda Coleman, City Manager

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

**DATE:** May 19, 2015

**SUBJECT:** Approval of Conditional Use Permit Revisions for Outdoor Storage and a Commercial Building within 350 Feet of a Residential District, Laughlin Pest Control, 1055 Gervais Avenue

**Introduction**

Michael and Sue Laughlin are proposing to buy the property located at 1055 Gervais Avenue to operate their pest control and snow removal business. The property is currently used by a business which provides dumpsters to remodeling projects and currently has conditional use permits (CUP) for outdoor storage and to allow a commercial building within 350 feet of a commercial district. The current CUPs are very specific to what business can operate on site and what can be stored outside, so CUP revisions are required for the Laughlin's to use this property.

In addition, the Laughlin's are proposing to convert the single-family dwelling on site into an office for the business. The single-family home is currently a legal non-conforming use, so the transition into office space is permitted via zoning but must meet all current zoning and building code requirements.

**Background**

May 8, 2000: the city council approved a CUP and the project design plans for a business called Fresh Paint. These approvals were for the business to build a new office/warehouse building with a hard surfaced parking lot on the property at 1055 Gervais Avenue. The owner of Fresh Paint, however, decided to not go forward with the proposed development and eventually sold the property.

September 26, 2005: the city council approved CUPs allowing outdoor storage and a commercial building within 350 feet of a residential district for K and W Roll-Offs.

**Discussion**

Michael and Sue Laughlin are requesting the city amend the CUPs for 1055 Gervais Avenue to allow them to operate a pest control and snow removal business from this site. The home on site would also be converted to office space, which is permitted under the zoning of this property. The CUPs were specifically written to only allow a roll-off business on this site so any change in use required a revision to the CUPs. The applicant's have stated they are aware of the current requirements of the CUPs and only are requesting the revision to allow their business.

**Hard Surface Parking Requirement**

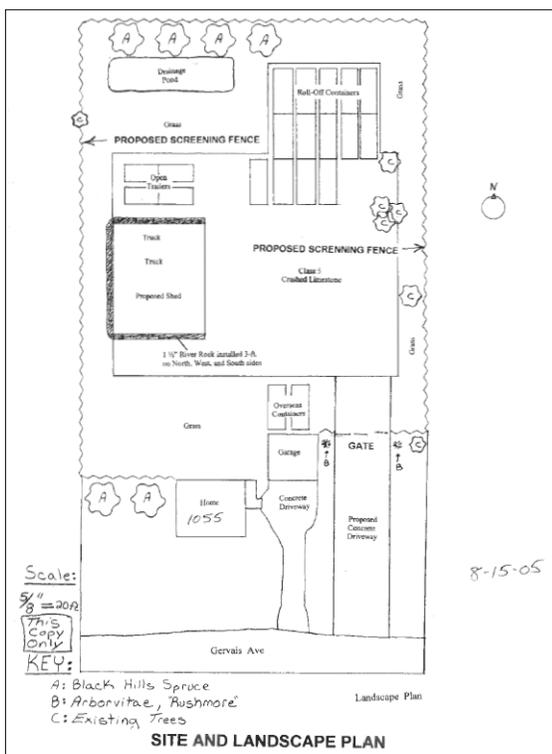
The CUPs limited the specific use of the property because K and W Roll-Offs had requested the city council exempt the business from the ordinance requirement of providing an improved, hard surface parking lot because of the damage its heavy equipment (roll-off containers) could potentially have on a parking lot. In the 2005 staff report it was noted that the city council at anytime, via the CUP, could require the lot to be improved and the following condition of approval was included with the CUP:

- 7. The city council may require more parking spaces should the need arise.

As noted in the staff engineer’s report, which is attached, since the reason for allowing the exemption of requiring an improved, hard surface would be eliminated, the city ordinance requirement that “All parking lots and associated driveways shall have a surface of bituminous material or concrete” should be enforced. Staff is recommending that any licensed and operable vehicles and trailers be stored on an improved, hard surface – as required by ordinance – but that any other exterior storage related to the business be allowed to occur on an existing gravel surface.

The city’s building official stated in his comments that accessible parking needs to be provided for this site – due to the conversion of the house to office space – and that it must be hard surfaced. The city’s parking code requires a parking space for every 200 square feet of office space. According to Ramsey County the existing home has 1,008 square feet of finished space, meaning at least six parking stalls be provided.

Below are images of the approved site plan from 2005 and a 2011 aerial photo of the property (images are also attached to the report) and it shows the area that was supposed to be gravel has grown beyond what was approved. Also, in the 2005 design plans approval – see attached city council minutes – the 20-wide driveway between Gervais Avenue and the storage yard was required to be hard surfaced but this requirement was never completed.



**Approved site plan (left) and 2011 aerial photo**

### *Wetland Requirements*

As noted in the environment planner's report, which is attached, the city's wetland regulations have been amended since 2005. There is a Manage B wetland located to the north of the property, which requires a 75-foot buffer. The rear property line of 1055 Gervais Avenue is located approximately 31 feet to the Manage B wetland edge. This means that the rear 44 feet of the property is within the wetland buffer and any development and construction in this area must comply with the City's wetland ordinance

### **Department Review**

Fire Marshall, Butch Gervais – Converting house to office space requires the structure must meet current fire protection systems according to state and local ordinances. Must have minimum 20-foot access drive for fire department.

Building Official, Nick Carver – At least one accessible building entrance required. Interior accessible route to the primary function area required. Accessible, hard surface parking space, access aisle, hard surface accessible route required. At least one accessible restroom required.

Staff Engineer, Jon Jarosch – See attached report.

Environmental Planner, Shann Finwall – See attached report.

### **Commission Review**

On May 5, 2015, the planning commission reviewed the proposed revisions to the conditional use permits for this site and recommended approval. The planning commission added language to the conditions to reinforce the wetland buffer requirements and added "animal" to pest control to better reflect the proposed use.

### **Budget Impact**

None.

### **Recommendations**

- A. Approve the attached conditional use permit revision resolution. This conditional use permit resolution approves outdoor storage on the property at 1055 Gervais Avenue. The city bases approval on the findings required by the code and subject to the following conditions (additions are underlined and deletions are crossed out):
  1. The approved exterior storage is limited to ~~roll-off containers~~ equipment, trailers and vehicles associated with a ~~roll-off delivery~~ pest and animal control and snow removal business. All vehicles and trailers must be licensed and operable and stored on an approved parking surface.

2. The owner or applicant installing and maintaining a screening fence that is 100 percent opaque around the perimeter of the outdoor storage area. The owner shall maintain and repair the fence so that it remains in good condition and 100 percent opaque.
  3. There shall be no noise-making business activity conducted in the property, or made by vehicles entering or leaving the lot, between 7 p.m. and 7 a.m., Monday through Saturday, and not on Sunday as required by city code. This condition shall not prohibit business activity on the property during these hours so long as the business activity does not otherwise violate the provisions of the city ordinance regulating noise.
  4. The proposed construction and the outdoor storage on the property 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.
  5. The city council shall review this permit in one year.
  6. The owner or applicant shall meet the hard surface parking and minimum space requirements as stated in the staff engineer's report, dated April 28, 2015, and required by ordinance.
- B. Approve the attached conditional use permit revision resolution. This conditional use permit allows a 40 by 49-foot storage building within the M-1 (light manufacturing) zoning district that is within 350 feet of a residential zoning district (at 1055 Gervais Avenue). This approval shall be subject to the following conditions (additions are underlined and deletions are crossed out):
1. All construction shall follow the project plans as approved by the city. This shall include providing a driveway to the gate of the storage yard, subject to the requirements of the fire marshal.
  2. The approved exterior storage is limited to ~~roll-off containers~~ equipment, trailers and vehicles associated with a ~~roll-off delivery~~ pest and animal control and snow removal business. All vehicles and trailers must be licensed and operable and stored on an approved parking surface.
  3. The owner or applicant installing and maintaining a screening fence that is 100 percent opaque around the perimeter of the outdoor storage area. The owner shall maintain and repair the fence so that it remains in good condition and 100 percent opaque.
  4. There shall be no noise-making business activity conducted in the property, or made by vehicles entering or leaving the lot, between 7 p.m. and 7 a.m., Monday through Saturday, and not on Sunday as required by city code. This condition shall not prohibit business activity on the property during these hours so long as the business activity does not otherwise violate the provisions of the city ordinance regulating noise.
  5. The proposed construction and the outdoor storage on the property 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.
  6. The city council shall review this permit in one year.

7. The owner or applicant shall meet the hard surface parking and minimum space requirements as stated in the staff engineer's report, dated April 28, 2015, and required by ordinance. The city council may require more parking spaces should the need arise.
8. The property owner shall keep the site clean of debris and shall cut or remove any noxious weeds.
9. The owners and operators shall only use Maplewood Drive and Gervais Avenue for access to the site. There shall be no truck traffic from this business on Cypress Street or on Keller Parkway.
10. The owner shall not make any changes or modifications to the north 44 feet of the property which will have a negative impact on the managed B wetland to the north of the property. Any changes or modifications proposed by the owner shall be submitted to the city for approval prior to implementation.

### **Citizen Comments**

Staff surveyed the 36 property owners within 500 feet of this property for their comments about this proposal. Staff received three responses as follows:

#### **For**

1. Thank you for the information regarding the CUP request for 1055 Gervais. We see no issues with the request. (Bergerson – 2471 Cypress Street)
2. I have met Mike and Sue Laughlin and their family on several occasions. They are very kind, honest, and moral people. I see no problems in issuing the CUP at 1055 Gervais Ave E for Laughlin Pest Control Company. (Scherping – 1055 Gervais Avenue)

#### **Comments**

1. What would be the hours of the operation of their equipment – would they be different? Would there be more equipment causing oil, fuel and other harmful liquids running off into the water collection area behind our property? (Kern – 1032 Sextant Avenue)

### **Reference Information**

#### *Site Description*

Site Size: 38,550 square feet (.88 acres)  
Existing Land Use: Single dwelling and storage yard

#### *Surrounding Land Uses*

North: Single Family Homes  
South: Businesses across Gervais Avenue  
East: Vacant property planned C and zoned M-1  
West: A single dwelling planned C and zoned M-1

*Planning*

Land Use Plan: C (commercial)  
Zoning: M-1 (light manufacturing)

*Ordinance Requirements*

Section 44-512(4) requires a CUP for the exterior storage of goods or materials.

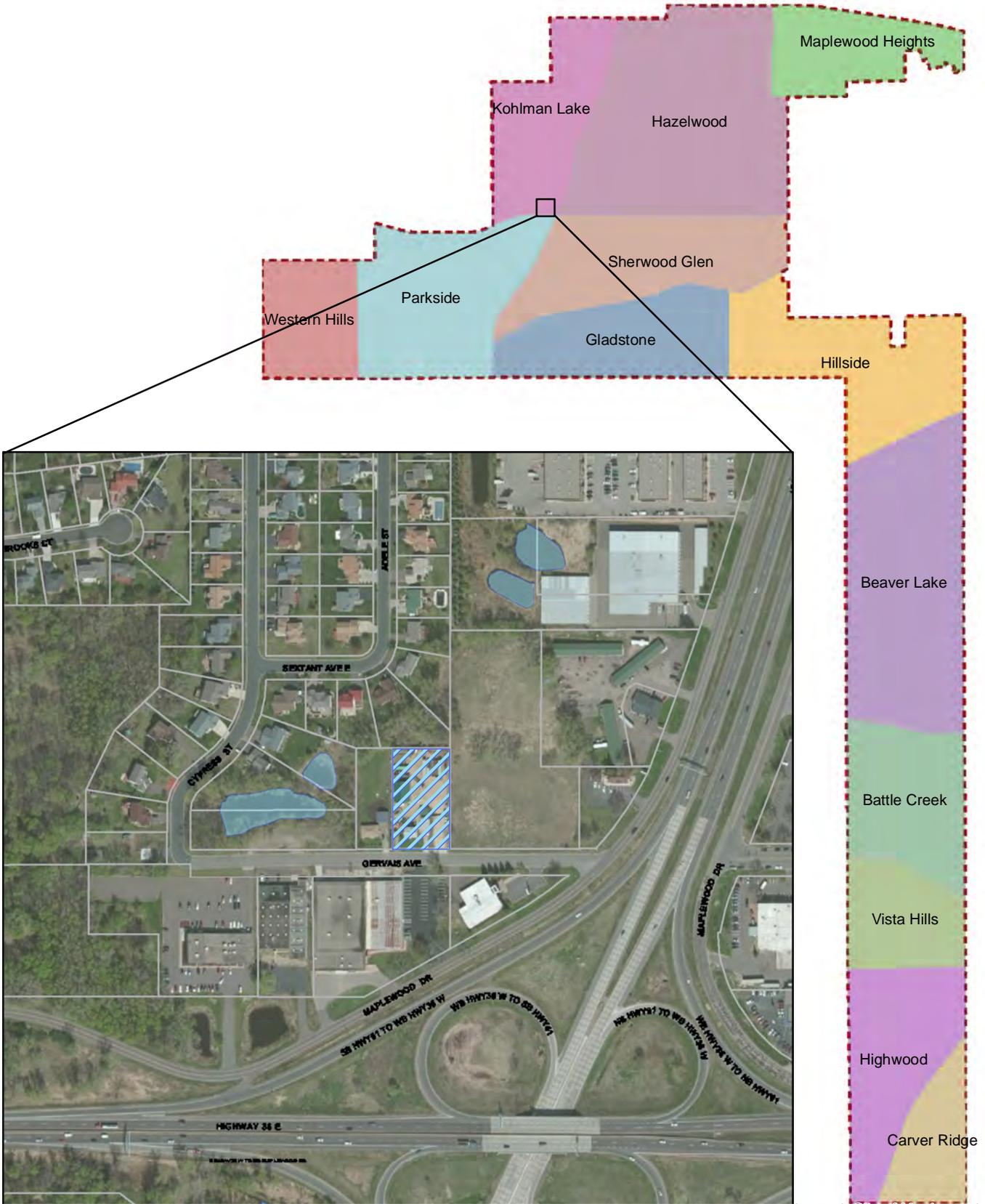
Section 44-637(b) requires a CUP for any building or exterior use within 350 feet of a residential district.

*Application Date*

The city received a complete CUP application for this request on April 20, 2015. Minnesota Statutes, Section 15.99 requires that the city take action within 60 days of receiving a complete application for a land use proposal. Therefore, city action is required on this request by June 19, 2015.

