

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, March 14, 2016
City Hall, Council Chambers
Meeting No. 05-16

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. Sign in with the City Clerk before addressing the council. 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 February 22, 2016 City Council Workshop Minutes
2. Approval of February 22, 2016 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations
 - a. Council Calendar Update
 - b. Shop, Ship and Share Presentation by Dan Williams
2. Council Presentations
3. Approval of 2015 Parks and Recreation Commission Annual Report
4. Approval of 2015 Community Design Review Board Annual Report
5. Approval of 2015 Housing and 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 to Accept Donations to the National Fire Safety Council, Inc. for the Purchase of Fire Education Literature
3. Approval to Authorize Purchase of Bituminous Materials for 2016
4. Approval to Authorize Ramsey County to Perform 2016 Street Striping
5. Approval of Resolution Approving Final Payment and Acceptance of Project, TH 36/English Street Interchange Improvements, City Project 09-08
6. Approval of 2016 – 2017 Service Agreement Between City of Maplewood and National Financial Partners (NFP)
7. Approval of a Temporary Lawful Gambling – Local Permit for the Carver Elementary PTO, 2680 Upper Afton Road
8. Approval to Enter Into Agreement with North Suburban Access Corporation for Webcasting Services
9. Approval of a Memorandum of Understanding (MOU) for Participation in the Ramsey County Sheriff Swat Team

10. Approval of a Master Agreement Between the City of Maplewood and the Minnesota State Court System

H. PUBLIC HEARINGS

1. Bellaire Avenue Street Improvements, Project 15-16
 - a. Assessment Hearing, 7:00 p.m.
 - b. Resolution Adopting Assessment Roll
 - c. Resolution of Concurrence for Award of Bid
2. Beebe Road Street Improvements, Project 13-10
 - a. Assessment Hearing, 7:00 p.m.
 - b. Resolution Adopting Assessment Roll
 - c. Resolution Receiving Bids and Awarding Construction Contract
3. Lakewood-Sterling Street Improvements, Project 15-11
 - a. Assessment Hearing, 7:00 p.m.
 - b. Resolution Adopting Assessment Roll
 - c. Resolution Receiving Bids and Awarding Construction Contract

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Consider Approval of Penalties for Alcohol Compliance Failures
2. Consider Approval of an On-Sale Wine and 3.2% Malt Liquor License for Indian Masala Restaurant, 27 Century Ave N
3. Consider Approval of an On-Sale Intoxicating Liquor License for Tokyo Sushi All You Can Eat, 1935 Beam Avenue
4. Consideration of Revisions to City Code Changing from Odd to Even Year Elections
5. Consider Approval of a Resolution Authorizing the Vacation of a Public Utility and Drainage Easement, 2115 Lydia Avenue (Requires 4 Votes)
6. Consider Approval of a Resolution Authorizing a Wetland Buffer Variance, 2214 Woodlynn Avenue
7. Consider Approval of a Resolution Authorizing a Conditional Use Permit, Galilee Lutheran Church Community Garden, 1958 Rice Street

K. AWARD OF BIDS

None

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

M. 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 THE CITY COUNCIL, BOARDS, COMMISSIONS AND OUR COMMUNITY

Following are 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:

Speak only for yourself, not for other council members or citizens - unless specifically tasked by your colleagues to speak for the group or for citizens in the form of a petition.

Show respect during comments and/or discussions, listen actively and do not interrupt or talk amongst each other.

Be respectful of the process, keeping order and decorum. Do not be critical of council members, staff or others in public.

Be respectful of each other's time keeping remarks brief, to the point and non-repetitive.

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
6:30 P.M. Monday, February 22, 2016
Council Chambers, City Hall

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 6:34 p.m. by Mayor Slawik.

B. ROLL CALL

Nora Slawik, Mayor	Present
Marylee Abrams, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Bryan Smith, Councilmember	Present
Tou Xiong, Councilmember	Present

C. APPROVAL OF AGENDA

Councilmember Abrams moved to approve the agenda as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS

1. Kid City Project Update

Recreation Manager Robbins gave the staff report. Z Puppets Rosenschnoz staff Amelia Brown and Chris Griffith addressed the council to give the update on the Kid City Project.

F. ADJOURNMENT

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

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, February 22, 2016
City Hall, Council Chambers
Meeting No. 04-16

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:06 p.m. by Mayor Slawik.

Mayor Slawik read an article from the Lillie Newspaper entitled "Remembering Anna" in remembrance of Anna Hurd who was murdered in Hillside Park in 2013.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Nora Slawik, Mayor	Present
Marylee Abrams, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Bryan Smith, Councilmember	Present
Tou Xiong, Councilmember	Present

D. APPROVAL OF AGENDA

The following items were added to the agenda under Appointments and Presentations, Council Presentations:

- a. Energize Maplewood
- b. League of Women Voter's Meeting
- c. Racial Equity Project
- d. Communication Committee
- e. Maplewood Hill Grant Opening
- f. Elections Research
- g. Housing and Economic Development Commission
- h. Maplewood Nature Center – Bears
- i. Vice President Visit

Councilmember Juenemann moved to approve the agenda as amended.

Seconded by Councilmember Abrams Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of February 8, 2016 City Council Workshop Minutes

Councilmember Abrams moved to approve the February 8, 2016 City Council Workshop

Minutes as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Approval of February 8, 2016 City Council Meeting Minutes

Councilmember Abrams moved to approve the February 8, 2016 City Council Meeting Minutes as submitted.

Seconded by Councilmember Xiong Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations
a. Council Calendar Update

City Manager Coleman gave the update to the Council calendar.

2. Council Presentations

a. Energize Maplewood

Councilmember Juenemann reminded everyone about the Energize Maplewood Team Challenge that is taking place until the end of May and encouraged everyone to sign up by the end of February.

b. League of Women Voter's Meeting

Councilmember Juenemann reported on the League of Women Voter's Forum she attended in Little Canada last week.

c. Attention to the Racial Equity Project

Councilmember Abrams reported that the Racial Equity Project will be on the Consent Agenda on the June 13th Council meeting.

d. Communication Committee

Councilmember Abrams followed up to the Communication Committee presentation she gave during the last meeting.

e. Maple Hills Grand Opening

Councilmember Abrams reported on the grand opening for the Maple Hills Senior Living facility she attended.

Seconded by Councilmember Smith

Ayes – All

The motion passed.

8. Approval of Contract with Pyrotechnic Display Inc. for July 4th Event

Councilmember Juenemann moved to approve the 2016 contract for the July 4th event in the amount of \$15,000 and authorizes the City Clerk to sign and manage the same.

Seconded by Councilmember Smith

Ayes – All

The motion passed.

9. Approval of Joint Powers Agreement with the City of North St. Paul Defining Maintenance Responsibilities on Borderline Streets

Councilmember Juenemann moved to approve the Joint Powers Agreement with the City of North St. Paul Defining Maintenance Responsibilities on Borderline Streets.

Seconded by Councilmember Smith

Ayes – Mayor Slawik, Council Member Juenemann, Smith and Xiong
Abstain – Councilmember Abrams

The motion passed.

10. Approval of Resolution Accepting Assessment Roll and Ordering Assessment Hearing for March 14, 2016, Beebe Road Street Improvements, Project 13-10

Councilmember Juenemann moved to approve the resolution for the Beebe Road Street Improvements, City Project 13-10, Accepting Assessment Roll and Ordering Assessment Hearing.

Resolution 16-02-1317
Accepting Assessment Roll and Ordering Assessment Hearing

WHEREAS, the Clerk and the City Engineer have, at the direction of the City Council, prepared an assessment roll for the Beebe Road Street Improvements, City Project 13-10, and the said assessment roll is on file in the office of the City Engineer.

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

1. A hearing shall be held on the 14th day of March 2016, at the city hall at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessment to be published in the official newspaper, at least two weeks prior to the hearing, and to mail notices to the owner of all property affected by said assessment.

The notice of hearing shall state the date, time and place of hearing, the general nature of the improvement, the area to be assessed, that the proposed assessment roll is on file with the clerk and city engineer and that written or oral objections will be considered.

Seconded by Councilmember Smith

Ayes – All

The motion passed.

11. Approval of Resolution Accepting Assessment Roll and Ordering Assessment Hearing for March 14, 2016, Lakewood-Sterling Area Street Improvements, Project 15-11

Councilmember Juenemann moved to approve the resolution for the Lakewood-Sterling Street Improvements, City Project 15-11, Accepting Assessment Roll and Ordering Assessment Hearing.

Resolution 16-02-1318
Accepting Assessment Roll and Ordering Assessment Hearing

WHEREAS, the Clerk and the City Engineer have, at the direction of the City Council, prepared an assessment roll for the Lakewood-Sterling Street Improvements, City Project 15-11, and the said assessment roll is on file in the office of the City Engineer.

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

1. A hearing shall be held on the 14th day of March 2016, at the city hall at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessment to be published in the official newspaper, at least two weeks prior to the hearing, and to mail notices to the owner of all property affected by said assessment.

The notice of hearing shall state the date, time and place of hearing, the general nature of the improvement, the area to be assessed, that the proposed assessment roll is on file with the clerk and city engineer and that written or oral objections will be considered.

Seconded by Councilmember Smith

Ayes – All

The motion passed.

12. Acceptance of Proposal and Approve Authorization to Contract with S&S Tree and Horticultural Specialists, Inc. as the City's Contract Forester

Councilmember Juenemann moved to approve the proposal and enter into a contract with S&S Tree and Horticultural Specialists, Inc. as the City's Contract Forester and authorize the Mayor and City Manager to sign the contract with S&S Tree and Horticultural Specialists, Inc. upon finalization by the City Attorney (in coordination with the city Natural Resources

K. AWARD OF BIDS

None

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

1. Bob Zick, North St. Paul Resident
2. Tim Kinley, Maplewood Resident

M. ADJOURNMENT

Mayor Slawik adjourned the meeting at 8:50 p.m.

DRAFT

MEMORANDUM

TO: City Council
FROM: Melinda Coleman, City Manager
DATE: March 8, 2016
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. March 21st
 - a. Executive Workshop: 2 – 8 pm
2. March 28th
 - a. Workshop: Emergency Management Plan Review, Update on Fire/EMS Work Group
3. April 11th
 - a. Workshop: Ashland Productions / MCC Theater Overview
4. April 25th
 - a. Workshop: Discuss Park Improvement Plan, Update on Fire/EMS Work Group

Budget Impact

None

Recommendation

No action required.

Attachments

None

MEMORANDUM

TO: City Council
FROM: Lois Knutson, Senior Administrative Assistant
DATE: March 8, 2016
SUBJECT: Ship, Shop and Share Presentation by Dan Williams

Introduction & Background

Dan Williams will be giving a presentation on the Ship, Shop and Share program.

Budget Impact

None.

Recommendation

No action required.

Attachments

None.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Terri Mallet, Chair of the Parks and Recreation Commission

DATE: February 17, 2016

SUBJECT: 2015 Parks and Recreation Commission Annual Report

Introduction

Maplewood City Code requires the Parks and Recreation Commission to prepare an annual report for submittal to City Council. The following is a report of actions and activities of the Parks and Recreation Commission in 2015.

2015 Goals

In 2015, the Commission's main goal was to work with the City Council on the implementation of the Parks System Master Plan. Although discussions on this began in 2015 this will be a carryover to 2016. The Commission will be working with staff to develop an implementation strategy to bring to Council that meets the goals the residents set in the Plan. Included in this will be a prioritization strategy for improvements.

2015 Accomplishments

1. Adoption of the Parks System Master Plan.
2. Replacement of the playground at Playcrest Park
3. Installation of a public art project at Joy Park
4. Completion of the Gladstone Savanna Phase 2
5. Completion of the County Road B Safe Routes To School Trail
6. Effectively worked with the county on a partnership to bring Tuj Lub to the Community

In addition, the Parks and Recreation Commission weighed in on:

1. General open space and nature center updates
2. Maplewood Nature Center Updates
3. Maplewood Community Center Updates

2015 Membership Review and Current Roster

In 2015, Parks and Recreation Commission membership had some changes throughout the year.

The current Parks and Recreation Commission Members are:

<u>Name</u>	<u>Appointed</u>	<u>Terms Expire</u>
Rick Brandon	11/14/2013	4/30/2016
Craig Brannon	1/1/1997	4/30/2017

Ron Cockriel	2/11/2013	4/30/2016
Terri Mallet	2/11/2013	4/30/2017
Dorothy Molstad	9/14/2015	4/30/2018
Russell Susag	8/10/2015	4/30/2018
Nikki Villavicencio	10/14/2013	4/30/2017

2015 Review and Anticipated 2016 Goals

Many much needed improvements were made to our Parks System in 2015 including the adoption of the Parks System Plan. Although the Commission and staff did not meet the ultimate goal of Parks Plan Implementation, the Commission feel the progress made in addressing safety with the safe routes to school grant, continuation of the playground replacement and maintenance plan, installation of a Public Art, and working on the culturally significant Tuj Lub courts all accomplish significant goals located within the Parks System Plan.

In 2016 the Parks and Recreation Commission has identified the following goals:

1. Continue to work on and put specific details to the Parks System Plan.
2. Create a yearly PRC calendar. The purpose of this is to ensure the Commission receives quarterly updates from a different area of Parks and Recreation.
3. Work with staff to identify and solicit grant funding and partnerships for a 2017 trail project.
4. Implement the plans identified in the Maintenance and Reinvestment portion of the Parks System Plan.
5. Be more aggressive in addressing the littering issue within our parks.