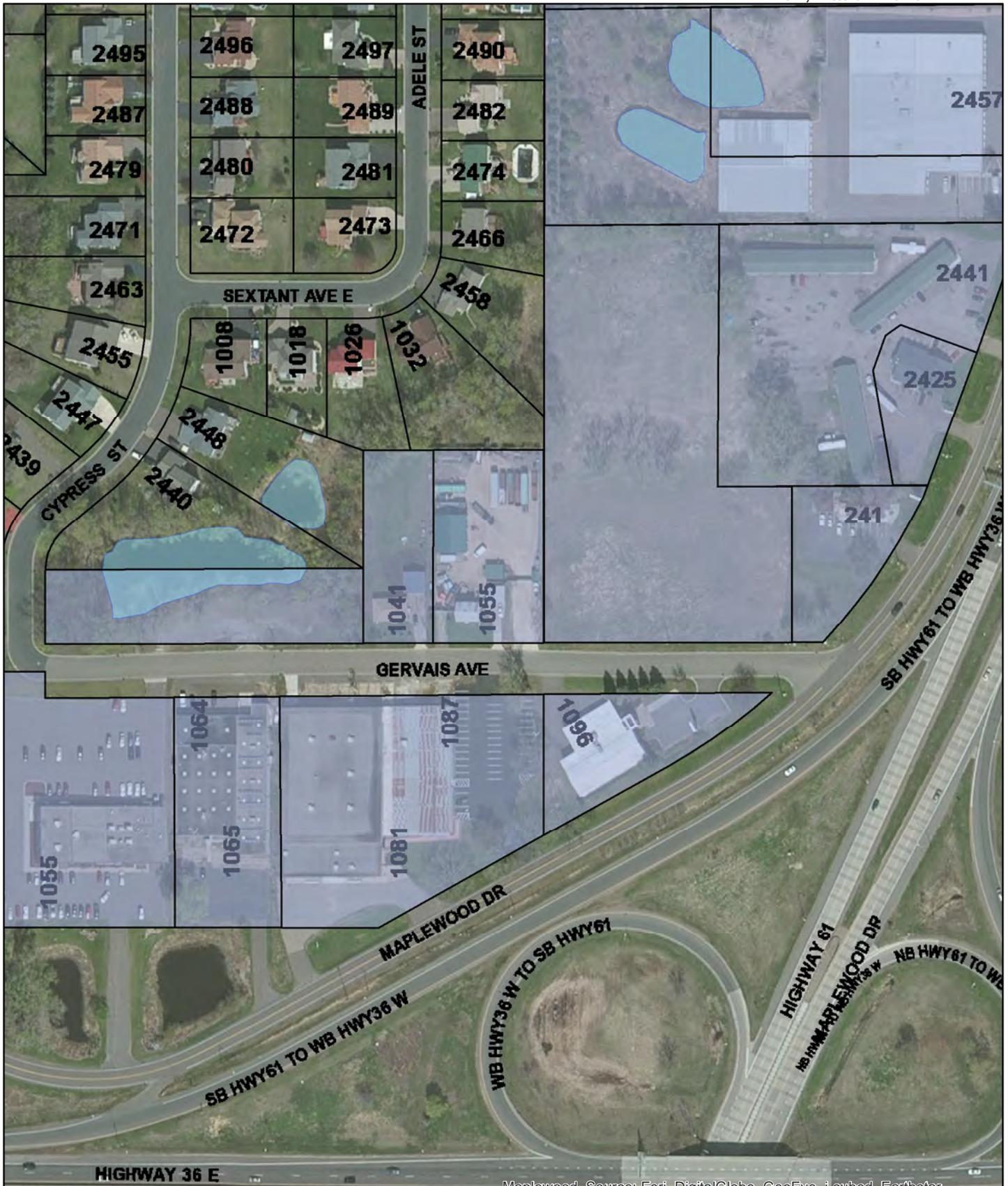
**Attachments**

1. Location Map
2. Land Use Map
3. Zoning Map
4. Site Map
5. 2005 Site Plan
6. September 26, 2005 City Council Minutes
7. Applicant's Narrative
8. Engineering Report, Jon Jarosch, dated April 28, 2015
9. Environmental Report, Shann Finwall, dated April 28, 2015
10. Draft Planning Commission Minutes, May 5, 2015
11. Resolution for a Conditional Use Permit Revision for Exterior Storage
12. Resolution for a Conditional Use Permit Revision for a Commercial Building



**1055 Gervais Avenue - Laughlin's Pest Control Company**

Conditional Use Permit Revision - Overview Map

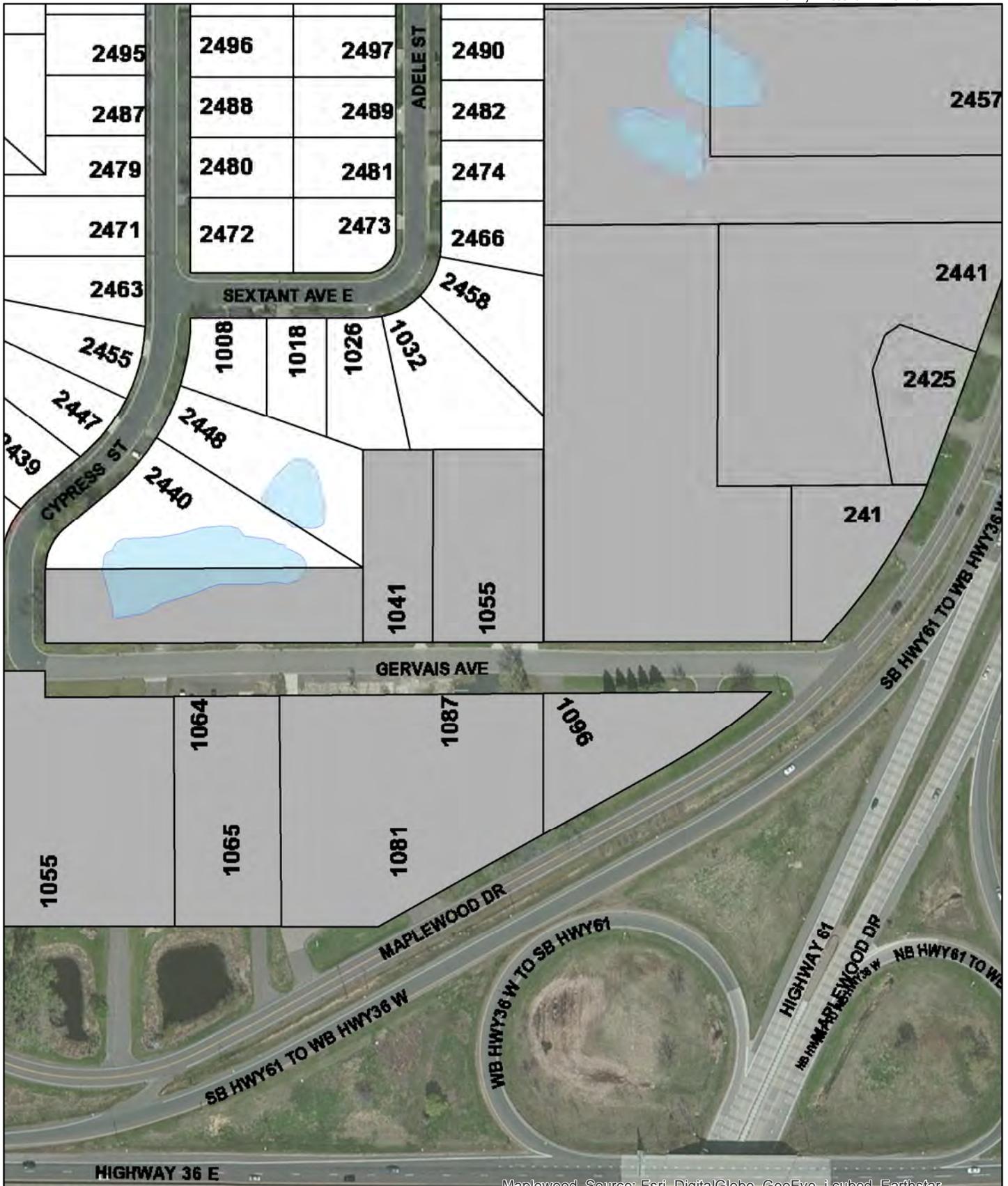


### 1055 Gervais Avenue - Laughlin's Pest Control Company

Conditional Use Permit Revision - Land Use Map

### Legend

- Low Density Residential
- Commercial



### 1055 Gervais Avenue - Laughlin's Pest Control Company

Conditional Use Permit Revision - Zoning Map

### Legend

Single Dwelling (r1)

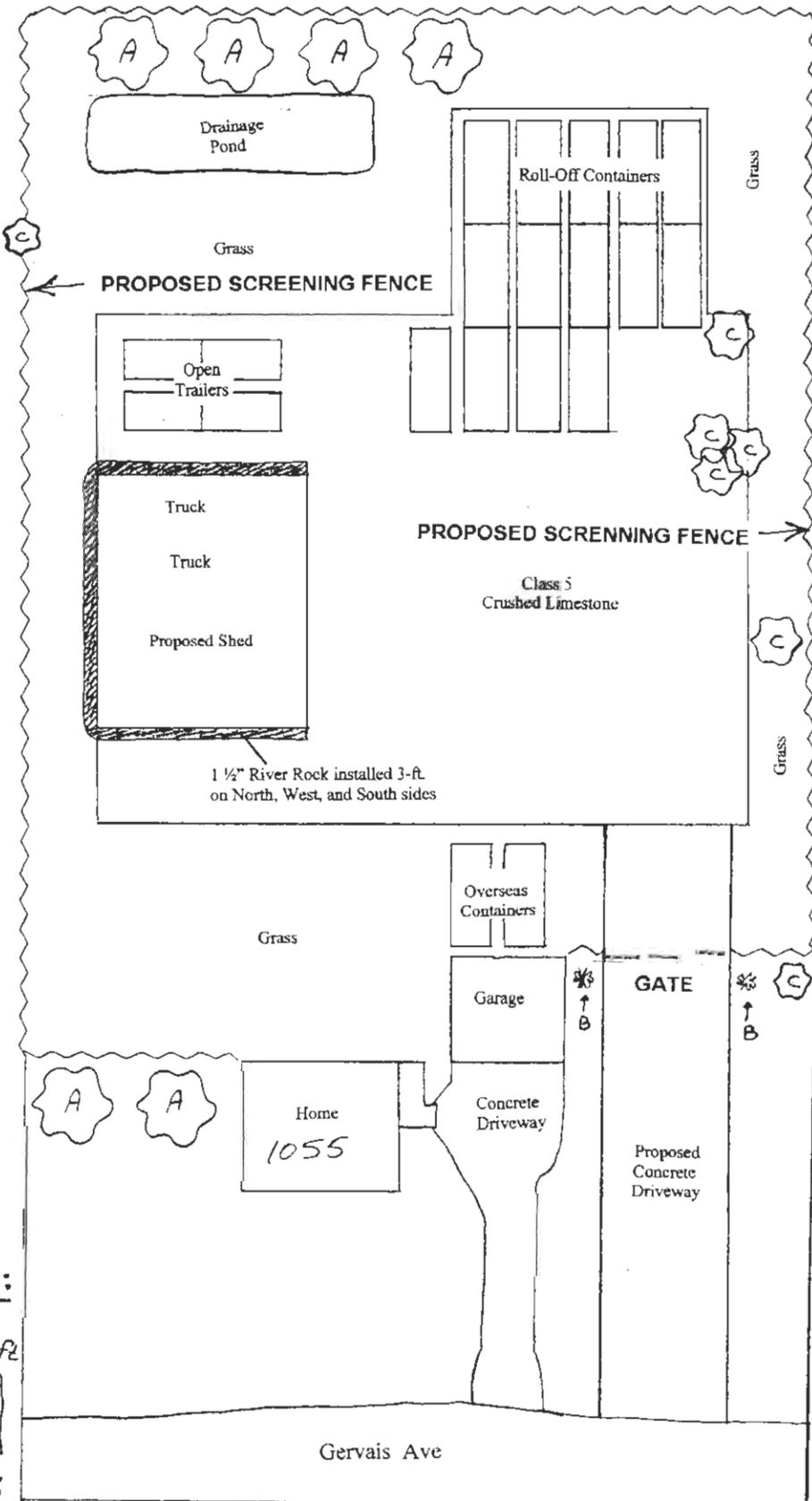
Light Manufacturing (m1)



Mapwood, Source: Esri, DigitalGlobe, GeoEye, Earthstar

**1055 Gervais Avenue - Laughlin's Pest Control Company**

Conditional Use Permit Revision - Site Map



Scale:

5/8" = 20ft

This Copy Only

KEY:

- A: Black Hills Spruce
- B: Arborvitae, "Rushmore"
- C: Existing Trees

8-15-05

Landscape Plan

**SITE AND LANDSCAPE PLAN**

The city code currently reads:

Sec. 2-7. Waiver of license or permit fee for city events.

The city council may waive any requirements for payment of a license fee or permit fee for any city-sponsored event.

Staff is requesting that the current code be amended to permit administrative approval on these types of fee waivers. **Any fee waiver that requests intoxicating liquor would continue to be brought to council for approval.**

Sec. 2-7. Waiver of license or permit fee for city events.

The city council ~~may~~ **manager or his designee** may waive any requirements for payment of a license fee or permit fee for **local organizations, non-profits and** ~~any~~ city-sponsored events.

Councilmember Juenemann moved to approve consent agenda items 1-9.

Seconded by Councilmember Koppen

Ayes-All

## H. PUBLIC HEARINGS

None

## I. AWARD OF BIDS

1. Award of Bid – Ambulance
  - a. City Manager Fursman presented the report.
  - b. Fire Chief Lukin presented specifics from the report.

Councilmember Juenemann moved to award the bid of \$106,780 to Road Rescue for a new ambulance for the Fire Department.

Seconded by Councilmember Koppen

Ayes-All

## J. UNFINISHED BUSINESS

None

## K. NEW BUSINESS

1. Khushvinder Singh – Off-Sale Intoxicating Liquor License – A-1 Liquor Store
 

City Clerk Guilfoile informed council that Mr. Singh withdrew his request for an intoxicating liquor license.
2. K and W Roll-offs (1055 Glervais Avenue)
  - a. Conditional Use Permit (Outdoor Storage)
  - b. Conditional Use Permit (Commercial Building within 350 feet of residential district)
  - c. Design Approval
  - a. City Manager Fursman presented the report.
  - b. Assistant City Manager/Community Development Director Coleman presented specifics from the report.

- c. Commissioner Kaczrowski representing the Planning Commission was present to give a report.
- d. Boardmember Longrie representing the Community Design Review Board was present to give a report.
- d. The applicants Kristopher and Wesley Scherping were present to answer questions from the council.
- e. The following persons were heard:
  - Tom Geibel (owner of property at 1081 East Highway 36)
  - Tom Geibel, second appearance

Councilmember Koppen moved to adopt the following resolution approving a conditional use permit for the outdoor storage of roll-off containers, trailers and associated materials on the property at 1055 Gervais Avenue:

### **CONDITIONAL USE PERMIT RESOLUTION 05-09-144**

**WHEREAS**, Mr. Kristopher Scherping, representing K and W Roll-offs, applied for a conditional use permit (CUP) to have an outdoor storage area.

**WHEREAS**, this permit applies to property at 1055 Gervais Avenue.

**WHEREAS**, the legal description of the property is:

The South 290.4 feet of the East 150.00 feet of the Northwest Quarter of Section 9, Township 29, Range 22, Ramsey County, Minnesota. (PIN 09-29-22-24-0038)

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

1. On September 6, 2005, 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.
2. On September 26, 2005, the city council discussed the proposed conditional use permit. They considered reports and recommendations from the planning commission and city staff.

**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 project plans as approved by the city. This shall include providing a driveway to the gate of the storage yard, subject to the requirements of the fire marshal.
2. The approved exterior storage is limited to roll-off containers, trailers and vehicles associated with a roll-off delivery business. All vehicles must be licensed and operable.
3. The owner or applicant installing and maintaining a screening fence that is 100 percent opaque around the perimeter of the outdoor storage area. The owner shall maintain and repair the fence so that it remains in good condition and 100 percent opaque.
4. There shall be no noise-making business activity conducted in the property, or made by vehicles entering or leaving the lot, between 7 p.m. and 7 a.m., Monday through Saturday and on Sunday as required by city code.
5. The proposed construction and the outdoor storage on the property 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.
6. The city council shall review this permit in one year.
7. The city council may require more parking spaces should the need arise.
8. The property owner shall keep the site clean of debris and shall cut or remove any noxious weeds.
9. The owners and operators shall only use Maplewood Drive and Gervais Avenue for access to the site. There shall be no truck traffic from this business on Cypress Street.

Seconded by Councilmember Juenemann

Ayes-Councilmembers Koppen,  
Juenemann  
Nay – Councilmember Rossbach  
Abstain – Mayor Cardinal

Vote carried by majority.

Councilmember Koppen moved to adopt the following resolution approving a conditional use permit for the construction of a 40 by 49 foot storage building within the M-1 (light manufacturing) zoning district that would be within 350 feet of a residential zoning district (at 1055 Gervais Avenue):

**CONDITIONAL USE PERMIT RESOLUTION 05-09-145**

**WHEREAS**, Mr. Kristopher Scherping, representing K and W Roll-offs, applied for a conditional use permit (CUP) to construct a commercial building within 350 feet of a residential district.

**WHEREAS**, this permit applies to property at 1055 Gervais Avenue.

**WHEREAS**, the legal description of the property is:

The South 290.4 feet of the East 150.00 feet of the Northwest Quarter of Section 9, Township 29, Range 22, Ramsey County, Minnesota. (PIN 09-29-22-24-0038)

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

1. On September 6, 2005, 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.
2. On September 26, 2005, the city council discussed the proposed conditional use permit. They considered reports and recommendations from the planning commission and city staff.

**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. The approved exterior storage is limited to roll-off containers, trailers and vehicles associated with a roll-off delivery business. All vehicles must be licensed and operable.

2. The owner or applicant installing and maintaining a screening fence that is 100 percent opaque around the perimeter of the outdoor storage area. The owner shall maintain and repair the fence so that it remains in good condition and 100 percent opaque.
3. There shall be no noise-making business activity conducted in the property, or made by vehicles entering or leaving the lot, between 7 p.m. and 7 a.m., Monday through Saturday and on Sunday as required by city code.
4. The proposed construction and the outdoor storage on the property 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.
5. The city council shall review this permit in one year.

Seconded by Councilmember Juenemann

Ayes-Councilmembers Juenemann  
and Koppen  
Nay-Councilmember Rossbach  
Abstain-Mayor Cardinal

Vote carried by majority.

Councilmember Koppen moved to approve the plans dated August 15, 2005, for K and W Roll-offs outdoor storage facility and for a 1,960-square-foot storage building at 1055 Gervais Avenue. The city bases this approval on the findings required by the code. The property owner or applicant shall:

1. Repeat this review in two years if the city has not issued a building permit for this project.
2. Complete the following before the city issues a building permit:
  - a. Have the city engineer approve final construction and engineering plans. These plans shall include: grading, utility, drainage, erosion control, tree, sidewalk and driveway plans. The plans shall meet the following conditions and shall also meet all the conditions and changes noted in Chuck Vermeersch's memo dated August 26, 2005:
    - (1) The erosion control plan shall be consistent with city code.
    - (2) The grading plan shall:
      - (a) Include building, floor elevation and contour information for the site.
      - (b) Include contour information for the land that the construction will disturb.
      - (c) Show sedimentation basins or ponds as may be required by the watershed board or by the city engineer. The pond(s) shall have the required storm water capacity.
      - (d) Show details about the proposed fence including the materials, gate, height and color.
    - (3) The tree plan shall:
      - (a) Be approved by the city engineer.
      - (b) Include an inventory of all existing large trees on the site and shall show where the developer will remove, save or replace large trees.
      - (c) Show the size, species and location of the replacement trees. The coniferous trees shall be at least eight feet tall and shall be a mix of Black Hills spruce and Austrian pine.

- (d) Be consistent with the approved grading and landscape plans and shall show no tree removal beyond the approved grading and tree limits.
- (4) The design of the ponding area and the rainwater garden(s) shall be subject to the approval of the city engineer. The developer shall be responsible for getting any needed off-site utility, grading or drainage easements and for recording all necessary easements.
- b. Submit a certificate of survey for all new construction and have the storage building staked by a registered land surveyor.
  - c. Submit a revised landscape plan to staff for approval which incorporates the following details:
    - (1) All lawn areas shall be sodded. The city engineer shall determine the vegetation within the ponding area.
    - (2) The addition of trees for screening along the north side of the site.
    - (3) The developer shall install landscaping in the ponding area to break the appearance of the deep hole and to promote infiltration. Such landscaping shall be approved by the city engineer and shall be shown on the project landscape plans.
    - (4) The manicured or mowed areas from the natural areas. This shall include planting (instead of sodding) the disturbed areas around the ponding area with native grasses and native flowering plants. The native grasses and flowering plants shall be those needing little or no maintenance and shall extend at least four feet from the ordinary high water mark (OHWM) of the pond. This is to reduce maintenance costs and to reduce the temptation of mowers to encroach into the gardens. Specifically, the developer shall have the natural areas seeded with an upland mixture and lowland mixtures as appropriate.
    - (5) In addition to the above, the contractor shall sod all front, side and rear yard areas (except for mulched and edged planting beds and the area within the ponding area).
    - (6) Adding at least six more evergreen trees (Black Hills spruce or Austrian pines) along the north property line of the site. These trees are to be at least eight feet tall, and the contractor shall plant these trees in staggered rows to provide screening for the houses to the north.
    - (7) Shall be approved by the city engineer before site grading and shall be consistent with the approved grading and landscape plans.
  - d. Present to staff for approval colored building elevations or building material samples of the wall panels, standing seam roof, trim, doors, wainscot, and fence slats. These elevations should clearly show the colors and materials of the proposed storage shed.
  - e. A revised site plan showing the driveway with a width of at least 20 feet that is paved between the street and the storage lot. Any gate along this driveway also must open to a 20-foot width.
  - f. The requirement for underground irrigation is waived if the applicants and owners agree to hand-water all landscaping and that they agree to replace any required landscape material that dies.
  - g. If there is to be any additional outdoor lighting, a photometric plan showing that any freestanding lights would not exceed 25 feet in height, including the base, and the light illumination from any outdoor light would not exceed .4 foot candles at all property lines.
  - h. If trash is to be stored outside of the house or the storage building, plans for a trash-dumpster

enclosure is required. The enclosure must have gates that are 100 percent opaque, and the materials and colors of the enclosure shall be compatible with those of the metal building.

- i. The city approves the limestone parking surface for this business with the conditions that the owners not wash or clean the roll-off containers on the site and that the operators not store any organic materials or garbage in the roll-off containers.
  - j. A letter of credit or cash escrow for all required exterior improvements. The amount shall be 150 percent of the cost of the work.
  - k. Revised building plans for the storage shed that include a concrete floor.
3. Complete the following before occupying the new building or the site:
- a. Replace property irons that are removed because of this construction.
  - b. Restore and sod damaged boulevards and sod all turf areas.
  - c. Complete all landscaping and tree planting and the rainwater garden(s) (if required).
  - d. Install an in-ground sprinkler system for all lawn and landscape areas of the site unless the applicants:
    - (1) Provide an alternate watering method acceptable to staff to keep the trees and plantings watered.
    - (2) Agree to hand-water all landscaping and trees and replace any required landscape material that dies.
  - e. The eight-foot-tall chain link fence must:
    - (1) Have a top rail and have dark green slats around the entire storage yard.
    - (2) Receive a building permit from the city before installation.
  - f. Install an eight-foot-high screening fence and additional trees along the north property line of the site where the vegetation does not adequately screen the new storage shed from the existing dwellings to the north. These additional materials are to ensure there is at least an eight-foot-tall, 100 percent opaque screen on these sides of the site. The location, design and materials of the fence or the additional landscaping shall be subject to city staff approval.
  - g. Construct a trash dumpster enclosure if there will be any outdoor storage of refuse. The enclosure must match the building in color and materials and shall have a closeable gate that is 100 percent opaque.
  - h. The developer or contractor shall:
    - (1) Complete all grading for the site drainage, complete all public improvements and meet all city requirements.
    - (2) Place temporary orange safety fencing and signs at the grading limits.
    - (3) Remove any debris or junk from the site.
    - (4) Install all required exterior improvements including the parking and storage lot, installation of landscaping, installation of fence slats, installation of the ponding area, etc., before occupying the building.

- i. If the owners want to install any site-security lighting, they must do so as allowed by the city code. Any light sources, including the lens covering the bulb, shall be concealed or shielded so not to cause any nuisance to vehicle drivers or to adjacent property owners.
  - j. The owners shall keep the buildings (including the existing house and garage) painted or stained and in good repair.
4. If any required work is not done, the city may allow temporary occupancy if:
- a. The city determines that the work is not essential to the public health, safety or welfare.
  - b. The above-required letter of credit or cash escrow is held by the city for all required exterior improvements. The owner or contractor shall complete any unfinished landscaping by June 1 of the next year if the building is occupied in the fall or winter, or within six weeks of occupancy if the building is occupied in the spring or summer.
5. All work shall follow the approved plans. The director of community development may approve minor changes.

Seconded by Councilmember Juenemann

Ayes-Councilmembers Juenemann,  
Koppen, Rossbach  
Abstain-Mayor Cardinal

3. Maplewood Business Center Conditional Use Permit (CUP) Reconsideration (1616 Gervais Avenue)
- a. City Manager Fursman presented the report.
  - b. Assistant City Manager Coleman presented specifics from the report.

Councilmember Koppen moved to schedule a public hearing for October 10, 2005 to review the CUP for the Maplewood Business Center at 1616 Gervais Avenue.

Seconded by Councilmember Juenemann

Ayes-All

4. Police Department Restructure
- a. City Manager Fursman presented the report.
  - b. Police Chief Thomalla presented specifics from the report.

Councilmember Koppen moved to approve the creation of two additional sergeant positions and one additional lieutenant position in the Police Department in an effort to reduce the overtime budget and have a positive impact on the overall budget.

Seconded by Councilmember Rossbach

Ayes-All

5. Gladstone Area Redevelopment Improvements – City Project 04-21 – Approve Resolution Receiving Alternative Urban Areawide Review (AUAR) and Authorize Distribution for Review
- a. City Manager Fursman presented the report.
  - b. Public Works Director Ahl presented specifics from the report.
  - c. Brad Schieb with the Hoisington Koegler Group gave an overview of the AUAR

Councilmember Koppen moved to adopt the following resolution that authorizes distribution of the AUAR for the Gladstone Redevelopment Area according to the Environmental Quality Board (EQB) distribution list and establishes a 30-day comment period:

## EXHIBIT B

### WRITTEN STATEMENT DESCRIBING INTENDED USE OF PROPERTY AT 1055 GERVAIS AVENUE, MAPLEWOOD, MN AND WHY CITY SHOULD APPROVE REQUEST

#### A. Description of intended use of property:

The applicants, Mike and Sue Laughlin, own and operate Laughlin's Pest Control Company, Inc., presently located at 1908 University Avenue, St. Paul, MN. Laughlin's Pest Control Company, Inc. has been in operation for more than 80 years, providing residential and commercial pest control services throughout the Twin Cities Metropolitan Area. The business also provides snow plowing services during the winter months. No manufacturing or processing of chemicals will occur on site – all pest control chemicals used by the business are manufactured by others and are stored and used strictly in accordance with all applicable regulations.

Due to growth in the business over the past few years, the business requires additional secure, outside storage for its trucks, trailers and related equipment. The present location on University Avenue in St. Paul is no longer large enough to properly provide for the current and future needs of the business. The company is currently storing some of its equipment at a remote location and would like to consolidate everything to one location. A description of the items proposed to be stored outside is attached as Schedule 1.

No alteration of the existing improvements is being proposed with this Application.

#### B. Explanation of why the City should approve this request.

The Applicant respectfully submits that the City should approve this request for the following reasons:

1. The only reason for amending the CUP is that the existing CUP limits outside storage to "roll-off containers, trailers and vehicles associated with a roll-off delivery business", and Laughlin's Pest Control will have a different description of equipment proposed to be stored outside.
2. The property already has an existing CUP in place which allows a business use and operation, including outside storage of related business equipment. The use proposed by the Applicant is no more intensive than the activities of K&W Roll-Offs allowed under the existing CUP.
3. To the best of the Applicant's knowledge, the subject property presently complies with all of the requirements under the existing CUP, and the Applicant intends to continue to operate the property in compliance with all of the requirements of the existing CUP, (except for an amended description of the items allowed to be stored outside on the property).

4. The use would not change the existing or planned character of the surrounding area and will not depreciate property values.
5. The use will not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing, or cause a nuisance to any person or property because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage water run-off, vibration, general unsightliness, electrical interference, or other nuisances.
6. The use would generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.
7. The subject property is served by adequate public utilities, and will not create excessive additional costs for public facilities or services.
8. The use would cause minimal adverse environmental effects.

## **SCHEDULE 1**

Items proposed for outside storage would be:

One Ton or smaller pickup Trucks (3 or 4 currently)

Deer traps, each consisting of 2- 42"x42" panels and 3- 42"x68" panels all made of chainlink fence materials (26 currently).

Truck mounted Sanders: 1.5 yard - fit in the bed of 1 ton trucks (2 currently).

1 Bobcat trailer - (Bobcat will be stored in the storage building).

Snow Plows (5 or 6 currently).

4 Trailers - (currently 3 flatbed and 1 box trailer).

All of the equipment is recent vintage and well maintained.

**Engineering Plan Review**

**PROJECT: 1055 Gervais Avenue CUP Revision Request**

**PROJECT NO: 15-07**

**COMMENTS BY: Jon Jarosch – Civil Engineer II**

**DATE: 4-28-2015**

The applicant is requesting a revision to the existing conditional use permit for 1055 Gervais Avenue to allow the outdoor storage of pest control and snow removal equipment. The site is currently being used to store dumpsters. No site modifications are currently proposed as part of this request

The following are engineering review comments and act as conditions of approval:

- 1) The previous CUP allowed the use of a non-improved surface due to the proposed use of the site as a dumpster storage area. The thought at the time was that the dumpsters would significantly damage a bituminous or concrete surface and that gravel would be more suitable for the proposed use. This variance from City standards was to be monitored and analyzed during subsequent CUP reviews. The current CUP revision request proposes to change the use of the property to the storage of vehicles, trailers, and pest control equipment. The proposed use will require the installation of an improved surface per City ordinance.
- 2) If more than 12 parking spaces are installed, the parking area shall include continuous concrete curb and gutter per City ordinance.
- 3) The installation of an improved surface on this site will not trigger the City's stormwater quality requirements if the existing aggregate base material is left undisturbed (the new bituminous or concrete surface is placed directly on top of the existing aggregate base). Any major site grading or significant disturbance of the aggregate material will trigger the City's stormwater quality requirements.