Summary

The Parks and Recreation Commission looks forward to serving the City of Maplewood in 2016 and providing the City Council with advice and guidance on all issues related to Parks and Recreation.

Budget Impact

None

Recommendation

Staff recommends the approval of the Parks and Recreation Commission's 2015 Annual Report.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Bill Kempe, Community Design Review Board Chair

DATE: February 23, 2016

SUBJECT: Approval 2015 Community Design Review Board Annual Report

Introduction

Annually the community design review board (CDRB) reports the board's actions and activities for the city council for the previous year. In 2015, the CDRB reviewed the following 18 items during its 8 meetings:

<u>Type of Proposal</u>	<u># Reviewed</u>
<i>New Development Proposals</i>	3
1. Design Review, Tuj Lub Courts, Keller Regional Park (February 24, 2015)	
2. Design Review, Conifer Ridge Apartments, County Road D East, Between Hazelwood Street North and Kennard Street (August 25, 2015)	
3. Design Review, Porsche of St. Paul, 2450 Maplewood Drive (October 27, 2015)	
 <i>Expansions/Remodels/Revisions</i>	 9
1. Design Review, Porsche of Maplewood remodel, 2780 Maplewood Drive (March 24, 2015)	
2. Design Review, Kline Volvo Expansion, 3040 Maplewood Drive (May 27, 2015)	
3. Design Review, Beam Avenue Medical Building, 2001 Beam Avenue (May 27, 2015)	
4. Design Review, Shores at Lake Phalen, Parking Lot, 1870 East Shore Drive (July 28, 2015)	
5. Comprehensive Sign Plan, HealthEast, 1600 St, John's Boulevard (July 28, 2015)	
6. Design Review, Minnesota Women's Care Clinic expansion, 2603 White Bear Avenue (July 28, 2015)	
7. Design Review, Xcel Energy's Kohlman Lake Substation Security Improvements, 1480 County Road D East (October 27, 2015)	

8. Design Review, Maplewood Auto Mall, 2529 White Bear Avenue (November 24, 2015)
9. Design Review, Costco Expansion, 1431 Beam Avenue (December 22, 2015)

Special Projects and Presentations

6

1. 2014 CDRB Annual Report (February 24, 2015)
2. 2014 Code Enforcement Year-End Report (February 24, 2015)
3. Maplewood Parks System Plan (February 24, 2015)
4. Election of Officers (March 24, 2015)
5. Promoting Civility in Public Meetings and Parliamentary Procedures (November 24, 2015)
6. MnDOT Discussion Regarding I-35E Vegetation (December 22, 2015)

Total

18

Comparative Information

<i>Year</i>	<i>Number of Items Reviewed</i>
2005	27
2006	33
2007	27
2008	15
2009	18
2010	20
2011	25
2012	28
2013	21
2014	14
2015	18

Membership

The CDRB consists of five members appointed by the city council. Membership terms are for two years, with extensions for additional terms approved by the city council. The current membership is as follows:

<i>Board Member</i>	<i>Membership Began</i>	<i>Term Expires</i>	<i>Attendance</i>
Ananth Shankar	8/8/94	4/30/16	7 of 8
Leo Burger	2/11/13	4/30/16	7 of 8
Matt Ledvina	3/10/97	4/30/17	6 of 8
Jason Lamers	5/26/09	4/30/18	5 of 8
Bill Kempe	2/11/13	4/30/18	8 of 8

Members Lamers and Kempe terms were up for reappointment in 2015. Both were re-appointed to the board on April 27, 2015.

On March 24, 2015, Bill Kempe was elected chair by the board and Matt Ledvina was elected vice-chair.

Discussion

2015 Actions/Activities

In 2015, the CDRB reviewed 18 items, a slight increase from the previous year. In 2015, the CDRB reviewed an increased number of new development, remodels/revisions/expansions, and special projects and presentations in 2015, compared to 2014. The CDRB also reviewed 16 additional projects via the 15-day minor construction review process. In 2016, the CDRB expects to review a similar number of projects.

In 2015, the CDRB reviewed mainly commercial projects – most notably the Conifer Ridge Development as a part of the Legacy Village planned unit development. The CDRB has consistently demonstrated keen interest and skill in their reviews of these development projects to ensure they are of the quality of design and materials that complement the surrounding areas and improves a site's aesthetics.

The reason for the rise in redevelopment and remodel projects is that the city has seen the amount of vacant land available for new developments diminish. In addition, several other projects that occurred in 2015 were smaller in nature allowing city staff to process many of the city's remodels and additions as 15-day reviews, as allowed by code, rather than the more formal review by the CDRB. Because of the developed nature of the city, many of the new commercial and residential developments reviewed by the CDRB are either redevelopment of existing buildings or in-fill development.

2016 Activities

In addition to its design review duties, the CDRB lists these potential activities for 2016:

1. The CDRB has a strong desire to work on broader design-related policy issues for the city; the CDRB does not have to be just a reactive group.
2. Continue having in-service training sessions for the CDRB. Specifically, the CDRB would like to have the building official attend a meeting to discuss the city's green building code efforts and explore developing an approved materials list to help guide development better from an architecture point of view.
3. Continue developing policy guidelines for vegetation use along public rights-of-way.

Conclusion

In 2016, the CDRB will continue its dedication to the quality design of buildings and developments, ensuring a high quality of life for the citizens of Maplewood.

Budget Impact

None.

Recommendation

Approve the CDRB's 2015 annual report.

MEMORANDUM

TO: Melinda Coleman City Manager

FROM: Spencer Gansluckner, Housing and Economic Development Commission

DATE: February 10, 2016

SUBJECT: Approval of 2015 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 2015, the HEDC reviewed the following 15 items during its meetings:

<i>Type of Proposal Reviewed</i>	<i>#</i>
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<u>Development Related Reviews</u>	1
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- | | | |
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| 1. | Approval of Redevelopment Tax Increment Financing District, Villages at Frost-English (May 13, 2015) | |
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<u>HEDC Reviews</u>	6
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|----|---|--|
| 1. | Business Engagement Plan – Susan Fronk (May 13, 2015) | |
| 2. | Update on Council Goals – Economic Development (July 8, 2015) | |
| 3. | Development Summaries (every meeting) | |
| 4. | HEDC Business Engagement Outreach Events (August 12, 2015) | |
| 5. | Consider Approval of Nominees for Maplewood Awards (December 9, 2015) | |
| 6. | Update on HEDC Business Engagement Outreach Events (December 9, 2015) | |

<u>Miscellaneous Reviews and Actions</u>	8
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| 1. | 2014 Code Enforcement Year-End Report (May 13, 2015) | |
| 2. | 2014 HEDC Annual Report (May 13, 2015) | |

- 3. Election of Officers (July 8, 2015)
 - 4. Partners in Energy – Review of Maplewood’s Energy Action Plan (July 8, 2015)
 - 5. Maplewood Parks System Plan (July 8, 2015)
 - 6. Approval of the 2016 – 2020 Capital Improvement Plan (July 8, 2015)
 - 7. 2015 Code Enforcement Mid-Year Report (August 12, 2015)
 - 8. Promoting Civility in Public Meetings and Parliamentary Procedures (December 9, 2015)
- Total** **15**

Comparative Information

<u>Year</u>	<u>Number of Items Reviewed</u>
2010	17
2011	15
2012	14
2013	21
2014	18
2015	15

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 2015 Commissioner Unger was appointed to another three year term. In 2016, commissioners Tkachuck, Jenkins and Lewis will be up for reappointment. The membership as of the date of this report:

<u>Board Member</u>	<u>Membership Began</u>	<u>Term Expires</u>
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
Brian Finley	01/25/16	9/30/17
Dennis Unger	07/25/11	9/30/18

Discussion

2015 Actions/Activities

In 2015, 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 giving direction and guidance to the creation of the city's first efforts of hosting business engagement events and the Maplewood Awards program. Throughout 2015 the city hosted several events where area businesses were invited to the Maplewood Community Center which gave the city an opportunity to communicate directly with this community. Most notably were the Maplewood Community Engagement Breakfast and the State of Maplewood events. While the State of the Maplewood event was held in mid-January of this year the majority of planning and prep work occurred in 2015 and the HEDC chairperson, Spencer Gansluckner represented and spoke on behalf of the HEDC at both events.

The HEDC led the creation of the Maplewood Awards program, which works to inspire, recognize and reward business achievements in terms of growth, environmental awareness and contributions to the community. The HEDC reviewed nominations and selected the following winners for the three categories:

Linn Companies – Entrepreneurship/Innovation/Growth Award

Garden Fresh Farms – Environmental Sustainability Award

Second Harvest Heartland – Community Contribution Award

The HEDC's work plan identifies the Gladstone neighborhood as an area the city and the HEDC would focus its efforts on. The HEDC reviewed and recommend approval of the tax increment financing request by Sherman Associates for the Villages at Frost-English project. This request was a continuation of support since the Metropolitan Council awarded \$1.9 million grant in 2013 for this project and the adjacent public improvements along Frost Avenue and English Street.

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.

2016 Activities

In 2016, the HEDC will continue to implement its work plan and concentrate on key redevelopment areas within the city. In addition, the HEDC will be guiding the city in its effort in restarting business retention visits. The business retention program will work to leverage the efforts of city staff, commission volunteers and elected officials while utilizing the tools offered by outside organizations to ensure meaningful and useful visits for both the city and the businesses. 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 2016, the HEDC will be committed to the development and enhancement of the city of Maplewood.

Recommendation

Approve the HEDC's 2015 annual report.

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MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Joe Rueb, Accounting Supervisor
DATE: March 8, 2016
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:

\$ 682,564.91	Checks #96858 thru #96885 dated 02/16/16 thru 02/23/16
\$ 429,009.86	Disbursements via debits to checking account dated 02/16/16 thru 02/19/16
\$ 69,849.59	Checks # 96886 thru # 96930 dated 02/25/16 thru 03/01/16
\$ 300,000.52	Disbursements via debits to checking account dated 02/22/16 thru 02/26/16
\$ 272,319.79	Checks #96931 thru # 96969 dated 03/08/16
\$ 587,242.73	Disbursements via debits to checking account dated 02/29/16 thru 03/04/16
<u>\$ 2,340,987.40</u>	Total Accounts Payable

PAYROLL

\$ 534,113.01	Payroll Checks and Direct Deposits dated 02/26/16
\$ 1,826.38	Payroll Deduction check # 99102075 thru # 99102078 dated 02/26/16
<u>\$ 535,939.39</u>	Total Payroll
<u><u>\$ 2,876,926.79</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

02/19/2016

Check	Date	Vendor	Description	Amount	
96858	02/16/2016	03818	MEDICA	MONTHLY PREMIUM - FEBRUARY	187,920.18
96859	02/23/2016	05324	CHRISTIE BERNARDY	RETAINER FEE - JANUARY	2,100.00
96860	02/23/2016	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - JANUARY	203.00
96861	02/23/2016	04206	H A KANTRUD	ATTORNEY SERVICES - MARCH	8,000.00
96862	02/23/2016	05353	MANSFIELD OIL CO	CONTRACT GASOLINE - FEBRUARY	9,251.62
	02/23/2016	05353	MANSFIELD OIL CO	CONTRACT DIESEL - FEBRUARY	6,030.69
96863	02/23/2016	05311	WILLIE MCCRAY	BASKETBALL OFFICIALS 2/13 & 2/14	1,697.00
96864	02/23/2016	00985	METROPOLITAN COUNCIL	WASTEWATER - MARCH	253,253.08
96865	02/23/2016	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD LIVING - FEB	7,735.91
96866	02/23/2016	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICES - JANUARY	30,236.58
	02/23/2016	01337	RAMSEY COUNTY-PROP REC & REV	CAD SERVICES - JANUARY	5,995.67
	02/23/2016	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEES - JANUARY	461.76
96867	02/23/2016	01750	THE WATSON CO INC	MDSE FOR RESALE	362.24
96868	02/23/2016	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	4,355.18
	02/23/2016	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	3,344.93
	02/23/2016	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	395.91
	02/23/2016	01190	XCEL ENERGY	FIRE SIRENS	37.72
96869	02/23/2016	00036	CHARITABLE GAMBLING	CHARITABLE GAMBLING MW MONARCHS	810.00
96870	02/23/2016	00036	CHARITABLE GAMBLING	CHARITABLE GAMBLING CUB SCOUT 9471	504.00
96871	02/23/2016	05369	CINTAS CORPORATION #470	ULTRA CLEAN SERVICE - CITY HALL	462.53
	02/23/2016	05369	CINTAS CORPORATION #470	CLEANING SUPPLIES - CITY HALL	124.98
96872	02/23/2016	02263	HILLCREST ANIMAL HOSPITAL PA	ANIMAL IMPOUNDS & SRVS - JAN	157.00
96873	02/23/2016	00532	MADDEN GALANTER HANSEN, LLP	HR ATTORNEY FEE LABOR REL-JAN	254.60
96874	02/23/2016	00936	MAPLEWOOD AREA	BOOKS - LOST CITY OF GLADSTONE	70.00
96875	02/23/2016	00942	MARSDEN BLDG MAINTENANCE CO	JANITORIAL SERVICES - FEBRUARY	2,887.00
96876	02/23/2016	01089	MN UC FUND	QTR UNEMPLOYMENT - 4TH QTR	2,103.59
96877	02/23/2016	01126	NCPERS MINNESOTA	MONTHLY PREMIUM - FEBRUARY	496.00
96878	02/23/2016	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - JANUARY	2,880.10
	02/23/2016	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHG - FEBRUARY	1,000.00
96879	02/23/2016	00001	ONE TIME VENDOR	REFUND R SEPPALA - ELECT PERMIT	36.00
96880	02/23/2016	01359	REGAL AUTO WASH BILLING	VEHICLE WASHES - JANUARY	198.97
96881	02/23/2016	02001	CITY OF ROSEVILLE	PHONE SERVICE - JANUARY	2,859.49
96882	02/23/2016	01578	T R F SUPPLY CO.	SHOP TOWELS & SAFETY GLOVES	106.50
96883	02/23/2016	05342	TERRA GENERAL CONTRACTORS	PROJ 09-09 EAST METRO PSTC PMT#3	130,391.68
96884	02/23/2016	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - JAN	325.00
96885	02/23/2016	02159	WHITE BEAR AREA YMCA	PRIVATE SWIM & SWIM ACADEMY-DEC	15,516.00
				682,564.91	