- END COMMENTS -

## Environmental Review

<b>Project:</b>	Laughlin's Pest Control Company
<b>Date of Plans:</b>	June 21, 2010
<b>Date of Review:</b>	April 28, 2015
<b>Location:</b>	1055 Gervais Avenue
<b>Reviewers:</b>	Shann Finwall, Environmental Planner (651) 249-2304; <a href="mailto:shann.finwall@ci.maplewood.mn.us">shann.finwall@ci.maplewood.mn.us</a>

**Background:** Michael and Sue Laughlin are proposing to buy the property located at 1055 Gervais Avenue to operate their pest control and snow removal business. The property is currently used by a business which provides dumpsters to remodeling projects and currently has a Conditional Use Permit (CUP) for outdoor storage. The current CUP is very specific to what business can operate on site and what can be stored outside, so a CUP revision is required for the Laughlins to use this property. While there is no exterior construction or site modification proposed as part of this request, the applicants should be aware that there is a Manage B wetland located to the north of their property within the residential lot at 1032 Sextant Avenue which could impact future improvements to the property as outlined below.

### Wetland Classification and Buffer Requirements:

There is a Manage B wetland located to the north of the property, within a residential lot at 1032 Sextant Avenue. The city's wetland ordinance requires a 75-foot buffer adjacent a Manage B wetland.

The rear property line of 1055 Gervais Avenue is located approximately 31 feet to the Manage B wetland edge. This means that the rear 44 feet of the property is within the wetland buffer and any development and construction in this area must comply with the City's wetland ordinance as outlined below.

### Development and Construction Activities:

Unless an exemption applies, the following development and construction activities are not allowed in wetlands, streams, or buffers:

1. Alterations, including the filling of wetlands. Alterations are defined as human action that adversely affects the vegetation, hydrology, wildlife or wildlife habitat in a wetland, stream or buffer, including grading, filling, dumping, dredging, draining, paving, construction, application of gravel, discharging pollutants (including herbicides and pesticides), and compacting or disturbing soil through vehicle or equipment use. Alteration also includes the mass removal or mass planting of vegetation by means of cutting, pruning, topping, clearing, relocating,

- or applying herbicides or any hazardous or toxic substance designed to kill plant life.
2. The construction of structures.
  3. Projects which convert native or naturalized areas to lawn area.
  4. The construction of stormwater drainage facilities, sedimentation ponds, infiltration basins, and rain gardens within a buffer.
  5. Discharge of stormwater to a wetland not in compliance with the city's stormwater management ordinance.

**Recommendation:**

While no improvements are proposed on the site, the applicant should be aware that future improvements must comply with the City's wetland ordinance, which will prohibit or restrict improvements to the rear 44-feet of the property (portions of the lot within the wetland buffer). In addition, increased use and storage on the lot might have negative impacts to the wetland. As such, the City should consider requiring some stormwater improvements as a condition of the CUP to help protect the wetland. .

**DRAFT  
MINUTES OF THE MAPLEWOOD PLANNING COMMISSION  
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA  
TUESDAY, MAY 5, 2015**

**5. PUBLIC HEARING**

**a. 7:00 p.m. or later: Approval of Conditional Use Permit Revisions for Outdoor Storage and a Commercial Building within 350 feet of a residential district, Laughlin Pest Control, 1055 Gervais Avenue**

- i. Planner, Michael Martin gave the staff report and answered questions of the commission.
- ii. Attorney, Joseph Christensen, 5101 Vernon Avenue, Suite 400, Edina, addressed and answered questions of the commission on behalf of the applicant.

Chairperson Desai opened the public hearing.

There were no speakers to address the commission for the public hearing.

Chairperson Desai closed the public hearing.

Commissioner Tripler had three additions to the staff conditions. A. 1., B. 2, and B. 10.

Commissioner Tripler moved to approve three amendments to staff's recommendations and conditions.

Seconded by Commissioner Arbuckle.

Ayes – All

The motion passed.

Commissioner Tripler moved to approve the conditional use permit revision resolution. This conditional use permit resolution approves outdoor storage on the property at 1055 Gervais Avenue. The city bases approval on the findings required by the code and subject to the following conditions (additions are underlined **and commissioner additions are in bold** and deletions are crossed out):

1. The approved exterior storage is limited to ~~roll-off containers~~ equipment, trailers and vehicles associated with a ~~roll-off delivery~~ pest **and animal** control and snow removal business. All vehicles and trailers must be licensed and operable and stored on an approved parking surface.
2. The owner or applicant installing and maintaining a screening fence that is 100 percent opaque around the perimeter of the outdoor storage area. The owner shall maintain and repair the fence so that it remains in good condition and 100 percent opaque.

3. There shall be no noise-making business activity conducted in the property, or made by vehicles entering or leaving the lot, between 7 p.m. and 7 a.m., Monday through Saturday, and not on Sunday as required by city code.
4. The proposed construction and the outdoor storage on the property 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.
5. The city council shall review this permit in one year.
6. The owner or applicant shall meet the hard surface parking and minimum space requirements as stated in the staff engineer's report, dated April 28, 2015, and required by ordinance.

Commissioner Tripler moved to approve the conditional use permit revision resolution. This conditional use permit allows a 40 by 49-foot storage building within the M-1 (light manufacturing) zoning district that is within 350 feet of a residential zoning district (at 1055 Gervais Avenue). This approval shall be subject to the following conditions (additions are underlined **and commissioner additions are in bold** and deletions are crossed out):

1. All construction shall follow the project plans as approved by the city. This shall include providing a driveway to the gate of the storage yard, subject to the requirements of the fire marshal.
2. The approved exterior storage is limited to ~~roll-off containers~~ equipment, trailers and vehicles associated with a ~~roll-off delivery~~ pest **and animal** control and snow removal business. All vehicles and trailers must be licensed and operable and stored on an approved parking surface.
3. The owner or applicant installing and maintaining a screening fence that is 100 percent opaque around the perimeter of the outdoor storage area. The owner shall maintain and repair the fence so that it remains in good condition and 100 percent opaque.
4. There shall be no noise-making business activity conducted in the property, or made by vehicles entering or leaving the lot, between 7 p.m. and 7 a.m., Monday through Saturday, and not on Sunday as required by city code.
5. The proposed construction and the outdoor storage on the property 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.
6. The city council shall review this permit in one year.
7. The owner or applicant shall meet the hard surface parking and minimum space requirements as stated in the staff engineer's report, dated April 28, 2015, and required by ordinance. The city council may require more parking spaces should the need arise.

8. The property owner shall keep the site clean of debris and shall cut or remove any noxious weeds.
9. The owners and operators shall only use Maplewood Drive and Gervais Avenue for access to the site. There shall be no truck traffic from this business on Cypress Street or on Keller Parkway.
10. **The owner shall not make any changes or modifications to the north 44 feet of the property which will have a negative impact on the managed B wetland to the north of the property. Any changes or modifications proposed by the owner shall be submitted to the city for approval prior to implementation.**

Seconded by Commissioner Kempe.

Ayes - All

The motion passed.

This item goes to the city council Tuesday, May 26, 2015.

## CONDITIONAL USE PERMIT REVISION RESOLUTION

**WHEREAS**, Mike and Sue Laughlin, representing Laughlin Pest Control, applied for a conditional use permit (CUP) revision to have an outdoor storage area.

**WHEREAS**, this permit applies to property at 1055 Gervais Avenue.

**WHEREAS**, the legal description of the property is:

The South 290.4 feet of the East 150.00 feet of the Northwest Quarter of Section 9, Township 29, Range 22, Ramsey County, Minnesota. (PIN 09-29-22-24-0038)

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

1. On May 5, 2015, 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.
2. On May 26, 2015, the city council discussed the proposed conditional use permit. They considered reports and recommendations from the planning commission and city staff.

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

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the city's comprehensive plan and 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 (additions are underlined and deletions are crossed out):

1. The approved exterior storage is limited to ~~roll-off containers~~ equipment, trailers and vehicles associated with a ~~roll-off delivery~~ pest and animal control and snow removal business. All vehicles and trailers must be licensed and operable and stored on an approved parking surface.
2. The owner or applicant installing and maintaining a screening fence that is 100 percent opaque around the perimeter of the outdoor storage area. The owner shall maintain and repair the fence so that it remains in good condition and 100 percent opaque.
3. There shall be no noise-making business activity conducted in the property, or made by vehicles entering or leaving the lot, between 7 p.m. and 7 a.m., Monday through Saturday, and not on Sunday as required by city code. This condition shall not prohibit business activity on the property during these hours so long as the business activity does not otherwise violate the provisions of the city ordinance regulating noise.
4. The proposed construction and the outdoor storage on the property 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.
5. The city council shall review this permit in one year.
6. The owner or applicant shall meet the hard surface parking and minimum space requirements as stated in the staff engineer's report, dated April 28, 2015, and required by ordinance.

The Maplewood City Council \_\_\_\_\_ this resolution on May 26, 2015.

## CONDITIONAL USE PERMIT REVISION RESOLUTION

**WHEREAS**, Mike and Sue Laughlin, representing Laughlin Pest Control, applied for a conditional use permit (CUP) revision to allow a commercial building within 350 feet of a residential district.

**WHEREAS**, this permit applies to property at 1055 Gervais Avenue.

**WHEREAS**, the legal description of the property is:

The South 290.4 feet of the East 150.00 feet of the Northwest Quarter of Section 9, Township 29, Range 22, Ramsey County, Minnesota. (PIN 09-29-22-24-0038)

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

1. On May 5, 2015, 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 \_\_\_\_\_ the conditional use permit.
2. On May 26, 2015, the city council discussed the proposed conditional use permit. They considered reports and recommendations from the planning commission and city staff.

**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 (additions are underlined and deletions are crossed out):

1. All construction shall follow the project plans as approved by the city. This shall include providing a driveway to the gate of the storage yard, subject to the requirements of the fire marshal.
2. The approved exterior storage is limited to ~~roll-off containers~~ equipment, trailers and vehicles associated with a ~~roll-off delivery~~ pest and animal control and snow removal business. All vehicles and trailers must be licensed and operable and stored on an approved parking surface.
3. The owner or applicant installing and maintaining a screening fence that is 100 percent opaque around the perimeter of the outdoor storage area. The owner shall maintain and repair the fence so that it remains in good condition and 100 percent opaque.
4. There shall be no noise-making business activity conducted in the property, or made by vehicles entering or leaving the lot, between 7 p.m. and 7 a.m., Monday through Saturday, and not on Sunday as required by city code. This condition shall not prohibit business activity on the property during these hours so long as the business activity does not otherwise violate the provisions of the city ordinance regulating noise.
5. The proposed construction and the outdoor storage on the property 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.
6. The city council shall review this permit in one year.
7. The owner or applicant shall meet the hard surface parking and minimum space requirements as stated in the staff engineer's report, dated April 28, 2015, and required by ordinance. The city council may require more parking spaces should the need arise.
8. The property owner shall keep the site clean of debris and shall cut or remove any noxious weeds.
9. The owners and operators shall only use Maplewood Drive and Gervais Avenue for access to the site. There shall be no truck traffic from this business on Cypress Street or on Keller Parkway.
10. The owner shall not make any changes or modifications to the north 44 feet of the property which will have a negative impact on the managed B wetland to the north of the property. Any changes or modifications proposed by the owner shall be submitted to the city for approval prior to implementation.

The Maplewood City Council \_\_\_\_\_ this resolution on May 26, 2015.

## MEMORANDUM

**TO:** Melinda Coleman, City Manager

**FROM:** Shann Finwall, AICP, Environmental Planner

**DATE:** May 19, 2015

**SUBJECT:** Republic Services' Annual Trash and Yard Waste Performance Review

- a. Approval of the 2014 Trash and Yard Waste Report
- b. Approval of the 2015 Trash and Yard Waste Work Plan

### Introduction

The City-Wide Residential Trash and Yard Waste Service Agreement between the City of Maplewood and Republic Services require that the contractor submit an Annual Report and Work Plan. The Annual Report requires, at a minimum, trash cart sizes, total tons of trash/yard waste/bulky items collected, number of trash cart repairs/warranty issues, service log of residents where education tags were left, log of complaints, and number of households served. The work plan includes proposals for system improvements.

### Background

#### **Annual Report**

The 2014 Annual Report (Attachment 1) summarizes implementation strategies taken by Republic Services and the City in 2014 to improve service:

- Public Education Tools/Enhancement
- Routing Improvements
- Maplewood Solid Waste Management Survey
- Fall Clean Up Campaign
- Trash and Yard Waste Data

The Year End Trash Services Report (attachment to the 2014 Annual Report) summarizes materials collected in 2014 as well as households and sizes of carts participating in the City's trash and yard waste programs. A comparison of trash and yard waste collection in 2013 and 2014 follows:

	<u>2013</u>	<u>2014</u>
• Trash collected	8,007.18 tons	8,134.45 tons
• Bulky items (regular schedule)	28.80 tons	45.04 tons
• Bulky items (Fall Clean Up Campaign)	25.40 tons	19.20 tons
• Yard waste collected	600.88 tons	538.30 tons

A comparison of households participating in the trash and yard waste programs in 2013 and 2014 follows:

	<u>2013</u>	<u>2014</u>
• Single family accounts	8,787	8,760
• Townhome/manufactured home accounts	144	144
• Permanent exemptions	264	264
• Walk up service	51	59
• Yard waste accounts	913	997

### **Annual Work Plan**

The 2015 Work Plan (Attachment 2) includes improvements in routing, RFID (radio frequency identification) monitoring, City Hall Organics Collection Program, Fall Clean Up Campaign, Pay As You Throw price schedule, tour of RRT Facility or Republic Services' Inver Grove Heights facility, and a cart inventory.

### **Annual Performance Review**

The Agreement specifies that the Environmental and Natural Resources Commission and the City Council review Republic Service's performance yearly. The objectives of the review include reviewing and offering feedback on the Annual Report and Work Plan and reviewing the contractor's performance based on feedback from residents.

### **Commission Review**

The Environmental and Natural Resources Commission reviewed and recommended approval of the annual trash report and work plan on March 26, 2015.

### **Budget Impacts**

None

### **Recommendation**

Approve Republic Services' Annual Trash and Yard Waste Performance Review including:

1. Approval of the 2014 Annual Trash and Yard Waste Report (Attachment 1); and
2. Approval of the 2015 Trash and Yard Waste Work Plan (Attachment 2)

### **Attachments**

1. 2014 Annual Trash and Yard Waste Report
2. 2015 Trash and Yard Waste Work Plan

**CITY OF MAPLEWOOD  
AND  
REPUBLIC SERVICES  
TRASH AND YARD WASTE SERVICES  
2014 ANNUAL REPORT**



**Produced by  
Doug Link, Republic Services  
Shann Finwall, City of Maplewood**

## City of Maplewood and Republic Services 2014 Annual Trash and Yard Waste Report

Republic Services began residential trash and yard waste service in Maplewood on October 1, 2012. We believe that the City and its citizens are happy with the service under this agreement and are pleased to present the 2014 annual report which summarizes our efforts to improve upon the service.

**Public education tools/enhancements:** The City’s trash and recycling contractors (Republic Services and Tennis Sanitation) worked with staff to create a new Solid Waste Management Guide for 2015. The guide is more convenient to residents, offering combined information on trash, yard waste, and recycling. Republic Services and Tennis Sanitation covered the cost of printing and postage as part of the trash and recycling agreements. The guide was mailed to all residents eligible for curbside trash and recycling service in January 2015. The annual guide has proven to be valuable public education tool – 40 percent of residents responding to the 2014 Solid Waste Survey stated they learn about the City’s trash and recycling services through the yearly guide. Additionally, 70 percent of residents responding to the survey stated that the City does a good job at educating residents on our trash and recycling programs.



**City of Maplewood**  
**2015 Solid Waste Management Guide**  
**Residential Curbside Trash/Recycling**

Maplewood contracts with two hauling companies for city-wide curbside collection of trash and recycling.

<p><b>Trash Collection</b> Republic Services 651-455-8634 <a href="http://www.republicservices.com/site/minnesota">www.republicservices.com/site/minnesota</a></p>	<p><b>Recycling Collection</b> Tennis Sanitation, LLC 651-459-1887 <a href="http://www.tennissanitation.com">www.tennissanitation.com</a></p>
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The 2015 Solid Waste Guide is designed to inform residents about services and fees associated with the City’s trash and recycling programs. It is also an opportunity to educate residents about other disposal and recycling options.

**General Solid Waste Questions/Comments**  
City of Maplewood 651-249-2305  
[www.ci.maplewood.mn.us/solidwaste](http://www.ci.maplewood.mn.us/solidwaste)  
@MaplewoodGreen

**Trash and Recycling Collection**  
Trash carts are supplied by the city in four sizes. Republic Services manages the trash carts. Recycling carts are supplied by Tennis Sanitation in three sizes. For details on available cart sizes and pricing, refer to the Trash and Recycling Cart Information inside this Guide.

Trash and recycling is collected once a week on one of five day-certain collection routes (Monday through Friday). Place your carts at the curb by 6:00 am on your collection day. Place carts at least three feet apart and clear of obstructions. City code requires carts to be removed from the curb by 6:00 am on the day after collection.

**2015 Holiday Schedule**  
If your normal trash/recycling pickup falls on or after the holiday listed below, your pickup will be delayed by one day for that week only.

Jan 1 New Year's Day	Nov 26 Thanksgiving
Thurs Mon-Wed no route change	Thurs Mon-Wed no route change
Thurs-Fri delayed 1 day	Thurs-Fri delayed 1 day
May 25 Memorial Day	Dec 25 Christmas
Mon All routes delayed 1 day	Fri Fri delayed 1 day
July 4 Independence Day	Jan 1 New Year's Day (2016)
Sat All routes as scheduled	Fri Fri delayed 1 day
Sept 7 Labor Day	
Mon All routes delayed 1 day	

**RESIDENTIAL TRASH SERVICE**



651-455-8634  
[www.republicservices.com/site/minnesota](http://www.republicservices.com/site/minnesota)

**Trash Service Rates**  
Monthly trash rates listed below are effective APRIL 1, 2015 THROUGH APRIL 1, 2016. Rates reflect all taxes and fees.

Size	Collection	Price
20 gal	every other week	\$7.02*
20 gal	every week	\$9.53
32 gal	every week	\$10.85
65 gal	every week	\$12.16
95 gal	every week	\$13.62

**\*20 Gallon Every Other Week Schedule**  
This service is for low-volume trash generators and requires approval by the City. This service allows you to place a 20 gallon trash cart out for pickup on your normal trash pickup day, every other week as follows: Jan 5/19, Feb 2/16, Mar 2/16/30, Apr 13/27, May 11/25, Jun 8/22, Jul 6/20, Aug 3/17/31, Sept 14/28, Oct 12/26, Nov 9/23, Dec 7/21.

  
20 Gallon (with seat)

  
32 Gallon

  
65 Gallon

  
95 Gallon

**Special Services**  
**Vacation credit (Trash Service Only)**  
Residents taking extended vacation of at least three or more weeks are eligible for vacation credits. Contact Republic Services to set up vacation credits.

**Walk Up Service (Trash and Recycling Service)**  
Residents with physical limitations can apply for walk up service through the City of Maplewood. Your trash and recycling will be collected from the front of your garage. Contact the City to set up walk up service.

**Townhome/Manufactured Home Trash Collection**  
Townhomes and manufactured homes can opt into the City's trash service at the rates listed above. Contact the City for details.

City of Maplewood  
1830 County Road B East  
Maplewood, MN 55109  
[www.ci.maplewood.mn.us/solidwaste](http://www.ci.maplewood.mn.us/solidwaste)  
@MaplewoodGreen



Printed on 100% recycled paper.

### 2015 Maplewood Solid Waste Management Guide

### RESIDENTIAL RECYCLING SERVICE

**TENNIS Sanitation Recycling**  
www.tennis-sanitation.com | 651-459-1887

Place all your recyclables directly into your cart. No need to bag them, except for shredded paper and textiles. If you bag your recyclables, please use paper bags or dump the items out of the plastic trash bags into the cart, then reuse or recycle the bag. Loose bags cause issues for the mechanical equipment used for sorting at the Recycling Facility.

**Paper**

- Beverage Boxes
- Cardboard Tubes
- Boxboard
- Egg Cartons
- Frozen Food Boxes
- Magazines
- Mixed Paper
- Newspapers & Inserts
- Phone Books
- Pizza Boxes
- Shredded Paper (Bagged and Sealed)
- Unwanted Mail

**Glass**

- Bottles
- Jars

**Plastics**

- Beverage Containers #1-7 (No Styrofoam)
- Clear Clamshell Packaging
- Drained Oil Bottles
- Large Plastic Items
- Yogurt Containers
- Flower and Shrub Pots
- Landscape Edging
- Plastic Bags

**Cartons**

- Dairy, Soup and Juice Cartons

**Metals**

- Cans (Tin, Aluminum and Aerosol)
- Household Metal (2 ft or Smaller)
- Pots and Pans
- Silverware

**Linens**

- Clothing
- Shoes

**The Following Items Should NOT Go Into Your Recycling Cart:**

<ul style="list-style-type: none"> <li>Boxes with Food Residue (Produce, Deli or Black Take-Out Containers)</li> <li>Ceramics/Pottery</li> <li>Corks</li> <li>Cups (Paper &amp; Plastic)</li> <li>Dishware</li> <li>Food Storage Bags with Zippers</li> <li>Glass Cookware</li> </ul>	<ul style="list-style-type: none"> <li>Hoses</li> <li>Household Garbage</li> <li>Light Bulbs</li> <li>Mirrors</li> <li>Napkins/Paper Plates</li> <li>Sharps/Needles</li> <li>Soiled Paper</li> <li>Styrofoam</li> <li>Window Glass</li> <li>Gift Wrapping Paper</li> <li>Vinyl Siding</li> </ul>
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**Household Hazardous Waste**

If a container has the words Caution, Warning, Danger, or Poison on the label and still has product inside, it doesn't belong in the trash or recycling carts. For information on disposing these items visit RamseyAtoZ.com or call 651-633-EASY (3279) 24/7.

**Free Recycling Containers for Events**

Maplewood has a supply of Clear Stream recycling and organics recycling containers for use at your next event. Contact the City at 651-249-2305 to reserve yours at no charge.

**Recycling Service Rates**

Monthly recycling rates are set by the City Council yearly. The 2015 monthly recycling rate is \$3.03 and is billed on your water bill.

**Recycling Carts**

Recycling carts are available in three sizes: 32 gal., 65 gal., and 95 gal. Contact Tennis Sanitation to change cart sizes.

**Put Your Food Scraps to Work**

You can bring your food waste and non-recyclable paper organics to six of the Ramsey County yard waste sites for free (does not include the Arden Hills site). This material is then made into compost. Open to Ramsey County residents only.

Drop Off Organics at Ramsey County Yard Waste Sites

For more information on organics recycling, visit RamseyAtoZ.com or call 651-633-EASY (3279) 24/7.

### RESIDENTIAL TRASH SERVICE

**REPUBLIC SERVICES**

**Special Collection**

**Christmas Tree Pickup**

Free to residents with City trash service during the first two weeks of January.

**Bulky Item and Appliance Collection**

For an additional fee, Republic Services provides pickup of appliances and bulky items. The cost of collection ranges from \$5.00 to \$30.00 per item. Contact Republic Services for pricing and to set up bulky item and appliance collection.

**Yard Waste**

**Curbside Yard Waste Collection**

For an additional fee, Republic Services provides pickup of yard waste. Yearly yard waste subscription includes a 65 gallon yard waste cart which is picked up once a week on your regularly scheduled trash day, from April 15 - November 30, 2015 (weather permitting). Contact Republic Services to set up yard waste collection.

- What Can I Dispose of in the Yard Waste Cart?**
- Garden waste, leaves, lawn cuttings and small tree branches (less than 3" in diameter and 5' in length).
- Place yard waste loosely in the cart or in a paper or compostable bag and place in the cart.

- Yard Waste Service Rates**
- 2015 yard waste rates are as follows:

Annual Subscription	\$79.90
Per Paper or Compostable Bag	\$3.50

- (For bags left outside of the cart or a one time scheduled pickup.)

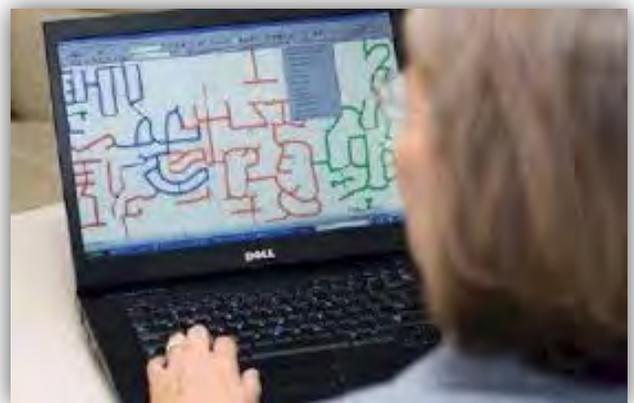
**Ramsey County Yard Waste Sites**

Free year-round yard waste drop off at Ramsey County Yard Waste sites. For more information on yard waste drop off, visit RamseyAtoZ.com or call 651-633-EASY (3279) 24/7.

## 2015 Maplewood Solid Waste Management Guide

**Routing improvements:** Republic Services has continued to fine tune the routing in Maplewood to reduce truck traffic and be as efficient as possible. Each year we evaluate the Maplewood routes with our routing software to determine if changes need to be made. Following is a summary of 2014 routing improvements:

- 1) Republic Services was able to reduce 440 hours in route time by reconfiguring one municipal solid waste route in 2014. This has resulted in a decrease of fuel consumption by 1,750 gallons, reducing the trash service carbon footprint in the community. (Refer to Appendix B for additional route information.)



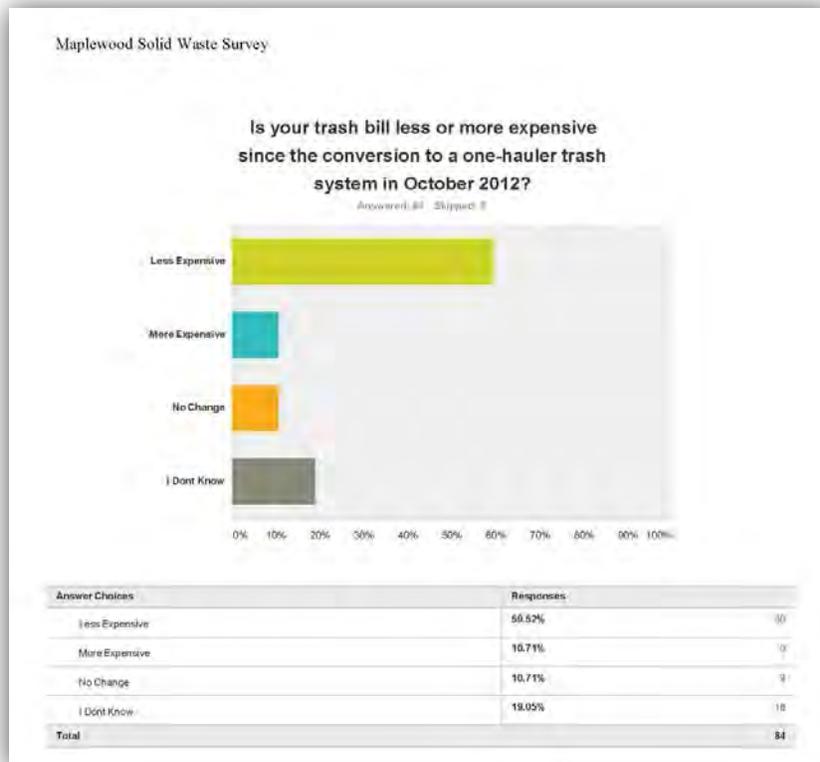
**Routing Software Assists in Creating More Efficient Trash/Yard Waste Routes**

2) Republic Services supplies Maplewood residents with 65 gallon carts for yard waste service. The carts were originally tipped manually into a rear loaded truck. In 2014 Republic Services converted the pick up of yard waste to automated trucks. This allows us to complete the route quicker and reduces employee exposure to lifting injuries. Because of this improvement, Republic Services spends approximately eight to ten hours less per week collecting yard waste in Maplewood, saving about 1,000 gallons of fuel per yard waste season (April to November).



**65 Gallon Yard Waste Cart**

**Maplewood Solid Waste Management Survey:** Republic Services assisted the City of Maplewood in the creation of an on-line Solid Waste Management Survey (see Appendix B). The survey questions were drafted to evaluate the City’s solid waste programs, including trash hauling, yard waste, recycling, and bulky item collection. The City advertised the survey in the Fall edition of Seasons. A total of 79 residents went on-line and took the survey.



**2014 Maplewood Solid Waste Survey**

**Fall Clean-up Campaign:** Republic Services assisted the City with its second Fall Clean Up Campaign which was held during the second and third weeks in October. The Campaign offers half-price curbside bulky item collection and an educational component focusing on reducing, reusing, and recycling. During the 2014 Fall Clean Up Campaign 330 properties participated with a total of 19.2 tons of bulky items collected including appliances, electronics, mattresses, old furniture, and carpet. Refer to the 2014 Year End Trash Service Report on Attachment 1 for additional information on items collected during the Campaign.

## Fall Clean Up Campaign (Second and Third Week in October)

### What is the Fall Clean Up Campaign?

A campaign that focuses on curbside bulky item pick up and household item reuse and recycling. The main component of the campaign includes curbside collection of bulky items at 50% off the City's trash hauling contracted rate. The Campaign is also an opportunity to notify residents of reuse and recycling opportunities for all household items.

### When does it take place?

Reduced cost curbside bulky item collection will take place the second and third weeks in October 2014 (Oct. 6-10 and Oct. 13-17).

### Who can participate?

All residents that have curbside recycling are eligible to schedule bulky item pick up during the event (including townhomes and manufactured homes that have not opted into the City's trash program).

### How do I pay for the service?

Residents with City-wide trash service with Republic Services will be billed for the service on their bi-monthly trash bill. Residents who wish to use the service but are not included in the City-wide trash service (some townhomes and manufactured homes) must pre-pay via credit card.

### How do I schedule curbside bulky item pick up?

Contact Republic Services at 651.455.8634.

### Does Republic Services offer curbside bulky item pick up year-round?

Yes, the City's contract with Republic Services ensures that curbside bulky item pick up is available to residents year round. The 50% discount, however, will only be valid during the Fall Clean Up Campaign.

### Will the City still have a Spring Clean Up event to drop off bulky items?

Yes, the City's annual Spring Clean Up is tentatively scheduled for Saturday, April 18, 2015, at Aldrich Arena.