28 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>
2/16/2016	MN State Treasurer	Drivers License/Deputy Registrar	32,180.83
2/16/2016	VANCO	Billing fee	148.80
2/16/2016	U.S. Treasurer	Federal Payroll Tax	101,341.56
2/16/2016	P.E.R.A.	P.E.R.A.	101,123.53
2/16/2016	Empower - State Plan	Deferred Compensation	31,223.08
2/16/2016	ICMA (Vantagepointe)	Deferred Compensation	4,770.00
2/16/2016	MidAmerica	HRA Flex plan	17,058.44
2/16/2016	Labor Unions	Union Dues	2,248.88
2/16/2016	MN State Treasurer	State Payroll Tax	20,264.89
2/17/2016	MN State Treasurer	Drivers License/Deputy Registrar	46,597.70
2/18/2016	MN State Treasurer	Drivers License/Deputy Registrar	36,072.98
2/18/2016	Delta Dental	Dental Premium	2,382.84
2/19/2016	MN State Treasurer	Drivers License/Deputy Registrar	28,769.60
2/19/2016	Optum Health	DCRP & Flex plan payments	1,841.73
2/19/2016	Pitney Bowes	Postage	2,985.00

429,009.86

Check Register
City of Maplewood

02/25/2016

Check	Date	Vendor	Description	Amount	
96886	02/25/2016	02464	US BANK	FUNDS FOR ATMS	9,000.00
96887	03/01/2016	00131	ASPEN EQUIPMENT CO	SRVS ON UNIT 612 CRANE	3,863.36
96888	03/01/2016	02149	HEIDI CAREY	MARKETING & ADVERTISING - FEB	4,000.00
96889	03/01/2016	00463	EMERGENCY APPARATUS MAINT	REPAIR LADDER 2 (325)	6,327.75
96890	03/01/2016	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 01/31	3,927.30
96891	03/01/2016	05311	WILLIE MCCRAY	BASKETBALL OFFICIALS 2/20 & 2/21	1,535.00
96892	03/01/2016	01819	PAETEC	LOCAL PHONE SERVICE 01/15 - 02/14	722.64
96893	03/01/2016	01409	S E H	PERMITRACK-EUF STORMWATER MISC	226.64
96894	03/01/2016	01750	THE WATSON CO INC	MDSE FOR RESALE	261.45
96895	03/01/2016	05630	AMHERST H. WILDER FOUNDATION	NEEDS ASSESSMENT FOR KID CITY	3,000.00
96896	03/01/2016	03870	BASIAGO LAW OFFICE	PROJ 13-10 BEEBE RD ST IMPORV O&E	482.00
	03/01/2016	03870	BASIAGO LAW OFFICE	PROJ 13-10 BEEBE RD ST IMPORV O&E	189.00
96897	03/01/2016	04419	LOUISE A. BEAMAN	VOLLEYBALL REFEREE 01/04 - 02/12	81.00
96898	03/01/2016	04992	BERGANKDV	2015 AUDIT	11,000.00
96899	03/01/2016	01869	DALE BOETTCHER	VOLLEYBALL REFEREE 01/04 - 02/12	162.00
96900	03/01/2016	01865	DON BOWMAN	ASSIGNMENTS 1ST HALF WINTER VB	300.00
96901	03/01/2016	04886	KAREN MARIE BOWMAN	ASSIGNMENTS 1ST HALF WINTER VB	565.00
96902	03/01/2016	05369	CINTAS CORPORATION #470	CLEANING SUPPLIES - CITY HALL	106.71
96903	03/01/2016	05507	COCA-COLA REFRESHMENTS	MDSE FOR RESALE	547.20
96904	03/01/2016	05591	ROBERT COLEMAN SR	VOLLEYBALL REFEREE 01/04 - 02/12	297.00
96905	03/01/2016	01871	KENNETH COOPER	VOLLEYBALL REFEREE 01/04 - 02/12	486.00
96906	03/01/2016	00420	DOWNTOWNER DETAIL CENTER	VEHICLE CLEANING & DETAILING	243.99
96907	03/01/2016	00464	EMERGENCY AUTOMOTIVE TECH, INC	CHIEF 3 NEW CAR LIGHTING	6,138.58
	03/01/2016	00464	EMERGENCY AUTOMOTIVE TECH, INC	SET-UP FEES 2016 FORD TRANSIT VAN	2,369.60
96908	03/01/2016	05368	HEALTH EAST VEHICLE SERVICES	SQUAD REPAIRS & SERVICES - JAN	340.08
	03/01/2016	05368	HEALTH EAST VEHICLE SERVICES	SQUAD REPAIRS & SERVICES - JAN	156.10
	03/01/2016	05368	HEALTH EAST VEHICLE SERVICES	SQUAD REPAIRS & SERVICES - JAN	156.10
	03/01/2016	05368	HEALTH EAST VEHICLE SERVICES	SQUAD REPAIRS & SERVICES - JAN	76.78
96909	03/01/2016	03538	PATRICK JAMES HUBBARD	VOLLEYBALL REFEREE 01/04 - 02/12	486.00
96910	03/01/2016	00857	LEAGUE OF MINNESOTA CITIES	MCSC MEMBERSHIP FOR 2016	1,240.00
96911	03/01/2016	00910	M S S A	ASSOCIATE MEMBERSHIP RENEWAL	150.00
96912	03/01/2016	05604	MORGAN MAGNUSON	VOLLEYBALL REFEREE 01/04 - 02/12	54.00
96913	03/01/2016	04835	MN HELICOPTERS INC.	AERIAL SURVEY OF DEER POPULATION	787.50
96914	03/01/2016	00001	ONE TIME VENDOR	REFUND D GARCIA MEMBERSHIP	230.32
	03/01/2016	00001	ONE TIME VENDOR	REFUND D GARCIA SWIM LESSONS	64.00
96915	03/01/2016	05603	KATHERINE OTTEN	VOLLEYBALL REFEREE 01/04 - 02/12	351.00
96916	03/01/2016	02441	TONY PEREZ	VOLLEYBALL REFEREE 01/04 - 02/12	324.00
96917	03/01/2016	03897	RAMSEY CO LEAGUE OF LOCAL GOV	MEMBERSHIP DUES 2016	1,050.00
96918	03/01/2016	02008	RAMSEY COUNTY PUBLIC WORKS	EMERGENCY VEH PRE-EMPTION SRVS~	450.86
	03/01/2016	02008	RAMSEY COUNTY PUBLIC WORKS	LAMPING SRVS 120/CONWAY JULY-DEC	258.65
	03/01/2016	02008	RAMSEY COUNTY PUBLIC WORKS	LAMPING SVC 120/HARVESTOR JULY-DEC	127.19
	03/01/2016	02008	RAMSEY COUNTY PUBLIC WORKS	LAMPING SRVS 61&ROSELAWN JULY-DEC	107.71
96919	03/01/2016	04432	EUGENE E. RICHARDSON	VOLLEYBALL REFEREE 01/04 - 02/12	810.00
96920	03/01/2016	04785	STANLEY ROBERTS	VOLLEYBALL REFEREE 01/04 - 02/12	243.00
96921	03/01/2016	01418	SAM'S CLUB DIRECT	SPEAKER PARTY LIGHT- MCC B-DAY	124.64
96922	03/01/2016	05120	RICH SCHELL	VOLLEYBALL REFEREE 01/04 - 02/12	486.00
96923	03/01/2016	05498	RICHARD A. SCHMIDT	VOLLEYBALL REFEREE 01/04 - 02/12	459.00
96924	03/01/2016	00006	SILVER FIT	REFUND L BURFIEND CHG TO SILVERFIT	20.00
96925	03/01/2016	01578	T R F SUPPLY CO.	POP UP SCRIM TOWELS	549.00
96926	03/01/2016	01669	TWIN CITIES TRANSPORT &	TOWING SRVS FOR TOOLCAT	150.00
	03/01/2016	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING - JAN	70.00
96927	03/01/2016	01683	UNIFORMS UNLIMITED INC	CSO UNIFORM PURCHASES	638.00
	03/01/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	302.98
96927	03/01/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	278.97
	03/01/2016	01683	UNIFORMS UNLIMITED INC	CSO UNIFORM PURCHASES	197.94
	03/01/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	142.49
	03/01/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	141.42
	03/01/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	82.97

G1, Attachments

	03/01/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	76.98
	03/01/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	69.99
	03/01/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	45.00
	03/01/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	9.95
96928	03/01/2016	05241	WARNING LITES OF MN, INC.	ROAD WORK SIGNS-ADVANCED WARNING	536.00
96929	03/01/2016	01872	MARK WEBER	VOLLEYBALL REFEREE 01/04 - 02/12	459.00
96930	03/01/2016	05013	YALE MECHANICAL LLC	WINTER HVAC MAINT - CITY HALL	729.25
	03/01/2016	05013	YALE MECHANICAL LLC	WINTER HVAC MAINT - MCC	729.25
	03/01/2016	05013	YALE MECHANICAL LLC	POOL AHU INSPECTION	255.25

69,849.59

45 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>
2/22/2016	MN State Treasurer	Drivers License/Deputy Registrar	80,005.62
2/22/2016	MN Dept of Natural Resources	DNR electronic licenses	649.00
2/23/2016	MN State Treasurer	Drivers License/Deputy Registrar	31,777.98
2/24/2016	MN State Treasurer	Drivers License/Deputy Registrar	50,551.93
2/24/2016	MN Dept of Revenue	Sales Tax	9,922.00
2/24/2016	MN Dept of Revenue	Fuel Tax	537.51
2/24/2016	Delta Dental	Dental Premium	1,194.45
2/25/2016	MN State Treasurer	Drivers License/Deputy Registrar	51,899.99
2/26/2016	ICMA (Vantagepointe)	Deferred Compensation	4,846.00
2/26/2016	MN State Treasurer	Drivers License/Deputy Registrar	62,456.39
2/26/2016	MN Dept of Natural Resources	DNR electronic licenses	669.00
2/26/2016	Optum Health	DCRP & Flex plan payments	5,490.65
			300,000.52

Check Register
City of Maplewood

03/03/2016

Check	Date	Vendor	Description	Amount	
96931	03/08/2016	00687	HUGO'S TREE CARE INC	TREE/STUMP REMOVAL-HARVEST PARK	1,250.00
96932	03/08/2016	05311	WILLIE MCCRAY	BASKETBALL OFFICIALS 2/27 & 2/28	2,294.00
96933	03/08/2016	01409	S E H	REDESIGN MCC'S ENTRANCE AREA	1,664.34
96934	03/08/2016	05488	SUN LIFE FINANCIAL	PREMIUM - LIFE,LTD,STD - FEBRUARY	7,754.25
96935	03/08/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0371083	439.79
	03/08/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0371999	439.78
	03/08/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0328559	212.30
	03/08/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0395052	105.90
	03/08/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0380041	104.78
	03/08/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0395065	94.64
	03/08/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0373496	64.15
	03/08/2016	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0349366	64.15
96936	03/08/2016	03334	UNIQUE PAVING MATERIALS CORP	PATCHING MATERIALS	234.00
	03/08/2016	03334	UNIQUE PAVING MATERIALS CORP	PATCHING MATERIALS	169.00
96937	03/08/2016	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	18,342.16
	03/08/2016	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	12,171.60
96938	03/08/2016	04848	AVESIS	MONTHLY PREMIUM - MARCH	275.40
96939	03/08/2016	05160	JOSE D CARBAJAL	GUITAR INSTRUCTION WINTER 2016	71.93
96940	03/08/2016	05314	CES IMAGING	CANON PF-04 PRINTHEAD	460.64
96941	03/08/2016	00036	CHARITABLE GAMBLING	CHARITABLE GAMBLING - LENA YOUTH	420.00
96942	03/08/2016	05624	CNA INSURANCE COMPANY	LTC MONTHLY PREMIUM - MARCH	201.38
96943	03/08/2016	05507	COCA-COLA REFRESHMENTS	MDSE FOR RESALE	142.56
96944	03/08/2016	03645	CUMMINS NPOWER LLC	REPAIRS TO L325	4,035.33
96945	03/08/2016	00464	EMERGENCY AUTOMOTIVE TECH, INC	CHIEF 2 NEW CAR LIGHTING	6,195.23
	03/08/2016	00464	EMERGENCY AUTOMOTIVE TECH, INC	NEW CAPTAINS JUMP CAR LIGHTING	6,168.53
	03/08/2016	00464	EMERGENCY AUTOMOTIVE TECH, INC	FLOOR LINERS - 2016 FORD EXPLORERS	178.00
96946	03/08/2016	03784	ENVIRONMENTAL SYS RES INST INC	SOFTWARE MAINT ARCVIEW/GIS SERVER	7,250.00
96947	03/08/2016	03725	FINANCE AND COMMERCE, INC.	PROJ 13-10 AD FOR BID BEEBE RD	305.46
	03/08/2016	03725	FINANCE AND COMMERCE, INC.	PROJ 15-11 AD FOR BID LAKEWOOD/STER	140.92
96948	03/08/2016	05476	JESSICA HUANG	KID CITY GRANT SERVICES 2015	937.50
96949	03/08/2016	05533	KIRVIDA FIRE	REPAIRS TO L325	469.98
96950	03/08/2016	00857	LEAGUE OF MINNESOTA CITIES	CONFERENCE REGISTRATION - N SLAWIK	130.00
96951	03/08/2016	00244	LINE 1 PARTNERS, INC	RECALLING CITY HALL TO REPLACE OUTD	9,882.90
96952	03/08/2016	03818	MEDICA	MONTHLY PREMIUM - MARCH	161,207.79
96953	03/08/2016	00993	MID-AMERICA BUSINESS SYSTEMS	REMOVAL OF LEKTRIEVERS	2,400.00
96954	03/08/2016	01126	NCPERS MINNESOTA	MONTHLY PREMIUM - MARCH	496.00
96955	03/08/2016	05356	NORTH SUBURBAN ACCESS CORP	TAPING OF THE STATE OF MW ADDRESS	738.00
96956	03/08/2016	01184	NORTHERN DOOR COMPANY, INC.	REPAIRS TO PD GARAGE DOOR	438.00
	03/08/2016	01184	NORTHERN DOOR COMPANY, INC.	REPAIRS TO PD GARAGE DOOR	168.00
96957	03/08/2016	00001	ONE TIME VENDOR	REFUND R HEINS % OF ELECT PERMIT	48.20
96958	03/08/2016	04264	RAMSEY-WASHINGTON	WATERFEST SPONSORSHIP	1,000.00
96959	03/08/2016	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	264.60
	03/08/2016	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	125.41
	03/08/2016	01418	SAM'S CLUB DIRECT	CONCESSIONS	69.88
	03/08/2016	01418	SAM'S CLUB DIRECT	CONCESSIONS	63.00
	03/08/2016	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	48.02
	03/08/2016	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	47.96
96960	03/08/2016	05502	SNAKE DISCOVERY	HONORARIUM FOR PROGRAM SPEAKER	118.00
96961	03/08/2016	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	2,332.69
96962	03/08/2016	01545	SUBURBAN RATE AUTHORITY	MEMBERSHIP ASSESSMENT 1ST HALF	1,700.00
96963	03/08/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-002	204.77
	03/08/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-003	190.95
	03/08/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-011	190.95
96963	03/08/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-004	183.91
	03/08/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-005	183.91