### Where else can I dispose or recycle my bulky items?

Ramsey County's Going Green Guide has disposal and recycling information for a variety of materials. For more information click on RamseyAtoZ.com or call 651.633.EASY (3279). Answered 24/7.

**What does it cost?** *The prices listed below reflect a 50% reduction from the contracted price.*

Bulky Items	Price
Bathtub (cast iron) .....	\$12.00
Bathtub (steel or fiberglass) .....	10.00
Bed (headboard/floorboard) .....	6.00
Bed Frame .....	5.00
Book Case .....	7.00
Couch .....	9.00
Couch w/ hide a bed .....	12.00
Desk .....	7.00
Dining Room Table .....	10.00
Dresser .....	7.50
End Table .....	5.00
Grill (charcoal) .....	5.00
Grill (gas - no propane tanks) .....	7.50
Hutch .....	10.00
Kitchen Chair .....	3.75
Kitchen Table .....	10.00
Lawnmower or snow thrower .....	12.00
(liquids must be drained)	
Love Seat .....	10.00
Mattress or Box Spring (king size) .....	12.00
Mattress or Box Spring (queen Size) .....	12.00
Mattress or Box Spring (twin Size) .....	7.50
Office Chair .....	5.00
Recliner/ EZ Chair .....	7.50
Roll of Carpet (cut down) .....	2.50
Tire .....	10.00
Tire with rim .....	12.00
Toilet .....	7.00
Appliances .....	15.00
Electronics .....	15.00

## Fall Clean Up Campaign Education Material

**Trash and Yard Waste Data:** This data is included on the attached Year End Trash and Yard Waste Services Report and contains information on the amount of municipal solid waste, yard waste, and bulky items collected throughout the year as well as the number of households and sizes of carts participating in the City's trash and yard waste program. Moving forward this data can be used to compare the amount of trash and yard waste collected from year to year, which is helpful in determining if the City and Contractor's waste reduction education and programs are working.

Waste collected through the City's trash service is brought to the Resource Recovery Facility in Newport. There it is sorted to capture materials that can be recycled. The remaining material is created into resource derived fuel which is used to create energy. In 2014 Republic Services collected 8134 tons of municipal solid waste from Maplewood residential properties. According to the Resource Recovery Facility information, this amount of waste converts to the equivalent of generating enough electricity for around 500 homes in one year!

In 2014 Republic Services also collected 538 tons of yard waste and 45.04 tons of bulky items during the regular bulky item pick up, and an additional 19.2 tons of bulky items during the City's Fall Clean up Campaign.

## 2014 Maplewood Year-End Trash Services Report - Submitted by Republic Services

Collection Service Levels	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sept		Oct		Nov		Dec		Year End		
	Jan	Feb																									
20 Gallon EOW	140	153	154	154	151	153	153	153	153	153	153	153	155	155	154	155	155	155	155	155	155	155	155	155	155		
20 Gallon Weekly	376	370	372	372	372	363	399	414	414	414	414	414	364	364	362	360	360	361	357	358	358	357	357	357	357		
32 Gallon Weekly	978	977	975	975	975	976	75	75	7	9	9	0	977	976	980	976	976	978	972	972	972	967	967	967	967		
65 Gallon Weekly	3232	3243	3249	3249	3263	3280	315	315	225	222	222	0	3296	3275	3275	3306	3306	3308	3308	3318	3318	3301	3301	3301	3301		
95 Gallon Weekly	3959	3962	3960	3960	3953	3946	308	308	226	226	222	0	3927	3911	3911	3920	3920	3920	3920	3922	3922	3892	3892	3892	3892		
2/32 Gallon Weekly	4	4	4	4	4	5	0	0	60	60	60	0	4	4	4	3	3	3	3	3	3	3	3	3	3		
2/65 Gallon Weekly	74	74	70	70	69	59	4	4	4	4	4	4	4	4	64	69	69	68	71	71	71	65	65	65	65		
2/95 Gallon Weekly	12	12	12	12	12	12	134	134	200	200	200	0	12	11	11	12	12	12	12	12	12	12	11	11	11		
4/95 Gallon Weekly	7	7	7	7	7	7	0	0	0	0	0	0	7	5	5	7	7	7	7	7	7	7	5	5	5		
5/95 Gallon Weekly	1	1	1	1	1	1	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
<b>Account Information</b>																											
Single family accounts	8,643	8,661	8,664	8,664	8,667	8,662	8,677	8,677	8,673	8,627	8,627	8,613	8,813	8,817	8,822	8,822	8,822	8,817	8,822	8,822	8,822	8,822	8,822	8,822	8,822	8,760	
Townhome/manufactured home accounts	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144
Permanent exemptions	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264	264
Walk up services	51	56	58	58	58	58	59	59	59	59	59	59	59	59	59	59	59	59	59	59	59	59	59	59	59	59	59
Yard waste accounts	906	912	923	923	970	1001	1005	1005	1005	1007	1007	1007	1007	1007	1007	1007	1007	1007	1007	1007	1000	1000	997	997	997	997	
<b>Containers in use</b>																											
20 Gallon EOW	140	153	154	154	151	153	153	153	153	153	153	153	155	155	154	155	155	155	155	155	155	155	155	155	155	155	155
20 Gallon Weekly	376	370	372	372	372	363	399	414	414	414	414	414	364	364	362	360	360	361	357	358	358	357	357	357	357	357	
32 Gallon Weekly	978	977	975	975	975	976	75	75	7	9	9	0	977	976	980	976	976	978	972	972	972	967	967	967	967	967	
65 Gallon Weekly	3232	3243	3249	3249	3263	3280	315	315	225	222	222	0	3296	3275	3275	3306	3306	3308	3308	3318	3318	3301	3301	3301	3301	3301	
95 Gallon Weekly	3959	3962	3960	3960	3953	3946	308	308	226	226	222	0	3927	3911	3911	3920	3920	3920	3922	3922	3892	3892	3892	3892	3892	3892	
2/32 Gallon Weekly	8	8	8	8	8	10	0	0	60	60	60	0	4	4	4	3	3	3	3	3	3	3	3	3	3	3	
2/65 Gallon Weekly	148	144	140	140	138	118	4	4	4	4	4	4	4	4	128	138	138	136	142	142	142	130	130	130	130	130	
2/95 Gallon Weekly	36	36	36	36	36	36	36	36	36	36	36	36	36	36	33	36	36	36	36	36	36	36	33	33	33	33	
4/95 Gallon Weekly	28	28	28	28	28	28	28	28	28	28	28	28	28	28	20	28	28	28	28	28	28	28	20	20	20	20	
5/95 Gallon Weekly	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
Trash carts in use	8918	8934	8935	8935	8937	8923	8949	8944	8884	8938	8941	8948	8872	8872	8872	8872	8872	8872	8872	8872	8872	8872	8872	8872	8872	8872	
<b>Trash Cart Inventory</b>																											
20 Gallon	135	135	133	133	128	132	130	130	0	56	56	77	77	77	71	71	71	71	71	71	71	71	71	71	71	71	71
32 Gallon	440	440	386	386	399	414	414	414	0	68	68	99	99	99	101	101	101	99	101	101	101	249	249	249	249	249	
65 Gallon	257	257	85	85	75	7	9	9	0	11	11	2	2	2	4	4	4	2	4	4	4	1	1	1	1	1	
95 Gallon	226	226	308	308	315	225	222	222	0	143	143	137	137	128	126	126	126	128	126	126	126	108	108	108	108	108	
<b>Trash Carts to be Purchased</b>																											
Size	0	0	0	0	0	60	60	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Trash Cart Parts to be Purchased</b>																											
Trash Cart Warranty Issues	0	0	0	0	0	200	200	200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Trash Cart Activity</b>																											
Volume switches	22	32	17	17	4	9	21	21	15	30	30	19	19	19	15	15	15	15	15	15	15	14	14	14	14	217	
Replacement/Repair	46	42	16	16	40	21	33	33	22	24	24	22	23	23	25	25	25	23	25	25	25	22	22	22	22	341	
Removal	22	15	16	16	6	32	33	34	31	39	39	24	24	24	15	15	15	15	15	15	15	37	37	37	37	314	
Delivery	28	29	33	33	6	47	58	39	39	49	26	39	39	39	14	14	14	14	14	14	14	31	31	31	31	399	
Remove Yardwaste	1	1	1	1	1	38	3	3	4	0	4	4	4	4	4	4	4	4	4	4	4	2	2	2	2	62	
Add Yardwaste	0	1	6	6	0	7	12	12	2	4	4	7	7	7	7	7	7	7	7	7	7	4	4	4	4	45	
Total Activity	119	120	89	89	57	154	165	165	113	146	146	102	132	132	75	75	75	75	75	75	75	106	106	106	106	1378	

## 2014 Maplewood Year-End Trash Services Report - Submitted by Republic Services

Disposal Information in Tons	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sept		Oct		Nov		Dec		Annual Total
	Jan	Feb	Jan	Feb	Jan	Feb	Jan	Feb	Jan	Feb	Jan	Feb	Jan	Feb											
MSW (trash) collected	603.80	498.41	559.44	679.60	562.66	731.92	805.89	738.13	807.45	784.82	648.25	714.08	8134.45												
Yard waste collected	0	0	0	33.04	100.77	106.92	66.17	43.41	62.1	85.62	40.27	0	538.30												
Bulk items collected	1.04	1.98	2.33	3.62	4.86	6.2	5.01	5.48	8.4025	19.28	3.26	2.775	64.24												
Tippling Fee per ton RRT Newport	\$ 56.81	\$ 56.81	\$ 56.81	\$ 3.62	\$ 56.81	\$ 56.81	\$ 56.81	\$ 56.81	\$ 56.81	\$ 56.81	\$ 56.81	\$ 56.81	\$ 56.81												
<b>Delinquent Accounts</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>													
Total Accounts Past Due	1,148	1,627	1,043	1,964	1,062	2,038	2,462	2,959	1,898	2,439	2,358	2,739													
30 days past due	\$290.34	\$33,493.06	\$25,249.95	\$59,158.00	\$810.58	\$51,338.86	\$2,526.98	\$50,631.13	\$1,370.63	\$43,085.54	\$2,323.06	\$50,124.04													
60 days past due	\$25,278.21	\$227.08	\$0.00	\$15,803.00	\$28,922.86	\$1,798.81	\$34,207.18	\$938.71	\$27,272.06	\$747.86	\$27,487.82	\$887.36													
90 days past due	\$635.43	\$14,232.15	\$208.74	\$0.00	\$13,060.63	\$19,560.30	\$1,692.72	\$23,601.95	\$557.04	\$16,342.28	\$356.85	\$18,973.66													
120 days past due	\$12,571.04	\$232.56	\$12,300.70	\$79.00	\$0.00	\$10,571.82	\$16,861.03	\$1,282.34	\$15,657.88	\$172.54	\$13,629.52	\$285.54													
150 days past due	\$456.04	\$8,879.77	\$191.68	\$10,501.00	\$79.79	\$0.00	\$9,720.59	\$13,886.89	\$967.21	\$9,494.58	\$156.01	\$10,609.76													
180 days past due	\$11,628.94	\$9,002.34	\$15,610.91	\$14,846.00	\$23,365.52	\$20,811.01	\$19,866.47	\$27,217.15	\$35,150.94	\$28,007.79	\$34,654.66	\$29,638.78													

Type of Educational Call/Tag	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual Total
Bulk Items out not scheduled	2		1	2	1	3	2	2	4	2	1		20
Cart Placement	6	10	3	3	3	3	2	1			1		32
Increase Service Level	1								1				6
Using Personal Can/Plastic Bags	2		1										3
Using old hauler can													0
Oversized item													0
Prohibited item in trash				1	1		3						5
Yardwaste in plastic bags				2	4			3		5	4		18
Yardwaste in trash cart													0
Yardwaste out but not on program						1	2						3
Clear snow		1										2	3
Set Out Time			1		1								2
Christmas Tree Issue													0
Locked lid													0
Trash in YW Cart													0
Total	11	11	6	10	10	7	9	8	5	7	6	2	92
<b>Customer Complaints/Compliments</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Annual Total</b>
# of monthly complaints/compliments	0	2	2	2	6	0	0	0	0	0	0	0	12
<b>Type of Safety and Accidents</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Annual Total</b>
	0	0	0	0	0	0	0	0	0	0	0	0	0

City Wide Clean Up Oct	Tons/Qty
Bulk Collections	19.2
Appliances/Electronics	111 items
Homes Bulks serviced	330
Homes Appliance / Electronic serviced	90 items

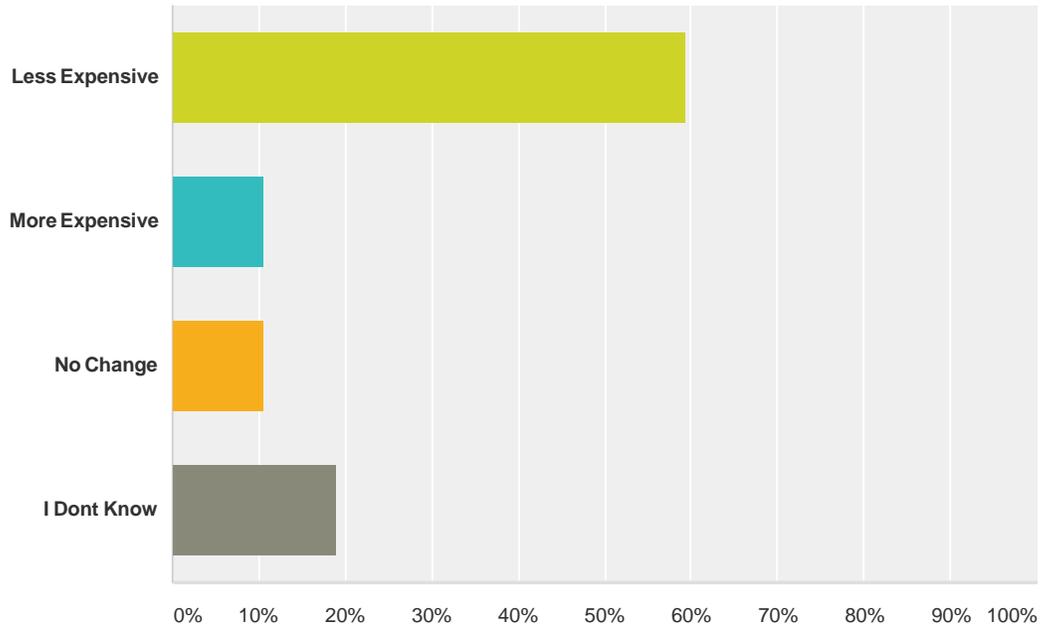
Route Number	Mon	Tue	Wed	Thu	Fri	Total
Route #512	1001	817	940	767	900	
Route #513	918	330	906	766	921	
Route #502	502	0	75	0	0	
Total Lifts	2421	1147	1921	1533	1821	8843