G1, Attachments

	03/08/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-001	156.20
	03/08/2016	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-010	86.40
96964	03/08/2016	01669	TWIN CITIES TRANSPORT &	TOW CHIEF 1 CAR TO EAT	85.00
96965	03/08/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	334.46
	03/08/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	154.99
	03/08/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	95.49
	03/08/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	72.98
	03/08/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	65.99
	03/08/2016	01683	UNIFORMS UNLIMITED INC	OFFICER UNIFORM PURCHASE	51.98
96966	03/08/2016	00063	VERIZON WIRELESS	MONTHLY PMT 01/17 - 02/16	8,112.21
96967	03/08/2016	05541	WENCK ASSOCIATES, INC.	HWY 61 & CO RD B STATION MPCA WORK	1,807.04
96968	03/08/2016	01771	CITY OF WHITE BEAR LAKE	RAMSEY CO GIS USER GROUP FEES-2016	3,828.41
96969	03/08/2016	05013	YALE MECHANICAL LLC	WINTER HVAC MAINT-PUBLIC WORKS	966.25
	03/08/2016	05013	YALE MECHANICAL LLC	WINTER HVAC MAINT-NORTH FS #3	367.75
	03/08/2016	05013	YALE MECHANICAL LLC	REPAIR FOUND ON HVAC MAINT - PW	359.50
	03/08/2016	05013	YALE MECHANICAL LLC	WINTER HVAC MAINT-CENTRAL FS #2	251.25
	03/08/2016	05013	YALE MECHANICAL LLC	WINTER HVAC MAINT-SOUTH FS	251.25
	03/08/2016	05013	YALE MECHANICAL LLC	WINTER HVAC MAINT-PARK MAINT	247.25
	03/08/2016	05013	YALE MECHANICAL LLC	WINTER HVAC MAINT-NATURE CENTER	134.75

272,319.79

39 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>
2/29/2016	MN State Treasurer	Drivers License/Deputy Registrar	36,832.54
2/29/2016	US Bank VISA One Card*	Purchasing card items	41,703.97
2/29/2016	U.S. Treasurer	Federal Payroll Tax	100,212.32
2/29/2016	P.E.R.A.	P.E.R.A.	102,609.91
2/29/2016	Empower - State Plan	Deferred Compensation	31,601.00
2/29/2016	MN State Treasurer	State Payroll Tax	20,367.97
3/1/2016	MN State Treasurer	Drivers License/Deputy Registrar	42,041.41
3/1/2016	VANCO	Billing fee	89.99
3/1/2016	MidAmerica	HRA Flex plan	14,125.10
3/1/2016	Labor Unions	Union Dues	3,988.94
3/2/2016	MN State Treasurer	Drivers License/Deputy Registrar	71,591.90
3/3/2016	MN State Treasurer	Drivers License/Deputy Registrar	62,366.38
3/3/2016	Delta Dental	Dental Premium	3,114.04
3/4/2016	MN State Treasurer	Drivers License/Deputy Registrar	53,699.92
3/4/2016	MN Dept of Natural Resources	DNR electronic licenses	1,129.00
3/4/2016	Optum Health	DCRP & Flex plan payments	1,768.34
			587,242.73

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
02/17/2016	02/19/2016	ST PAUL STAMP WORKS INC	\$24.65	REGAN BEGGS
02/05/2016	02/08/2016	B&H PHOTO, 800-606-6969	(\$203.50)	CHAD BERGO
02/18/2016	02/19/2016	MELISSADATA	\$866.43	CHAD BERGO
02/18/2016	02/19/2016	PARKING RAMP	\$9.00	CHAD BERGO
02/11/2016	02/12/2016	STREICHER'S MO	\$1,456.99	BRIAN BIERDEMAN
02/11/2016	02/15/2016	COMO PARK ANIMAL HOSPITAL	\$403.06	BRIAN BIERDEMAN
02/15/2016	02/17/2016	BROWNELLS INC	\$193.85	BRIAN BIERDEMAN
02/05/2016	02/08/2016	PETCO 1652 63516520	\$48.14	OAKLEY BIESANZ
02/10/2016	02/11/2016	SP * PEDOMETERSUSA	\$120.00	OAKLEY BIESANZ
02/11/2016	02/12/2016	CAROLINA BIOLOGIC SUPPLY	\$48.10	OAKLEY BIESANZ
02/11/2016	02/15/2016	K-TOR LLC	\$75.40	OAKLEY BIESANZ
02/11/2016	02/15/2016	K-TOR LLC	\$75.40	OAKLEY BIESANZ
02/17/2016	02/18/2016	MN RECREATION AND PARK A	\$831.00	NEIL BRENEMAN
02/18/2016	02/19/2016	CUB FOODS #1599	\$40.91	NEIL BRENEMAN
02/12/2016	02/15/2016	TRUCK UTILITIES INC ST PA	\$46.20	TROY BRINK
02/05/2016	02/08/2016	PIONEER PRESS SUBSCRIPTI	\$58.50	SARAH BURLINGAME
02/09/2016	02/11/2016	NAPA STORE 3279016	\$56.62	JOHN CAPISTRANT
02/09/2016	02/11/2016	BARNES & NOBLE #2227	\$32.13	NICHOLAS CARVER
02/06/2016	02/08/2016	G&K SERVICES AR	\$231.92	SCOTT CHRISTENSON
02/09/2016	02/10/2016	STATE SUPPLY	\$52.36	SCOTT CHRISTENSON
02/12/2016	02/15/2016	TWIN CITY FILTER SERVICE	\$540.58	SCOTT CHRISTENSON
02/16/2016	02/17/2016	VIKING ELECTRIC-CREDIT DE	\$578.35	SCOTT CHRISTENSON
02/16/2016	02/17/2016	VIKING ELECTRIC-CREDIT DE	\$152.29	SCOTT CHRISTENSON
02/16/2016	02/17/2016	VIKING ELECTRIC-CREDIT DE	\$213.36	SCOTT CHRISTENSON
02/16/2016	02/17/2016	VIKING ELECTRIC-CREDIT DE	\$352.80	SCOTT CHRISTENSON
02/16/2016	02/17/2016	MINNESOTA AIR OAKDALE	\$306.50	SCOTT CHRISTENSON
02/06/2016	02/08/2016	BARNES & NOBLE #2227	\$28.91	MELINDA COLEMAN
02/05/2016	02/08/2016	MINNESOTA CHIEFS OF POLIC	\$355.00	KERRY CROTTY
02/05/2016	02/08/2016	MINNESOTA CHIEFS OF POLIC	\$355.00	KERRY CROTTY
02/05/2016	02/08/2016	MINNESOTA CHIEFS OF POLIC	\$445.00	KERRY CROTTY
02/17/2016	02/18/2016	FBI LEEDA INC	\$50.00	KERRY CROTTY
02/06/2016	02/08/2016	G&K SERVICES AR	\$27.16	CHARLES DEAVER
02/09/2016	02/10/2016	FRATTALLONES WOODBURY AC	\$19.27	CHARLES DEAVER
02/17/2016	02/18/2016	ADAMS PEST CONTROL	\$137.80	CHARLES DEAVER
02/05/2016	02/08/2016	COMMERCIAL POOL & SPA SUP	\$167.50	TOM DOUGLASS
02/06/2016	02/08/2016	G&K SERVICES AR	\$351.92	TOM DOUGLASS
02/08/2016	02/10/2016	FULL CIRCLE PADDING INC	\$83.59	TOM DOUGLASS
02/09/2016	02/10/2016	COMMERCIAL POOL & SPA SUP	\$393.50	TOM DOUGLASS
02/12/2016	02/15/2016	HENRIKSEN ACE HARDWARE	\$2.00	TOM DOUGLASS
02/16/2016	02/17/2016	WW GRAINGER	\$239.62	TOM DOUGLASS
02/16/2016	02/18/2016	THE HOME DEPOT 2801	\$25.92	TOM DOUGLASS
02/18/2016	02/19/2016	CORE HEALTH & FITNESS	\$25.19	TOM DOUGLASS
02/16/2016	02/18/2016	MENARDS MAPLEWOOD MN	\$30.99	DOUG EDGE
02/08/2016	02/09/2016	U OF M CONTLEARNING OS	\$70.00	ANDREW ENGSTROM
02/08/2016	02/10/2016	OFFICE DEPOT #1090	\$110.20	CHRISTINE EVANS
02/09/2016	02/11/2016	QEP PROFESSIONAL BOOKS	\$884.00	CHRISTINE EVANS
02/10/2016	02/11/2016	CREATESPACE	\$1,399.64	CHRISTINE EVANS
02/10/2016	02/11/2016	CREATESPACE	\$1,589.49	CHRISTINE EVANS
02/10/2016	02/11/2016	CREATESPACE	\$1,475.39	CHRISTINE EVANS
02/10/2016	02/12/2016	FIRST SHRED	\$28.00	CHRISTINE EVANS
02/10/2016	02/11/2016	AT&T*BILL PAYMENT	\$37.26	MYCHAL FOWLDS
02/16/2016	02/17/2016	CDW GOVERNMENT	\$152.10	MYCHAL FOWLDS
02/16/2016	02/17/2016	VSN*DOTGOVREGISTRATION	\$125.00	MYCHAL FOWLDS
02/06/2016	02/08/2016	IDU*INSIGHT PUBLIC SEC	(\$312.35)	NICK FRANZEN
02/08/2016	02/09/2016	BESTBUYCOM780283020178	\$117.73	NICK FRANZEN
02/09/2016	02/10/2016	IDU*INSIGHT PUBLIC SEC	\$126.65	NICK FRANZEN
02/10/2016	02/12/2016	DATA Q DIRECT	\$885.00	NICK FRANZEN