# 2014 Maplewood Solid Waste Survey



### Is your trash bill less or more expensive since the conversion to a one-hauler trash system in October 2012?

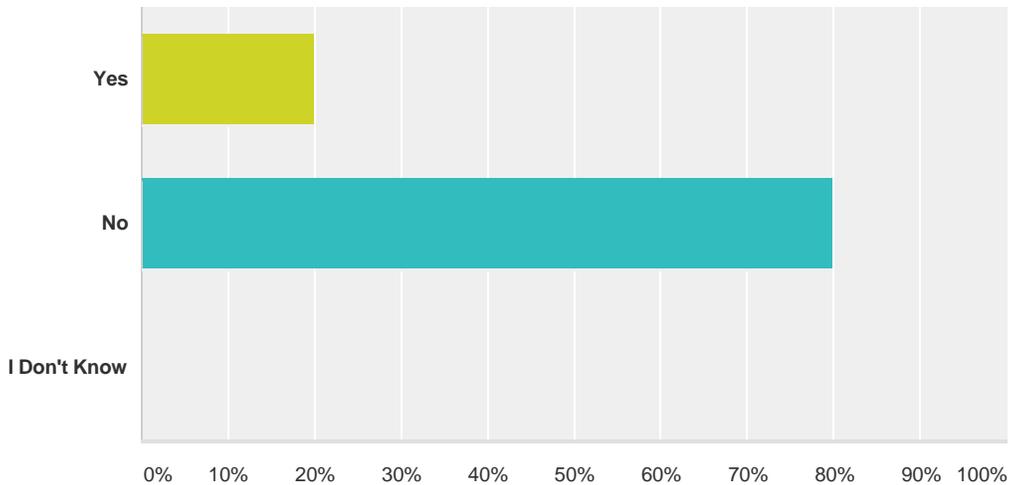
Answered: 84 Skipped: 2



Answer Choices	Responses	
Less Expensive	59.52%	50
More Expensive	10.71%	9
No Change	10.71%	9
I Dont Know	19.05%	16
<b>Total</b>		<b>84</b>

### Have you ever scheduled a bulky item pick up (appliances, mattresses, etc.) with Republic Services?

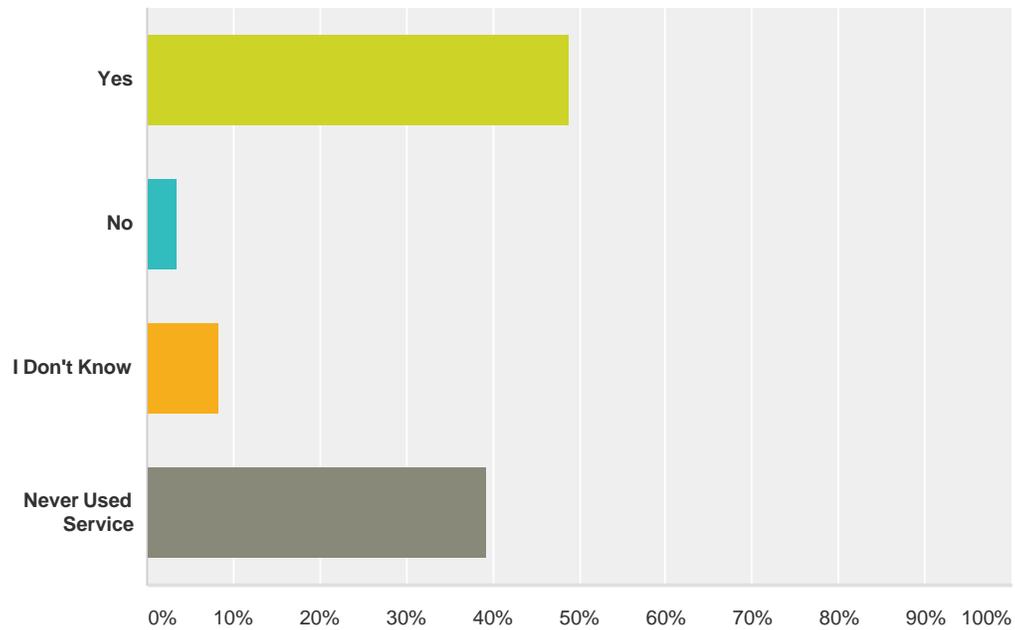
Answered: 85 Skipped: 1



Answer Choices	Responses	
Yes	20.00%	17
No	80.00%	68
I Don't Know	0.00%	0
<b>Total</b>		<b>85</b>

### Do you think the range of materials accepted by Republic Services' curbside collection program adequate?

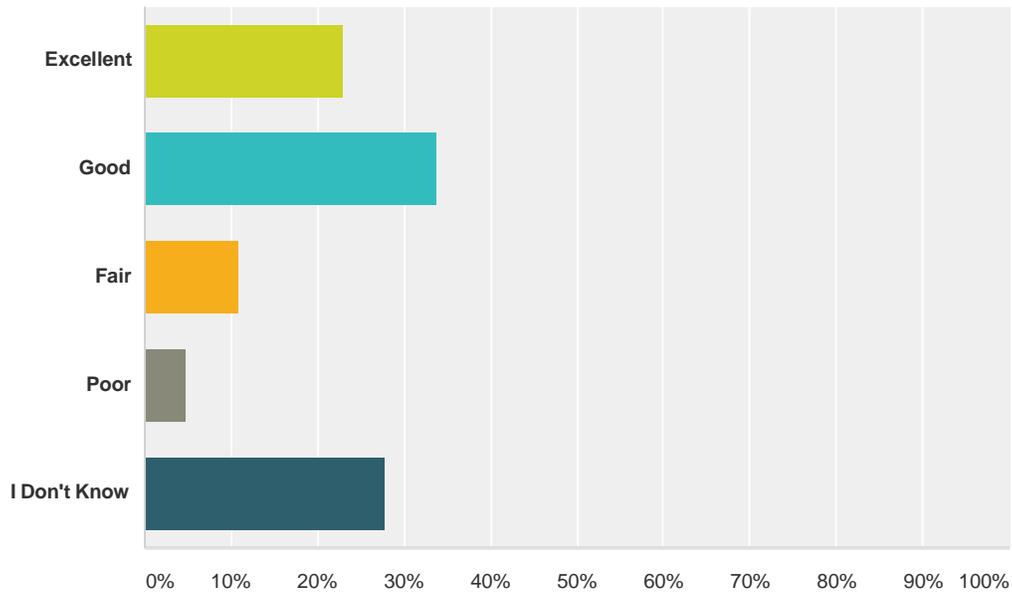
Answered: 84 Skipped: 2



Answer Choices	Responses	
Yes	48.81%	41
No	3.57%	3
I Don't Know	8.33%	7
Never Used Service	39.29%	33
<b>Total</b>		<b>84</b>

### How would you rate Republic Services' customer service?

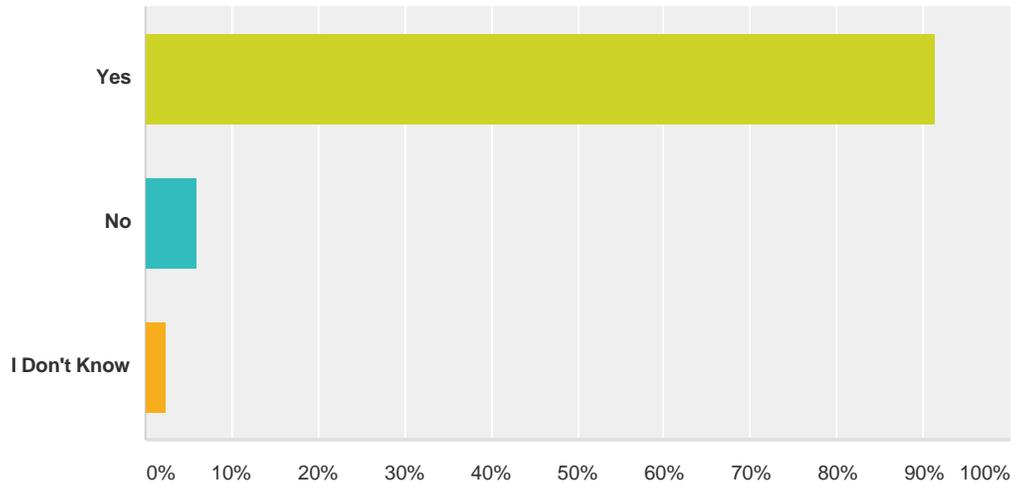
Answered: 83 Skipped: 3



Answer Choices	Responses	
Excellent	22.89%	19
Good	33.73%	28
Fair	10.84%	9
Poor	4.82%	4
I Don't Know	27.71%	23
<b>Total</b>		<b>83</b>

### Do you like the new recycling carts provided by Tennis Sanitation?

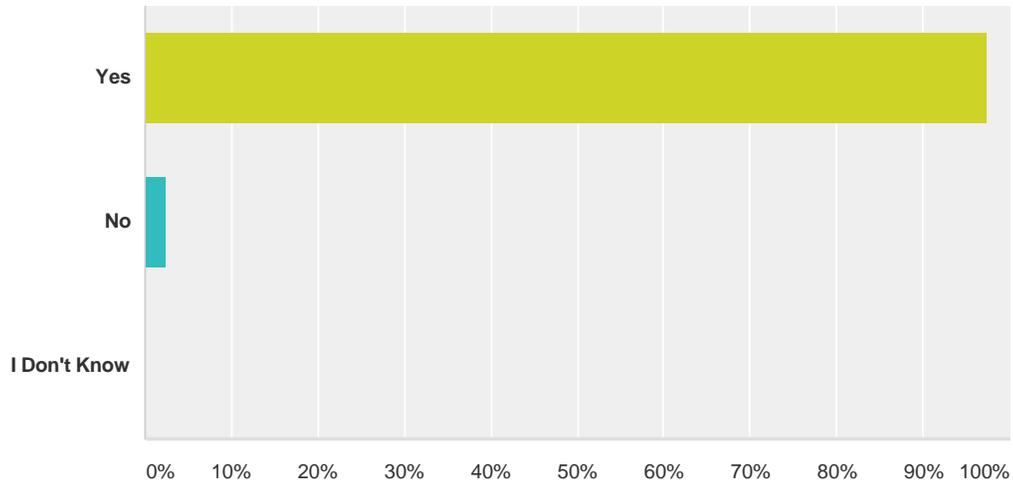
Answered: 82 Skipped: 4



Answer Choices	Responses
Yes	91.46% 75
No	6.10% 5
I Don't Know	2.44% 2
<b>Total</b>	<b>82</b>

### Are you familiar with the types of materials that can be recycled in the City's single sort recycling program?

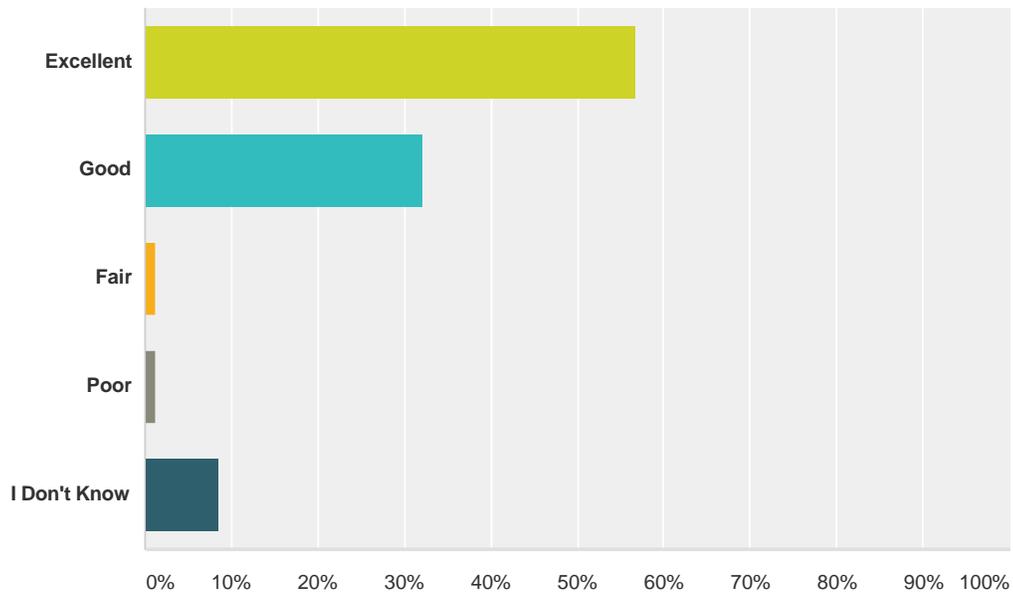
Answered: 83 Skipped: 3



Answer Choices	Responses
Yes	97.59% 81
No	2.41% 2
I Don't Know	0.00% 0
<b>Total</b>	<b>83</b>

### How would you rate Tennis Sanitation's customer service?

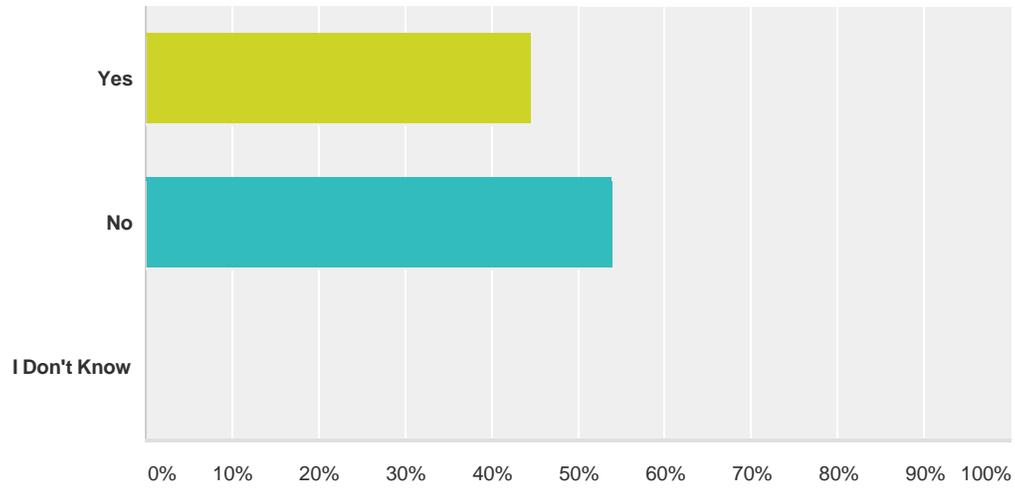
Answered: 81 Skipped: 5



Answer Choices	Responses	Count
Excellent	56.79%	46
Good	32.10%	26
Fair	1.23%	1
Poor	1.23%	1
I Don't Know	8.64%	7
<b>Total</b>		<b>81</b>

### Have you ever brought items to the City's Spring Clean Up Event hosted at Aldrich Arena?

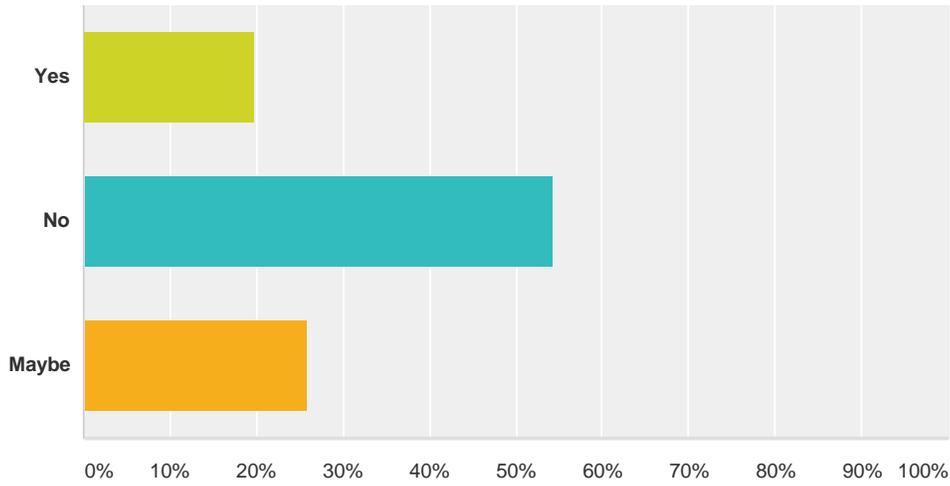
Answered: 85 Skipped: 1



Answer Choices	Responses	
Yes	44.71%	38
No	54.12%	46
I Don't Know	1.18%	1
<b>Total</b>		<b>85</b>