02/13/2016	02/15/2016	APL* ITUNES.COM/BILL	\$5.35	NICK FRANZEN
02/04/2016	02/08/2016	MN NURSERY LANDSCAPE AS	\$100.00	VIRGINIA GAYNOR
02/17/2016	02/18/2016	SPARTAN PROMOTIONAL GRP	\$88.10	VIRGINIA GAYNOR
02/17/2016	02/18/2016	BEST BUY MHT 00000109	\$35.34	CLARENCE GERVAIS
02/09/2016	02/10/2016	GRANDMAS BAKERY INC	\$48.48	CHRISTINE GIBSON
02/10/2016	02/12/2016	STAPLES 00118851	\$8.12	CHRISTINE GIBSON
02/15/2016	02/16/2016	GRANDMAS BAKERY INC	\$48.48	CHRISTINE GIBSON
02/17/2016	02/19/2016	GRAND CLEANERS	\$99.76	CHRISTINE GIBSON
02/05/2016	02/08/2016	FRATTALLONES WOODBURY AC	\$51.39	MARK HAAG
02/16/2016	02/17/2016	ADVANCE AUTO PARTS #7152	\$143.44	TIMOTHY HOFMEISTER
02/16/2016	02/17/2016	HENRIKSEN ACE HARDWARE	\$17.43	TIMOTHY HOFMEISTER
02/16/2016	02/18/2016	THE HOME DEPOT 2801	\$14.76	TIMOTHY HOFMEISTER
02/10/2016	02/11/2016	PP*NATURESMART	\$30.00	ANN HUTCHINSON
02/11/2016	02/12/2016	DALCO ENTERPRISES, INC	\$58.45	DAVID JAHN
02/18/2016	02/19/2016	TARGET 00011858	\$27.26	JUSTIN JAMES
02/11/2016	02/12/2016	CHIEF SUPPLY	\$245.47	KEVIN JOHNSON
02/15/2016	02/16/2016	BOSS SAFETY PRODUCTS	\$120.76	KEVIN JOHNSON
02/08/2016	02/09/2016	CUB FOODS #1599	\$37.54	LOIS KNUTSON
02/08/2016	02/10/2016	HONEYBAKED HAM 2527-P2PE	\$122.01	LOIS KNUTSON
02/11/2016	02/15/2016	FIRST SHRED	\$47.30	LOIS KNUTSON
02/05/2016	02/08/2016	THOMSON WEST*TCD	\$337.49	DAVID KVAM
02/04/2016	02/08/2016	MENARDS MAPLEWOOD MN	\$39.98	STEVE LUKIN
02/08/2016	02/09/2016	AIRGASS NORTH	\$74.76	STEVE LUKIN
02/08/2016	02/09/2016	AIRGASS NORTH	\$177.74	STEVE LUKIN
02/10/2016	02/11/2016	OVERHEAD DOOR COMPANY OF	\$956.79	STEVE LUKIN
02/13/2016	02/15/2016	COMCAST CABLE COMM	\$173.72	STEVE LUKIN
02/05/2016	02/08/2016	WHITE BEAR AREA CHAMBE	\$240.00	MIKE MARTIN
02/08/2016	02/09/2016	NDC TRAINING	\$1,125.00	MIKE MARTIN
02/08/2016	02/09/2016	ZOLL MEDICAL CORP	\$546.61	MICHAEL MONDOR
02/11/2016	02/12/2016	ARROW INTERNATIONAL	\$2,767.75	MICHAEL MONDOR
02/15/2016	02/17/2016	HOLIDAY STNSTORE 3519	\$25.33	MICHAEL MONDOR
02/18/2016	02/19/2016	IN *PEDIATRIC EMERGENCY S	\$95.00	MICHAEL MONDOR
02/05/2016	02/08/2016	AUTO PLUS-LITTLE CANADA	\$193.06	STEVEN PRIEM
02/05/2016	02/08/2016	LITTLE FALLS MACHINE INC	\$541.41	STEVEN PRIEM
02/08/2016	02/10/2016	TRI-STATE BOBCAT	\$225.51	STEVEN PRIEM
02/09/2016	02/10/2016	AUTO PLUS-LITTLE CANADA	\$117.48	STEVEN PRIEM
02/09/2016	02/10/2016	AUTO PLUS-LITTLE CANADA	\$29.34	STEVEN PRIEM
02/09/2016	02/10/2016	METRO PRODUCTS INC	\$66.68	STEVEN PRIEM
02/09/2016	02/11/2016	FRONTIER INC	\$165.97	STEVEN PRIEM
02/10/2016	02/11/2016	FACTORY MOTOR PARTS #19	\$60.70	STEVEN PRIEM
02/10/2016	02/11/2016	FACTORY MOTOR PARTS #19	\$140.06	STEVEN PRIEM
02/11/2016	02/15/2016	TRI-STATE BOBCAT	\$329.39	STEVEN PRIEM
02/11/2016	02/15/2016	LARSONS AUTOMOTIVE OF MAP	\$52.59	STEVEN PRIEM
02/12/2016	02/15/2016	TOWMASTER	\$359.50	STEVEN PRIEM
02/12/2016	02/15/2016	TRI-STATE BOBCAT	\$394.20	STEVEN PRIEM
02/12/2016	02/15/2016	AUTO PLUS-LITTLE CANADA	\$160.17	STEVEN PRIEM
02/12/2016	02/15/2016	AN FORD WHITE BEAR LAK	\$36.40	STEVEN PRIEM
02/12/2016	02/15/2016	MACQUEEN EQUIPMENT INC	\$172.35	STEVEN PRIEM
02/16/2016	02/17/2016	AUTO PLUS-LITTLE CANADA	\$199.14	STEVEN PRIEM
02/16/2016	02/17/2016	AUTO PLUS-LITTLE CANADA	\$16.70	STEVEN PRIEM
02/16/2016	02/17/2016	AUTO PLUS-LITTLE CANADA	\$9.60	STEVEN PRIEM
02/16/2016	02/17/2016	AN FORD WHITE BEAR LAK	\$828.16	STEVEN PRIEM
02/17/2016	02/18/2016	AN FORD WHITE BEAR LAK	(\$173.00)	STEVEN PRIEM
02/17/2016	02/18/2016	FACTORY MOTOR PARTS #19	\$37.62	STEVEN PRIEM
02/17/2016	02/18/2016	OREILLY AUTO 00020743	\$5.35	STEVEN PRIEM
02/17/2016	02/18/2016	AN FORD WHITE BEAR LAK	\$26.94	STEVEN PRIEM
02/17/2016	02/18/2016	CRYSTEEL TRUCK EQUIP INC	\$321.39	STEVEN PRIEM
02/18/2016	02/19/2016	AUTO PLUS-LITTLE CANADA	\$85.74	STEVEN PRIEM

02/09/2016	02/10/2016	BUCKLEGUY COM	\$18.54	KELLY PRINS
02/10/2016	02/11/2016	WW GRAINGER	\$73.38	KELLY PRINS
02/11/2016	02/12/2016	WW GRAINGER	\$20.08	KELLY PRINS
02/16/2016	02/17/2016	WW GRAINGER	\$28.18	KELLY PRINS
02/05/2016	02/08/2016	PIONEER PRESS ADVERTISING	\$2,917.50	TERRIE RAMEAUX
02/11/2016	02/15/2016	MINNESOTA OCCUPATIONAL HE	\$285.20	TERRIE RAMEAUX
02/08/2016	02/09/2016	DALCO ENTERPRISES, INC	\$276.22	MICHAEL REILLY
02/08/2016	02/09/2016	DALCO ENTERPRISES, INC	\$366.24	MICHAEL REILLY
02/10/2016	02/11/2016	HILLYARD INC MINNEAPOLIS	\$52.63	MICHAEL REILLY
02/11/2016	02/12/2016	HILLYARD INC MINNEAPOLIS	\$648.88	MICHAEL REILLY
02/18/2016	02/19/2016	HILLYARD INC MINNEAPOLIS	\$774.28	MICHAEL REILLY
02/18/2016	02/19/2016	HILLYARD INC MINNEAPOLIS	\$14.62	MICHAEL REILLY
02/06/2016	02/09/2016	ELIVATE	\$31.22	LORI RESENDIZ
02/08/2016	02/09/2016	PTONTHENET/COURSES	\$540.00	LORI RESENDIZ
02/09/2016	02/10/2016	ELIVATE	\$393.32	LORI RESENDIZ
02/10/2016	02/11/2016	G&K SERVICES AR	\$94.80	LORI RESENDIZ
02/12/2016	02/15/2016	POWDER BLUE PRODUCTIONS	\$24.95	LORI RESENDIZ
02/14/2016	02/15/2016	LES MILLS WEST COAST INC	\$34.95	LORI RESENDIZ
02/09/2016	02/10/2016	BCS*ISD 622 COMMUNITY ED	\$1,285.00	AUDRA ROBBINS
02/14/2016	02/15/2016	CTC*CONSTANTCONTACT.COM	\$60.00	AUDRA ROBBINS
02/17/2016	02/18/2016	PANERA BREAD #601305	\$52.94	AUDRA ROBBINS
02/05/2016	02/08/2016	MNSCU	\$27.00	ROBERT RUNNING
02/12/2016	02/15/2016	LTG POWER EQUIPMENT	\$62.85	ROBERT RUNNING
02/17/2016	02/19/2016	RED WING SHOE #729	\$186.99	ROBERT RUNNING
02/09/2016	02/10/2016	LILLIE SUBURBAN NEWSPAPER	\$264.20	DEB SCHMIDT
02/12/2016	02/15/2016	PAYPAL *RUBBERSPECI	\$259.00	DEB SCHMIDT
02/17/2016	02/18/2016	LILLIE SUBURBAN NEWSPAPER	\$268.25	DEB SCHMIDT
02/10/2016	02/11/2016	IN *ENCOMPASS TELEMATICS,	\$650.00	PAUL SCHNELL
02/10/2016	02/12/2016	DOWNTOWNER CAR WASH	\$8.60	PAUL SCHNELL
02/11/2016	02/12/2016	PAYPAL *MACIA	\$25.00	PAUL SCHNELL
02/06/2016	02/08/2016	CINTAS 60A SAP	\$111.45	SCOTT SCHULTZ
02/06/2016	02/08/2016	CINTAS 60A SAP	\$112.28	SCOTT SCHULTZ
02/11/2016	02/15/2016	ON SITE SANITATION INC	\$37.29	SCOTT SCHULTZ
02/14/2016	02/15/2016	REPUBLIC SERVICES TRASH	\$199.61	SCOTT SCHULTZ
02/11/2016	02/15/2016	OFFICE DEPOT #1090	\$98.90	FAITH SHEPPERD
02/08/2016	02/09/2016	DON'S PAINT & COLLISION	\$1,589.58	MICHAEL SHORTREED
02/09/2016	02/11/2016	HOMEDEPOT.COM	\$106.03	MICHAEL SHORTREED
02/10/2016	02/12/2016	HOMEDEPOT.COM	\$53.53	MICHAEL SHORTREED
02/11/2016	02/15/2016	LITTLE VENETIAN	\$25.00	MICHAEL SHORTREED
02/16/2016	02/17/2016	GRAFIX SHOPPE	\$92.50	MICHAEL SHORTREED
02/17/2016	02/19/2016	MENARDS MAPLEWOOD MN	(\$16.04)	MICHAEL SHORTREED
02/17/2016	02/19/2016	MENARDS MAPLEWOOD MN	\$48.14	MICHAEL SHORTREED
02/17/2016	02/19/2016	MENARDS MAPLEWOOD MN	\$233.97	MICHAEL SHORTREED
02/13/2016	02/15/2016	ORIGINAL MATTRESS FACT	\$37.49	RONALD SVENDSEN
02/09/2016	02/10/2016	MINNESOTA TRANSPORTATION	\$50.00	MICHAEL THOMPSON
02/11/2016	02/15/2016	THE HOME DEPOT 2801	(\$6.04)	JEFF WILBER
02/11/2016	02/15/2016	THE HOME DEPOT 2801	\$23.81	JEFF WILBER
02/11/2016	02/15/2016	THE HOME DEPOT 2801	\$21.34	JEFF WILBER
02/05/2016	02/08/2016	JOHN E. REID AND ASSOC	\$550.00	TAMMY WYLIE
02/11/2016	02/12/2016	BESTBUYCOM780279019879	(\$38.54)	TAMMY WYLIE
02/11/2016	02/12/2016	BESTBUYCOM780279019879	\$38.54	TAMMY WYLIE
02/12/2016	02/15/2016	BESTBUYCOM780279019879	(\$57.77)	TAMMY WYLIE
02/17/2016	02/18/2016	BESTBUYCOM781433022507	\$38.50	TAMMY WYLIE
02/10/2016	02/11/2016	PAYPAL *AMEMASSOCIA	\$130.00	SUSAN ZWIEG
02/10/2016	02/11/2016	PAYPAL *AMEMASSOCIA	\$130.00	SUSAN ZWIEG

\$41,703.97

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>	<u>Exp Reimb, Severance, Conversion incl in Amount</u>
	02/26/16	ABRAMS, MARYLEE	456.30	
	02/26/16	JUENEMANN, KATHLEEN	456.30	
	02/26/16	SLAWIK, NORA	518.43	
	02/26/16	SMITH, BRYAN	456.30	
	02/26/16	XIONG, TOU	456.30	
	02/26/16	COLEMAN, MELINDA	5,911.41	
	02/26/16	FUNK, MICHAEL	4,725.70	
	02/26/16	KNUTSON, LOIS	2,528.39	
	02/26/16	CHRISTENSON, SCOTT	2,199.11	
	02/26/16	JAHN, DAVID	2,375.32	
	02/26/16	BURLINGAME, SARAH	2,433.31	
	02/26/16	KNUTSON, ALEC	330.00	
	02/26/16	RAMEAUX, THERESE	3,823.44	
	02/26/16	BAUMAN, GAYLE	5,026.96	
	02/26/16	OSWALD, BRENDA	2,048.64	
	02/26/16	ANDERSON, CAROLE	2,611.76	
	02/26/16	DEBILZAN, JUDY	2,282.59	
	02/26/16	RUEB, JOSEPH	3,333.72	
	02/26/16	ARNOLD, AJLA	1,942.03	
	02/26/16	BEGGS, REGAN	1,820.81	
	02/26/16	HAAG, KAREN	4,707.36	
	02/26/16	LO, CHING	844.09	
	02/26/16	SCHMIDT, DEBORAH	3,281.11	
	02/26/16	CRAWFORD, LEIGH	1,964.19	
	02/26/16	LARSON, MICHELLE	2,042.59	
	02/26/16	MECHELKE, SHERRIE	1,126.19	
	02/26/16	MOY, PAMELA	1,634.07	
	02/26/16	OSTER, ANDREA	2,049.51	
	02/26/16	RICHTER, CHARLENE	1,048.07	
	02/26/16	VITT, SANDRA	1,237.52	
	02/26/16	WEAVER, KRISTINE	2,534.49	
	02/26/16	BERG, TERESA	1,960.00	
	02/26/16	CORCORAN, THERESA	2,044.89	
	02/26/16	KVAM, DAVID	4,551.01	
	02/26/16	SCHNELL, PAUL	5,248.66	
	02/26/16	SHEA, STEPHANIE	1,610.59	
	02/26/16	SHEPPERD, FAITH	2,023.70	
	02/26/16	SHORTREED, MICHAEL	4,423.37	
	02/26/16	WYLIE, TAMMY	1,801.79	
	02/26/16	ABEL, CLINT	3,404.82	
	02/26/16	ALDRIDGE, MARK	4,136.91	
	02/26/16	BAKKE, LONN	3,392.41	
	02/26/16	BARTZ, PAUL	3,408.93	
	02/26/16	BELDE, STANLEY	3,421.30	
	02/26/16	BENJAMIN, MARKESE	3,155.96	
	02/26/16	BIERDEMAN, BRIAN	3,861.61	
	02/26/16	BUSACK, DANIEL	4,071.44	
	02/26/16	CARNES, JOHN	2,929.94	
	02/26/16	CROTTY, KERRY	4,167.21	
	02/26/16	DEMULLING, JOSEPH	3,950.16	133.06
	02/26/16	DUGAS, MICHAEL	4,084.37	
	02/26/16	ERICKSON, VIRGINIA	3,583.36	

02/26/16	FISHER, CASSANDRA	1,581.94	
02/26/16	FORSYTHE, MARCUS	3,240.81	
02/26/16	FRITZE, DEREK	3,271.38	
02/26/16	GABRIEL, ANTHONY	3,772.44	160.00
02/26/16	HAWKINSON JR, TIMOTHY	3,422.24	
02/26/16	HER, PHENG	3,035.88	
02/26/16	HIEBERT, STEVEN	3,421.30	
02/26/16	HOEMKE, MICHAEL	2,642.48	
02/26/16	HOFMEISTER, TIMOTHY	503.75	
02/26/16	JAMES JR, JUSTIN	464.00	
02/26/16	JASKOWIAK, AMANDA	480.00	
02/26/16	JOHNSON, KEVIN	4,382.38	
02/26/16	KONG, TOMMY	3,162.13	
02/26/16	KREKELER, NICHOLAS	1,003.39	
02/26/16	KROLL, BRETT	3,176.89	
02/26/16	LANDEROS CRUZ, JESSICA	464.00	
02/26/16	LANGNER, SCOTT	3,162.13	
02/26/16	LANGNER, TODD	3,593.42	
02/26/16	LYNCH, KATHERINE	3,240.81	
02/26/16	MARINO, JASON	3,220.38	
02/26/16	MCCARTY, GLEN	3,411.66	
02/26/16	METRY, ALESIA	3,334.60	
02/26/16	MICHELETTI, BRIAN	3,325.82	
02/26/16	MULVIHILL, MARIA	2,742.48	100.00
02/26/16	NYE, MICHAEL	4,299.51	
02/26/16	OLDING, PARKER	745.20	
02/26/16	OLSON, JULIE	3,162.13	
02/26/16	PARKER, JAMES	3,035.88	
02/26/16	PETERSON, JARED	2,218.48	
02/26/16	REZNY, BRADLEY	3,503.93	
02/26/16	SCHOEN, ZACHARY	3,095.24	
02/26/16	SLATER, BENJAMIN	2,642.48	
02/26/16	STARKEY, ROBERT	471.25	
02/26/16	STEINER, JOSEPH	4,045.23	
02/26/16	SYPNIEWSKI, WILLIAM	3,098.90	
02/26/16	TAUZELL, BRIAN	3,296.70	
02/26/16	THEISEN, PAUL	3,334.60	
02/26/16	THIENES, PAUL	3,786.81	
02/26/16	VANG, PAM	2,077.14	
02/26/16	WENZEL, JAY	3,278.62	
02/26/16	XIONG, KAO	3,375.70	
02/26/16	ZAPPA, ANDREW	2,388.24	
02/26/16	ANDERSON, BRIAN	380.38	
02/26/16	BAHL, DAVID	441.32	
02/26/16	BASSETT, BRENT	196.75	
02/26/16	BAUMAN, ANDREW	3,250.24	
02/26/16	BEITLER, NATHAN	149.19	
02/26/16	BOURQUIN, RON	1,018.25	
02/26/16	CAPISTRANT, JACOB	194.20	
02/26/16	CAPISTRANT, JOHN	580.56	
02/26/16	COREY, ROBERT	390.99	
02/26/16	CRAWFORD - JR, RAYMOND	4,434.88	
02/26/16	CRUMMY, CHARLES	381.52	
02/26/16	DABRUZZI, THOMAS	3,239.48	
02/26/16	DAWSON, RICHARD	3,967.70	
02/26/16	EVERSON, PAUL	3,938.89	
02/26/16	HAGEN, MICHAEL	863.23	
02/26/16	HALE, JOSEPH	441.88	
02/26/16	HALWEG, JODI	3,909.62	
02/26/16	HAWTHORNE, ROCHELLE	4,524.38	
02/26/16	HUTCHINSON, JAMES	509.89	
02/26/16	IMM, TRACY	240.32	
02/26/16	JANSEN, CHAD	270.74	

02/26/16	KANE, ROBERT	937.63
02/26/16	KARRAS, JAMIE	483.90
02/26/16	KERSKA, JOSEPH	512.16
02/26/16	KONDER, RONALD	884.36
02/26/16	KUBAT, ERIC	3,233.96
02/26/16	LINDER, TIMOTHY	5,032.50
02/26/16	LOCHEN, MICHAEL	881.01
02/26/16	MERKATORIS, BRETT	197.11
02/26/16	MONDOR, MICHAEL	4,025.34
02/26/16	MORGAN, JEFFERY	234.31
02/26/16	NEILY, STEVEN	322.70
02/26/16	NIELSEN, KENNETH	72.96
02/26/16	NOVAK, JEROME	3,938.66
02/26/16	NOWICKI, PAUL	248.30
02/26/16	OLSON, JAMES	3,654.42
02/26/16	OPHEIM, JOHN	302.80
02/26/16	PACHECO, ALPHONSE	225.55
02/26/16	PARROW, JOSHUA	199.53
02/26/16	PETERSON, MARK	617.81
02/26/16	PETERSON, ROBERT	3,458.17
02/26/16	POWERS, KENNETH	547.46
02/26/16	RAINEY, JAMES	947.94
02/26/16	RICE, CHRISTOPHER	39.91
02/26/16	RODDY, BRETT	317.48
02/26/16	RODRIGUEZ, ROBERTO	318.19
02/26/16	SEDLACEK, JEFFREY	3,405.60
02/26/16	STREFF, MICHAEL	3,501.30
02/26/16	SVENDSEN, RONALD	4,554.49
02/26/16	TROXEL, REID	37.55
02/26/16	GERVAIS-JR, CLARENCE	4,281.98
02/26/16	LUKIN, STEVEN	4,988.41
02/26/16	ZWIEG, SUSAN	1,233.66
02/26/16	CORTESI, LUANNE	2,042.59
02/26/16	SINDT, ANDREA	2,681.00
02/26/16	BRINK, TROY	2,904.96
02/26/16	BUCKLEY, BRENT	2,709.00
02/26/16	DEBILZAN, THOMAS	1,463.42
02/26/16	EDGE, DOUGLAS	2,449.35
02/26/16	JONES, DONALD	2,363.35
02/26/16	MEISSNER, BRENT	2,479.75
02/26/16	NAGEL, BRYAN	3,851.10
02/26/16	OSWALD, ERICK	2,406.30
02/26/16	RUIZ, RICARDO	2,015.29
02/26/16	RUNNING, ROBERT	2,729.97
02/26/16	TEVLIN, TODD	2,487.74
02/26/16	BURLINGAME, NATHAN	2,612.00
02/26/16	DUCHARME, JOHN	2,946.31
02/26/16	ENGSTROM, ANDREW	2,966.89
02/26/16	JAROSCH, JONATHAN	3,532.33
02/26/16	LINDBLOM, RANDAL	2,946.31
02/26/16	LOVE, STEVEN	4,167.22
02/26/16	THOMPSON, MICHAEL	5,001.31
02/26/16	ZIEMAN, SCOTT	100.00
02/26/16	JANASZAK, MEGHAN	738.59
02/26/16	KONEWKO, DUWAYNE	4,770.12
02/26/16	SONNEK, MELISSA	817.50
02/26/16	HAMRE, MILES	1,962.40
02/26/16	HAYS, TAMARA	752.73
02/26/16	HINNENKAMP, GARY	2,536.80
02/26/16	NAUGHTON, JOHN	2,324.89
02/26/16	NORDQUIST, RICHARD	2,320.64
02/26/16	ORE, JORDAN	2,015.29
02/26/16	BIESANZ, OAKLEY	2,021.73

02/26/16	DEAVER, CHARLES	819.97
02/26/16	GERNES, CAROLE	1,658.48
02/26/16	HUTCHINSON, ANN	2,873.90
02/26/16	SOUTTER, CHRISTINE	476.88
02/26/16	WACHAL, KAREN	1,145.49
02/26/16	GAYNOR, VIRGINIA	3,513.22
02/26/16	HOIER, KARA	179.98
02/26/16	JOHNSON, ELIZABETH	1,625.14
02/26/16	KROLL, LISA	2,106.59
02/26/16	FINWALL, SHANN	3,553.89
02/26/16	LORENZ, DANIELA	382.50
02/26/16	MARTIN, MICHAEL	3,371.97
02/26/16	BRASH, JASON	2,941.29
02/26/16	CARVER, NICHOLAS	4,517.64
02/26/16	SWAN, DAVID	2,970.59
02/26/16	SWANSON, CHRIS	1,972.99
02/26/16	WEIDNER, JAMES	1,540.00
02/26/16	WELLENS, MOLLY	2,161.94
02/26/16	ABRAHAMSON, AMANDA	53.00
02/26/16	ANDERSON, JOSHUA	92.00
02/26/16	BJORK, BRANDON	233.75
02/26/16	BRENEMAN, NEIL	2,558.95
02/26/16	ETTER, LAURA	56.00
02/26/16	HILDEBRANDT, ALANNA	54.00
02/26/16	JACOBS, ROCHELLE	142.50
02/26/16	JASKULSKE, JOHN	28.00
02/26/16	JORGENSON, SETH	127.00
02/26/16	KUSTERMAN, KEVIN	53.00
02/26/16	LESNICK, JACOB	81.00
02/26/16	MCKANE, COLLIN	108.00
02/26/16	MIGGLER, ABIGAIL	14.00
02/26/16	MOUA, CHEE	37.50
02/26/16	MURRAY, LYND SAY	108.00
02/26/16	NORDLING, AARON	150.00
02/26/16	PHENGPHAENG, MAICHOVA	274.50
02/26/16	PHENGPHAENG, RICKY	29.25
02/26/16	PIEPER, THEODORE	206.00
02/26/16	RASMUSSEN, BRADLEY	57.00
02/26/16	ROBBINS, AUDRA	3,605.73
02/26/16	ROBBINS, CAMDEN	489.50
02/26/16	RUSS, KAYLA	85.50
02/26/16	RYCHLICKI, NICHOLE	60.00
02/26/16	SALCHOW, CONNOR	162.00
02/26/16	SALINAS, DANIEL	54.00
02/26/16	STILP, MADISON	14.00
02/26/16	TAYLOR, JAMES	3,605.73
02/26/16	THIELMAN, RICHARD	97.50
02/26/16	WILLIAMS, JAMES	121.50
02/26/16	XIONG, BLONG	116.00
02/26/16	ADAMS, DAVID	2,207.20
02/26/16	HAAG, MARK	2,592.95
02/26/16	JENSEN, JOSEPH	1,835.31
02/26/16	SCHULTZ, SCOTT	3,894.83
02/26/16	WILBER, JEFFREY	1,905.79
02/26/16	CRANDALL, KRISTA	80.33
02/26/16	DIONNE, ANN	346.50
02/26/16	EVANS, CHRISTINE	2,174.03
02/26/16	GIBSON, CHRISTINE	2,063.96
02/26/16	HENDRICKS, JENNIFER	596.45
02/26/16	HERMANN, MICHELLE	231.00
02/26/16	HOFMEISTER, MARY	1,201.60
02/26/16	KRECH, TRAVIS	274.50
02/26/16	KUHN, MATTHEW	319.50