**Would you be interested in a curbside organics collection program for a small monthly fee (organics include food scraps, meat, dairy, and paper that can't be recycled such as paper plates and napkins)?**

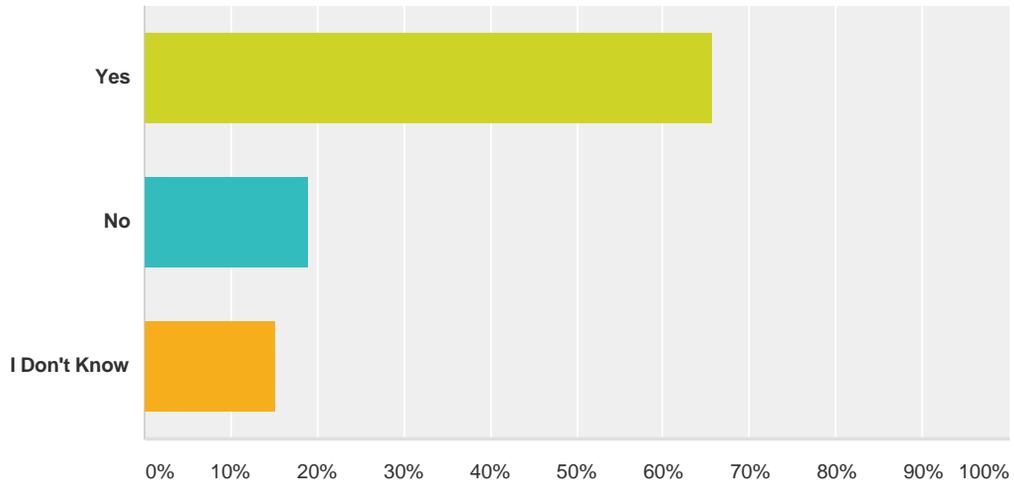
Answered: 81 Skipped: 5



Answer Choices	Responses	
Yes	19.75%	16
No	54.32%	44
Maybe	25.93%	21
<b>Total</b>		<b>81</b>

### Do you think the City does enough to educate residents on our trash and recycling programs?

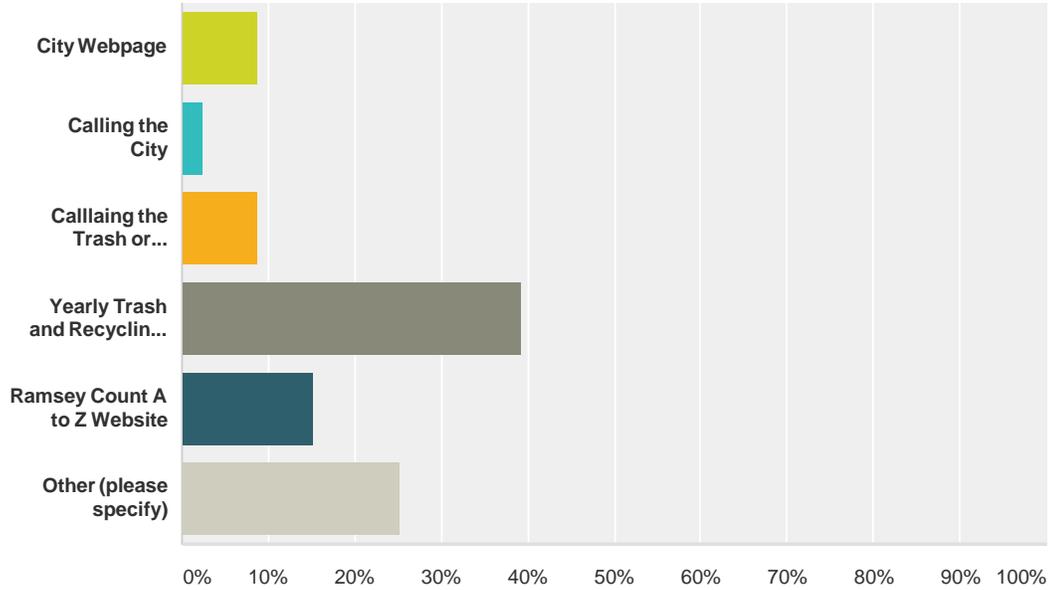
Answered: 79 Skipped: 7



Answer Choices	Responses	
Yes	65.82%	52
No	18.99%	15
I Don't Know	15.19%	12
<b>Total</b>		<b>79</b>

### How do you learn about, or get answers to trash and recycling questions? Check all that apply

Answered: 79 Skipped: 7



Answer Choices	Responses
City Webpage	8.86% 7
Calling the City	2.53% 2
Calllaing the Trash or Recycling Contractor	8.86% 7
Yearly Trash and Recycling Brochure	39.24% 31
Ramsey County A to Z Website	15.19% 12
Other (please specify)	25.32% 20
<b>Total</b>	<b>79</b>

# City of Maplewood

## City Council Meeting Sign-Up Sheet

### For Agenda Items and Visitor Presentations

*By putting your name and address on this sheet, you are indicating which agenda item you would like to discuss with the City Council*

Date: May 26, 2015

	<u>Name - First &amp; Last</u> <small>(please print clearly)</small>	<u>Address</u>	<u>Agenda Item</u>
1.	<u>Bob Zick</u>	<u>NSP</u>	<u>L</u>
2.	<u>JOHN WYKOFF</u>	<u>2345 MARYLAND AVE, E.</u>	<u>HANDS ON - JOBS!</u>
3.	<u>DAVE JOHNSON</u>	<u>2587 Lydia E</u>	<u>VP</u>
4.	<u>Lawnie Johnson</u>	<u>2587 Lydia Ave E</u>	<u>VP</u>
5.	<u>Diana Longie</u>	<u>1321 Frost Ave E Business</u> <u>1771 Burr St Home</u>	<u>H3</u>
6.	<u> </u>	<u> </u>	<u> </u>
7.	<u> </u>	<u> </u>	<u> </u>
8.	<u> </u>	<u> </u>	<u> </u>
9.	<u> </u>	<u> </u>	<u> </u>
10.	<u> </u>	<u> </u>	<u> </u>
11.	<u> </u>	<u> </u>	<u> </u>
12.	<u> </u>	<u> </u>	<u> </u>
13.	<u> </u>	<u> </u>	<u> </u>
14.	<u> </u>	<u> </u>	<u> </u>
15.	<u> </u>	<u> </u>	<u> </u>

Meeting Date: 5.26.2015 Council Meeting

Agenda Item#: L. Visitor PRESENTATION

Maplewood City Council Visitors presentation 5/26/2015 by Dave and Laurie Johnson.

Requesting that this document be made as a matter of record to tonight's council minutes.

I attended the Maplewood Parks & Recreations Commission Meeting on 5/20/2015 to address agenda item 7B – Joy Park Project.

I arrived early and spoke with the chair and a commission member asking if I should address the commission during visitor's presentation or during the discussion of the actual agenda item. I shared with the commission chair and a commission member the scope of the concerns I was bringing forward. Both agreed that I should address the commission during the agenda item.

When the Joy Park discussion and questions had ended, I was given the nod to approach the podium. Before I started speaking, Mr. Ron Cockriel proceeded to tell the chair and other commissioners that the individual at the podium cannot speak on anything other than the agenda item.

My opening statement was: "Maplewood Parks Department spending \$175, 000 for playground and picnic shelters. How is that going to benefit Maplewood residents? Only NSP residents border Joy Park. Two houses away from Joy Park is Dorothy Park in North St. Paul that has all kinds of playground equipment".

During the course of my addressing the commission I was interrupted loudly and rudely numerous times by Mr. Cockriel. Further, he disrespected the position of the chairwoman by his behavior.

After the meeting was adjourned, I was waiting for a commission member who asked me to stay after to exchange contact information. As Mr. Cockriel walked past me I said to him that he had been out of line. Mr. Cockriel said to me "F\_\_ K You". Most of the commissioners and parks manager, James Taylor, were present and heard. He then called me an asshole when I told him that he was a bully. Mr. Cockriel had his bicycle parked in the council chambers and in leaving the building with his bicycle, he intentionally pushed his bicycle into me near the lobby area of City Hall. Once I was outside of City Hall, Mr. Cockriel was waiting for me as I walked out with a commission member. He then, in a menacing demeanor, demanded to know where I lived. The parks manager was present and said nothing. I was bullied and threatened!

I am here tonight because I will not be bullied or threatened by any appointed or elected official. I will not be afraid to speak at any city meeting.

I have contacted Ms. Karen Haag for a copy of the surveillance footage for the City Hall entry way.

LAURIE JOHNSON

I watched what happened at the commission meeting on channel 16. I was astounded at the rude and abusive behavior of Mr. Ron Cockriel. When Dave came home and told me how he was assaulted after

the meeting and how Mr. Cockriel, in a threatening manner, asked where he lived, I was fearful of Mr. Cockriel's retaliation. The police were called and a police report was filed.

Isn't it true that this Council wants an open and transparent meeting policy where taxpayers feel welcomed to come with concerns?

Right?

This was not the case last Wednesday. You as elected officials need to address the issue of commission members treating taxpayers with respect. Mr. Cockriel's actions are a liability to the city and taxpayers, and he should be removed from the Park and Recreations Commission. For your information, this is not the first time Mr. Cockriel has been abusive to a Maplewood resident while serving as an appointed commissioner. There are emails which can be provided if you need them.

Dave and I are Maplewood taxpayers Even though our home abuts North St. Paul and receive all utility services from North St. Paul; Maplewood fought a long Court battle to keep our property within Maplewood's city boundaries by opposing our petition for annexation to North St. Paul.

You fought to keep our property and our tax dollars in Maplewood. Now, its' time for you to fight for us as residents, to defend our rights, our speech and peace of mind that we not be subjected to threats and bully tactics like Mr. Cockriel's at public meetings.

Thank you for your time.

## City of Maplewood and Republic Services 2015 Trash and Yard Waste Work Plan

Republic Service proposes the following work items in 2015 which will improve on the City's trash and yard waste service.

**Implementation Schedule:** The trash and yard waste service agreement identified a five-year implementation schedule that outlines tasks and assignments for carrying out the requirements of the agreement. This schedule will be referred to as a guide for our work plans:

- 2014: Improvements in routing (including possible changes in the day-certain schedule and service areas)
- 2014: RFID system review and improvements
- 2014: Organic waste collection pilot project
- 2015: Creation of pay as you throw program
- 2016: Implementation of pay as you throw program
- 2017: Organics collection

**Improvements in Routing:** Republic Services reviewed and made improvements to the trash and yard waste hauling routes as outlined in the 2014 annual report. In 2015 we will work with staff to analyze the City's day-certain schedule and service areas. Maplewood has a five-day trash and recycling collection schedule, Monday through Friday. The analysis will review possibilities for improvements to the schedule.

**RFID Monitoring:** Maplewood's trash carts are equipped with Radio Frequency Identification (RFID) tags. The tags allow Republic Services the ability to monitor cart inventory and track time and location of cart collection. Per the requirements of the trash and yard waste service agreement, Republic Services purchased RFID readers and installed them in three trash trucks purchased for Maplewood's trash service.

The 2014 Work Plan included a review of the RFID system to refine the data and ensure the City receives up to date reporting. No action was taken on this item in 2014. The Fleet Mind software that tracks the data has not functioned to capacity since its installation. As such, Republic Services has not been able to submit RFID data to Maplewood. In 2015 Republic Services will work with Fleet Mind staff to evaluate the readers and software and correct the system. Data from the RFID should be available to Maplewood mid-year.

**City Hall Organics Collection Program:** Republic Services will assist the City of Maplewood with the implementation of the City Hall Campus Organics Collection Program. Maplewood has been awarded a Ramsey County Public Innovation Grant for the program. The grant funds in the amount of \$11,762 will cover the cost of new organics collection containers for all City buildings, waste sort before and after the organics collection program, and the cost of organics

collection for two years. Republic Services will monitor and report on the amount of organics collected and offer technical advice on rolling out and managing the program.

**Fall Clean Up Campaign:** For the third year, Republic Services will assist the City of Maplewood on an annual Fall Clean Up Campaign. The campaign will allow residents another alternative to disposing and recycling bulky items besides driving their items to the spring clean up. In 2015 Republic Services will work with staff on options for expanding the campaign including: increased education on reducing, reusing, and recycling in addition to the bulky item collection; increase in the types of items collected; and increase in campaign timeframe from two weeks to one month.

**Pay As You Throw (PAYT):** In 2015 Republic Services will draft a revised pricing schedule for the City's four trash service levels (20-32-65-95 gallon carts). The pricing schedule will be based on a pay as you throw methodology, where there is economic incentive for residents to reduce waste by opting for a smaller trash cart. The PAYT price schedule will intentionally increase the price increments between the levels to promote downsizing of cart sizes used by residents of Maplewood. The draft pricing schedule will be complete for review by the City Council during the annual trash hauling rates reviews in December.

**Tour of Resource Recovery Facility in Newport and/or Republic Services' Inver Grove Heights Facility:** Republic Services will schedule a tour for the Environmental and Natural Resources Commission and City Council at the RRT Facility in Newport where Maplewood's residential trash is disposed. Another alternative includes a tour of Republic Services' Inver Grove Heights facility. The dispatch center for Maplewood's trash service is located in Inver Grove Heights including customer service and trash cart storage.

**Cart Inventory:** The trash and yard waste service agreement requires that Republic Services manage the City's trash carts. Republic Services updates the City on its cart inventory in its monthly trash reports. In 2015, Republic Services will conduct an in depth cart inventory to include a report on the number and size of carts:

- at each household
- in storage
- under warranty
- missing
- to be purchased

## MEMORANDUM

**TO:** City Council

**FROM:** Melinda Coleman, City Manager

**DATE:** May 26, 2015

**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. June 8<sup>th</sup>
  - a. Workshop - City Logo and Branding Discussion
  - b. Council Meeting - Business Outreach Plan
2. June 22<sup>nd</sup>
  - a. Workshop- Parliamentary Procedures and Council Decorum, Follow up from Council/Staff Retreat; Wellness Presentation
3. June 29<sup>th</sup> SPECIAL MEETING
  - a. Workshop – 2016 – 2020 CIP Discussion
4. July 13<sup>th</sup>
  - a. Workshop – Fire Staffing Discussion; Gas Franchise Fee Fund Discussion (fund dedication)
5. July 27<sup>th</sup>
  - a. Workshop – Demo on Election Equipment

### **Budget Impact**

None.

### **Recommendation**

No action required.

### **Attachments**

None.

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