02/26/16	O'CONNOR, TERRINA	1,018.63
02/26/16	ORTIZ, ROSALIA	346.50
02/26/16	RUZICHKA, JANICE	267.81
02/26/16	SKRYPEK, JOSHUA	434.50
02/26/16	ST SAUVER, CRAIG	726.00
02/26/16	WISTL, MOLLY	383.13
02/26/16	YANG, YOUA	365.00
02/26/16	BASSETT, ANDREA	191.00
02/26/16	BEAR, AMANDA	220.50
02/26/16	BUTLER, ANGELA	95.82
02/26/16	DEMPSEY, BETH	312.40
02/26/16	ERICKSON-CLARK, CAROL	37.50
02/26/16	GARTNER, DARYL	68.00
02/26/16	GREGG, PETER	289.25
02/26/16	GRUENHAGEN, LINDA	413.43
02/26/16	GUSTAFSON, BRENDA	196.00
02/26/16	HAASCH, ANGELA	66.50
02/26/16	HOLMBERG, LADONNA	169.14
02/26/16	IACARELLA-FUDALI, BARBARA	73.00
02/26/16	JOHNSON, BARBARA	497.00
02/26/16	KRASS, JEFFERY	144.00
02/26/16	LAMSON, ELIANA	27.38
02/26/16	MCKILLOP, AMANDA	146.26
02/26/16	MUSKAT, JULIE	161.77
02/26/16	NITZ, CARA	347.41
02/26/16	OHS, CYNTHIA	127.88
02/26/16	RANEY, COURTNEY	1,032.26
02/26/16	RESENDIZ, LORI	2,837.55
02/26/16	RICHTER, DANIEL	114.90
02/26/16	ROLLERSON, TERRANCE	45.57
02/26/16	ROMERO, JENNIFER	47.00
02/26/16	SCHERER, KATHLENE	44.19
02/26/16	SCHREIER, ROSEMARIE	130.70
02/26/16	SMITLEY, SHARON	254.96
02/26/16	TREPANIER, TODD	331.32
02/26/16	TRUONG, CHAU	84.00
02/26/16	TUPY, HEIDE	17.36
02/26/16	TUPY, MARCUS	96.00
02/26/16	WAGNER, JODY	109.00
02/26/16	WAKEM, CAITLYN	36.00
02/26/16	YANG, JUDY	122.00
02/26/16	ZIMMERMAN, JANE	279.52
02/26/16	AUBUCHON, IMAGINARA	814.08
02/26/16	BILJAN, MERANDA	28.50
02/26/16	BOSLEY, CAROL	129.25
02/26/16	BUTLER-MILLER, JADE	175.77
02/26/16	CHRISTAL, JENNIFER	82.50
02/26/16	ELLISON, LELIA	65.00
02/26/16	FRANZMEIER, EILEEN	152.25
02/26/16	GRACE, EMILY	175.89
02/26/16	LANGER, CHELSEA	66.50
02/26/16	AUSTIN, CATHERINE	243.00
02/26/16	CRAWFORD, SHAWN	600.00
02/26/16	DOUGLASS, TOM	2,394.19
02/26/16	HEINTZ, JOSHUA	198.00
02/26/16	KRECH, ELAINE	696.64
02/26/16	MALONEY, SHAUNA	238.50
02/26/16	PRINS, KELLY	2,023.70
02/26/16	REILLY, MICHAEL	2,081.69
02/26/16	STEFFEN, MICHAEL	108.00
02/26/16	TRAUTMAN, JACOB	252.00
02/26/16	OJCZYK, CYNTHIA	282.00
02/26/16	PRIEM, STEVEN	2,612.79

	02/26/16	WOEHRLE, MATTHEW	2,495.09
	02/26/16	XIONG, BOON	1,879.29
	02/26/16	BERGO, CHAD	2,936.67
	02/26/16	FOWLDS, MYCHAL	4,136.85
	02/26/16	FRANZEN, NICHOLAS	3,244.77
	02/26/16	RENNER, MICHAEL	2,113.15
99102064	02/26/16	BONKO, NICHOLAS	60.00
99102065	02/26/16	BRADY, MADYSON	108.00
99102066	02/26/16	DIEZ, ANTONIO	259.00
99102067	02/26/16	GREENER, DOUGLAS	120.75
99102068	02/26/16	KRUEGER, SCOTT	42.00
99102069	02/26/16	MEISSNER, MICHAEL	54.00
99102070	02/26/16	WAGNER, ERIC	112.00
99102071	02/26/16	WILLIAMS III, WALLACE	120.00
99102072	02/26/16	SMITH, JEROME	145.50
99102073	02/26/16	VANG, VICHAI	110.00
99102074	02/26/16	CRAYNE, WILLIAM	207.00
			<u>534,113.01</u>

AGENDA REPORT

TO: Melinda Coleman, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Approval of Accept Donations on our Behalf to the National Fire Safety Council for Fire Education Literature
DATE: March 9, 2016

INTRODUCTION

The National Fire Safety Council, Inc. received donations in the amount of \$1,848.75 on our behalf from Schmelz Countryside, Kline Autoworld Volvo, Kline Autoworld Nissan, Saints North Maplewood Roller Rink, Allhiser Insurance, Hmong American Alliance Church, University Auto and MyMedical Clinic for the purchase of fire education literature.

RECOMMENDATION

I recommend that the city council approve to accept the donations on our behalf in the amount of \$1,848.75 to the National Fire Safety Council, Inc.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, Director of Public Works
Bryan Nagel, Street Superintendent

DATE: March 7, 2016

SUBJECT: Authorize Purchase of Bituminous Materials for 2016

Introduction

Each year an allocation is made in the Public Works operating budget for bituminous purchases in order to maintain roads through patching, paving, and curb repairs.

It is anticipated that the bituminous purchases will be \$55,000.00 during the 2016 season. This amount is budgeted and was approved as part of the 2016 budget.

Discussion

The supplier of bituminous materials is TA Schifsky and Sons due the proximate location in North Saint Paul (5 minutes from our yard), similar or lower pricing to other plants, and also because they allow our crews to recycle materials at no charge. The other nearby plant is in St. Paul which is approximately a 35-40 minute round trip which is not efficient in vehicle use or staff time.

The most recent available pricing that the Street Superintendent obtained on March 7, 2016 from TA Schifsky and Sons was for \$57.50/ton (still operating under 2015 pricing with possible price adjustment in April 2016) while the City of St. Paul is at \$75.00/ton (2016 temporary price list). The price list at both plants fluctuates with the change in commodity pricing. It is proposed to continue utilizing the materials from TA Schifsky and Sons for 2016 since it has been found to continue to be the most competitive for our use.

Budget Impact

There is no impact on the approved budget as this expenditure was expected and approved as part of the 2016 Public Works operating budget:

- Street Maintenance 101-502-000-4180 \$55,000.00

Recommendation

It is recommended that the City Council authorize the Street Superintendent to purchase bituminous materials in an amount up to \$55,000.00 from T.A. Schifsky and Sons.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, Director of Public Works
Bryan Nagel, Street Superintendent

DATE: March 1, 2016

SUBJECT: Approval to Authorize Ramsey County to Perform 2016 Street Striping

Introduction

Each year the Ramsey County Public Works Department provides roadway pavement striping services to the various municipalities within the county. The council will consider authorizing Ramsey County to perform pavement striping needs for Maplewood.

Background

Pavement striping is important to vehicular and pedestrian traffic. Ramsey County has sent out the yearly notification for the 2016 striping services. Each year when staff receives the notification it evaluates the existing conditions and any upcoming projects or maintenance operations. Typically about 50% of striping throughout the city is done each year, similar to what is proposed for 2016.

Budget Impact

The funds were allocated in the approved 2016 Public Works operating budget under 101-502 "Fees for service". No adjustments are necessary.

Recommendation

It is recommended that the council authorize Ramsey County to perform city pavement striping needs, in an amount not to exceed \$24,000.00.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, City Engineer / Public Works Director

DATE: March 5, 2016

SUBJECT: Approval of Resolution Approving Final Payment and Acceptance of Project, TH 36/English Street Interchange Improvements, City Project 09-08

Introduction

The city council will consider approving the attached resolution approving final payment and acceptance of project for the TH 36/English Street Interchange Improvements, City Project 09-08.

Background

The council awarded a construction contract to Forest Lake Contracting, Inc. for the TH 36/English Street Interchange Improvements, City Project 09-08 on January 28, 2013 in the amount of \$16,577,185.42. There have been six change orders to date in the total amount of \$2,555,862.29 with a revised approved contract total of \$19,133,047.71.

Discussion

The contractor, Forest Lake Contracting, Inc., 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. The full 160 page payment document is available in office of city engineer.

Budget Impact

The final construction contract amount is \$19,133,047.71 while the actual construction cost is \$19,074,579.20. 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 TH 36/English Street Interchange Improvements, City Project 09-08.

Attachments

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

**RESOLUTION
APPROVING FINAL PAYMENT AND ACCEPTANCE OF PROJECT
PROJECT 09-08**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvements Project 09-08, Highway 36/English Street Interchange Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the City Engineer for the City of Maplewood has determined that the Highway 36/English Street Interchange Improvements Project 09-08 is complete and recommends acceptance of the project.

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

1. City Project 09-08 is complete and maintenance of these improvements is accepted by the city; the final construction cost is \$19,074,579.20. Final payment to Forest Lake Contracting, Inc., and the release of any retainage or escrow is hereby authorized.

Adopted by the Maplewood City Council on this 14th day of March 2016.

APPLICATION FOR PAYMENT PAYMENT NO. 19 (FINAL)

City Contract: 09-08
 State Project No: 6211-90, 138-010-018, 138-010-012, 138-104-008, 138-010-004
 138-153-001, S.A.P. 062-625-036
 Owner: City of Maplewood
 Contractor: Forest Lake Contracting, Inc.
 Project: TH 36/English Street Interchange Improvements
 Application Date: 2/10/2016
 For Period Ending: 12/31/2015

Original Contract Amount:	\$	16,577,185.42
Contract Amendments:	\$	2,555,862.29
Contract Amount to Date:	\$	19,133,047.71
Total Amount of Work Completed to Date:	\$	19,074,579.20
Material Stored On-Site but not in Work:	\$	-
Gross Amount Due to Date:	\$	19,074,579.20
Less 0.00% Retainage:	\$	-
Amount Due to Date:	\$	19,074,579.20
Less Previous Payments:	\$	19,063,707.41
Total Due This Application:	\$	10,871.79

I hereby certify that all items and amounts shown are correct for the work completed to-date.	
Contractor: FOREST LAKE CONTRACTING, INC.	
By:	Date: 03/06/2016
The Work on this project and application for payment have been reviewed and the amount shown is recommended for payment.	
Engineer: MINNESOTA DEPARTMENT OF TRANSPORTATION	
By:	Date: 3/7/16
APPROVED FOR PAYMENT	
Owner: CITY OF MAPLEWOOD	
By:	Date:

PAYMENT HISTORY

Payment No.	Payment End-Date	Payment Application Date	Amount
1	3/28/2013	4/2/2013	\$ 235,610.77
2	4/30/2013	5/7/2013	\$ 1,225,368.74
3	5/28/2013	6/4/2013	\$ 1,250,987.55
4	6/17/2013	6/18/2013	\$ 1,743,494.16
5	6/29/2013	7/2/2013	\$ 2,261,270.52
6	7/15/2013	7/16/2013	\$ 1,238,898.89
7	7/29/2013	7/30/2013	\$ 1,432,889.66
8	8/12/2013	8/13/2013	\$ 1,455,344.59
9	8/26/2013	8/27/2013	\$ 1,221,797.81
10	9/9/2013	9/9/2013	\$ 1,302,851.05
11	9/30/2013	10/1/2013	\$ 825,207.15
12	10/18/2013	10/22/2013	\$ 490,429.04
13	11/6/2013	11/12/2013	\$ 1,290,244.46
14	1/29/2014	1/31/2014	\$ 2,242,366.45
15	3/6/2014	3/11/2014	\$ 546,302.60
16	7/30/2014	8/5/2014	\$ 157,054.88
17	12/1/2014	12/8/2014	\$ 95,002.71
18	3/9/2015	3/16/2015	\$ 48,586.38
19	12/31/2015	2/10/2016	\$ 10,871.79
Total Payments:			\$ 19,074,579.20

CONTRACT AMENDMENT HISTORY

Change Order	Change Order No.	Change Order Approval Date	Change Order Payment Date	Amount
	1	4/29/2013	5/7/2013	\$ 47,338.37
	2	6/24/2013	7/2/2013	\$ 48,427.46
	3	8/12/2013	8/27/2013	\$ 45,552.15
	4	10/28/2013	11/12/2013	\$ 328,663.38
	5	1/27/2014	1/31/2014	\$ 1,954,221.04
	6	6/9/2014	8/5/2014	\$ 131,659.89
	7			
	8			
	9			
	10			
	11			
Total Change Order:				\$ 2,555,862.29

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Terrie Rameaux, Human Resource Coordinator
Mike Funk, Assistant City Manager/HR Director

DATE: March 8, 2016

SUBJECT: Approval of 2016 - 2017 Service Agreement between City of Maplewood and National Financial Partners (NFP)

Introduction

The term for the current agreement between the City of Maplewood and NFP ended on December 31, 2015; and staff seeks consideration to approve a new 2-year agreement.

Background

NFP has been a valued strategic partner to the City of Maplewood by providing insurance broker services since April 2004. In 2009, the City and NFP renegotiated their broker fee from \$76,000 per year to \$45,000 per year starting in the 2010 contract year. This resulted in annual savings of \$31,000. This fee is included in the insurance premiums, which is paid to Medica by the City and then dispersed directly to NFP.

NFP works closely with HR Staff and the Insurance Labor-Management Committee to represent the City and Committee's interests in securing competitive bids, successfully bringing insurance costs down, and providing compliance services; particularly with regard to the Affordable Healthcare Act. Since 2005, NFP has saved the city \$1,712,402 in health insurance premiums.

They have a demonstrated track record of responsiveness, professionalism, attention to detail, and have provided excellent customer service to the City. They have also provided additional ongoing support and assistance in the past few years to the City's Wellness Committee. The service agreement is provided for approval and execution as part of this agenda item.

Budget Impact

Since 2010, NFP has not increased the fee from \$45,000. In the attached agreement, NFP again proposes no changes and will keep the fee flat for both years.

The contract fee of \$45,000 was included in the current 2016 budget. This same amount will be forwarded to Finance for inclusion in the 2017 budget.

Recommendation

It is recommended that the City Council approve the attached 2-year service agreement with NFP for calendar years 2016 and 2017.

Attachments

1. 2016 - 2017 Service Agreement between City of Maplewood and NFP

March 1, 2016

Mr. Mike Funk
City of Maplewood
1830 County Rd B East
Maplewood, MN 55109

Dear Mike:

The following outlines the services NFP will provide to the City of Maplewood relative to your employee benefit plans (health, dental, FSA, HRA & COBRA) for the period of January 1, 2016 through December 31, 2017.

Strategic Plan

NFP provides financial consulting and support to assist the City of Maplewood with development of a strategic benefits plan, including:

- Perform separate analysis of each employee benefit plan to determine efficiency and integration.
- Review insurance plan designs and claims experience, as needed, for each benefit.
- Analyze competitiveness of plan positioning, taking into account plan design, employee choice, and both employer and employee costs.
- Recommend plan design and financial funding alternatives based on analysis and strategic objectives.
- Assist in preparation of budget projections.
- Work with the City of Maplewood to establish a renewal strategy encompassing all the components of a cost effective, high quality benefit plan for the upcoming, and future, benefit renewals.

Compliance

NFP provides compliance services that are critical to managing your benefit plans, including:

- Assist Human Resources staff with compliance related issues through training seminars, newsletters and correspondence.
- Review industry, legislative and regulatory developments and consultative recommendations relating to employee benefits.
- Provide consultation on employee relations issues, as needed.
- Grant access to NFP's online human resources library of explanations and analysis of laws, trends and developments in benefits and related areas.
- Offer ten hours of legal services annually with an attorney named by NFP.

Renewal and Plan Service

NFP provides full carrier management services critical to the renewal process and maintenance of your benefit plans. It is our understanding that the objective is to provide a high level of benefits to the City of Maplewood and to keep these benefits within current and future budgets. NFP employs our proprietary benefits management process to help the City of Maplewood anticipate cost increases and proactively implement cost containment measures, including:

- Negotiate with each carrier on renewals.
- Manage the proposal process to ensure competitive programs and pricing.
- Recommend plan design alternatives to best manage costs and offer a competitive benefits package for employees.
- Secure attractive financial alternatives.
- Negotiate rate guarantees and caps with the carriers, if available.
- Resolve escalated and non-standard carrier issues, including assistance with irreconcilable claims, enrollment and billing concerns.
- Improve access to claims reporting through our Decision Master Report powered by Zywave once a year, as needed.

Employee Communication

NFP provides assistance to the City of Maplewood in designing and delivering an employee communications strategy that aligns with your strategic benefit initiatives. Deliverables may include:

- Conduct/review employee surveys to provide objective and subjective feedback to management, if applicable.
- Develop and continuously review effective communication methods to educate the City of Maplewood's employees on their benefits package and the strategic benefit objectives.
- Conduct employee education meetings related to the City of Maplewood's health & welfare benefits.

The City of Maplewood Support

NFP may require the assistance of the City of Maplewood personnel, including:

- Management's input on the City of Maplewood's strategic benefit objectives – short-, mid- and long-term.
- Direction on management objectives related to the adoption of the various plans.
- Communications strategy input and support.
- Support in obtaining benefit plan claims data.
- Confidential census information for renewal purposes.
- Apprize Technology – NFP will pay the annual set up fee and contribute a portion of the administrative fees for the City of Maplewood.

Service Agreement

NFP will receive compensation based on their services, for the health and welfare plans, in the amount of \$45,000 annually for a two year term. This amount is paid by the product vendors on a monthly basis. The City of Maplewood and NFP will review the fee to determine if any adjustments need to be made for the upcoming benefit plan years.

The City of Maplewood agrees that NFP will remain the broker of record with all vendors for the entire contract period between The City of Maplewood and said vendors. If for some reason, other than Cause, NFP is not the broker of record with the vendors, we agree to pay NFP for the balance of the compensation not yet received through the vendors for the contract period.

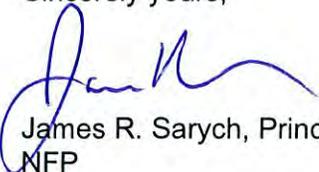
Either party may terminate this agreement with 30 days advance written notice delivered to the party with "Cause". Cause shall be defined as (i) the failure to perform any material term of this Agreement, or (ii) material dishonesty in the performance of services under this Agreement.

The parties hereby acknowledge that the services described above, which are provided by NFP under the letter agreement, "do not relate to an employee benefit plan" in the context of Section 514 of ERISA.

As a subsidiary of National Financial Partners Corp. ("NFP"), we are a member of a financial services network containing approximately 200 owned firms and approximately 300 affiliated firms. Firms within the NFP network engage in one or more of its primary lines of business, which include corporate and executive benefits and property and casualty insurance brokerage. Firms are compensated through fee and commissions for services provided to clients in each of these lines of business. In addition to the standard commissions received for the services provided to you, we or our affiliates may earn additional compensation for our role in providing certain products and services to you under separate contracts with insurance companies and group benefits providers. Insurance companies and group benefits providers may pay us or our affiliate's contingent compensation upon satisfaction of factors such as volume, persistency or profitability of the business placed with such insurance company or group benefits provider. In addition, such product and service providers may pay us or our affiliates fixed amounts related to the support of NFP company conferences, conventions and other marketing efforts.

If the foregoing is in accordance with your understanding, please sign and return to us the duplicate copy of this letter.

Sincerely yours,


James R. Sarych, Principal
NFP

Accepted By: _____

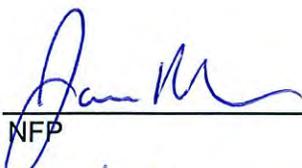
Date: _____

Renewal Rate Verification Agreement

Group Name:	The City of Maplewood
Group Number(s):	47983, 58669, 58671
Insurance Type:	Medical
Insurance Carrier:	Medica
Renewal Date:	January 1, 2016

Category	Current Rates	Category	Renewal Rates
MIC PP HRA \$2500-100%		MIC PP HRA \$2500-100%	
Single	\$735.51	Single	\$735.51
Family	\$1,804.48	Family	\$1,804.48
MIC ME/MES HRA \$2500-100%		MIC ME/MES HRA \$2500-100%	
Single	\$684.03	Single	\$684.03
Family	\$1,678.17	Family	\$1,678.17

The City of Maplewood agrees that NFP will remain the Broker of Record and receive all compensation for this contract between The City of Maplewood & Medica for the contract period of January 1, 2016 through December 31, 2016.



 NFP
 3/1/2016

 Date

 The City of Maplewood

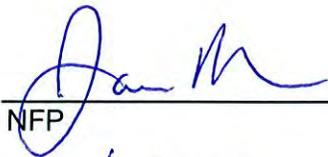
 Date

Renewal Rate Verification Agreement

Group Name:	The City of Maplewood
Group Number(s):	3199
Insurance Type:	Dental
Insurance Carrier:	Delta Dental
Renewal Date:	January 1, 2016

Category	Current	Renewal
Administrative Fee	\$4.75 PEPM	\$4.75 PEPM

The City of Maplewood agrees that NFP will remain the Broker of Record and receive all compensation for this contract between The City of Maplewood & Delta Dental for the contract period of January 1, 2016 through December 31, 2016.



 NFP
 3/1/2016

 Date

 The City of Maplewood

 Date

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, Director Citizen Services
DATE: March 8, 2016
SUBJECT: Approval of a Temporary Lawful Gambling - Local Permit for the Carver Elementary PTO, 2680 Upper Afton Road

Introduction

An application has been submitted for a temporary Lawful Gambling - Local permit by Colleen Monahan on behalf of the Carver Elementary PTO, 2680 Upper Afton Rd.

Background

This permit will be used to conduct a raffle at the organization's Spring Carnival, which the school hosts annually. The event will be held on Friday, May 6, 2016 from 5:30pm to 8:00pm and proceeds will go towards enhancing the educational experience of Carver Elementary students.

The applicant has also submitted an Application for Exempt Permit, required by MN Statute §349.166 and processed by the Minnesota Gambling Control Board upon acknowledgment of the City. MN Statute §349.166 also requires that the applying organization notify the local government unit 30 days before the lawful gambling occasion.

Budget Impact

None

Recommendation

Staff recommends that Council approve the Lawful Gambling - Local permit for the Carver Elementary PTO fundraising event on May 6, 2016 at Carver Elementary School, 2680 Upper Afton Rd

In addition, staff recommends that Council acknowledge the Application for Exempt Permit and waive any objection to the timeliness of said permit, as governed by MN Statute §349.166.

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Mychal Fowlds, IT Director
DATE: March 9, 2016
SUBJECT: **Approval to Enter into Agreement with North Suburban Access Corporation for Webcasting Services**

Introduction

The City of Maplewood has received webcasting services from the North Suburban Access Corporation (NSAC) since 2009. At that time, the agreement was entered into by NSAC and the Ramsey/Washington Suburban Cable Commission (RWSCC). As the City is no longer a member of RWSCC, we now need to enter into a new agreement directly with NSAC.

Background

As stated above, the City of Maplewood and RWSCC began exploring streaming options in 2009. NSAC was chosen as the vendor to provide those services, and an agreement was entered into between NSAC and RWSCC that would allow that service to be offered to member cities of RWSCC. The City began streaming our meetings in 2009 and have been doing so ever since via the service provided by NSAC. The fees for this service were paid for by RWSCC via funds collected from Maplewood cable subscribers.

As of January 1, 2016, the City of Maplewood is no longer a member of RWSCC and, therefore, is no longer eligible to obtain webcasting services from NSAC under the previously entered into agreement. Staff has been satisfied with the streaming services the City has received over the past seven years and are now recommending entering into an agreement for those services directly with NSAC. Approval of this item will allow the City to continue providing live and archived webcasting services for all City Council/Board/Commission meetings.

Budget Impact

The monthly service fees, in the amount of \$1,066.35, have been budgeted for and will be paid for by PEG fees via the Cable Fund.

Recommendation

Staff recommends that the Council give the approval to enter into an agreement with the North Suburban Access Corporation to provide webcasting services to the City of Maplewood.

Attachments

1. Agreement for Webcasting Services

**AGREEMENT FOR WEBCASTING SERVICES PROVIDED
BY NORTH SUBURBAN ACCESS CORPORATION (dba CTV North Suburbs)**

North Suburban Access Corporation, dba CTV North Suburbs (CTV), hereby agrees to provide municipal video webcasting services to the City of Maplewood (City) in return for financial consideration as outlined in the agreement.

1. CTV Agrees that it will:

- a. Post live and/or encoded city meetings on the city's website. Live meetings will be streamed live, while encoded meetings will be posted within 24 hours.
- b. For encoded meetings, post within 24 hours the accompanying agendas. CTV will post links between agenda items and their video discussion within 24 hour.
- c. Provide technical troubleshooting assistance for audio and/or video problems with the web streaming equipment. If city equipment malfunctions CTV will troubleshoot and, if requested, correct the problem at no charge to the city. The city is responsible for any equipment replacement purchases.
- d. Keep web-streamed meetings available on a website archive for a minimum of 18 months

2. City Agrees that it will:

- a. Provide your CTV contact with monthly schedule of all live meetings to be streamed and/or encoded for posting on the website. Meeting types are listed below
 - i. Housing and Economic Development Commission
 - ii. City Council Workshop/Meeting
 - iii. Community Review Design Board
 - iv. Environmental & Natural Resources Commission
 - v. Historical Preservation Commission
 - vi. Human Rights Commission
 - vii. Parks & Recreation Commission
 - viii. Planning Commission
 - ix. Police Civil Service Commission

3. Liability

CTV is not responsible for the content of any live or recorded programming provided by the City and encoded for web streaming.

4. Compensation

a. Beginning on January 1, 2016, City agrees to pay CTV \$1,066.35 per month for the services described above.

b. CTV reserves the right to impose an annual increase to the billed amount – not to exceed_4% - on each anniversary of this contract.

5. Amendment and Cancellation

a. Amendments to this contract require the written agreement of both parties and take effect on the date indicated by the amendment.

b. Either party to this agreement can withdraw from or cancel this agreement with 30 days written notice.

For North Suburban Access Corporation (CTV North Suburbs)

Coralie A. Wilson, Executive Director

Date

For the City of Maplewood (City)

Date

MEMORANDUM

TO: City Manager Melinda Coleman
FROM: Chief of Police Paul P. Schnell
DATE: March 9, 2016
SUBJECT: Approval of Ramsey County Sheriff's Office Special Weapons and Tactics Team Agreement

Introduction

To establish clarity around the function, purpose, and authority of the Ramsey County Sheriff's Special Weapons and Tactics (SWAT) Team, it was determined that a written agreement was needed to formalize understanding across all participating agencies.

Background

The Maplewood Police Department has long participated in the Ramsey County Sheriff's Special Weapons and Tactics Team by providing personnel to support the team and its operations. SWAT is a highly special law enforcement function, necessary to respond to and address some of the incidents with the greatest threat to public safety. While these incidents are fortunately rare, the team is deployed approximately 25 times annually. At present, Maplewood has two officers assigned to the SWAT. SWAT members participate in approximately 3 days of specialized training each month.

The agreement establishes that the local or requesting department maintains overarching incident command in controlled SWAT operations, which is important from a local and liability perspective. The agreement does not establish a special joint powers governance board, as the Team function is regarded as a mutual aid asset.

Budget Impact

As budgeted: staff time, training, and equipment.

Recommendation

It is recommended that the City Council approve the Agreement with and between the Ramsey County Sheriff's Office, the City of Maplewood, and other participating communities.

Attachments

1. Agreement

**RAMSEY COUNTY SHERIFF'S SPECIAL WEAPONS
AND TACTICS TEAM
JOINT POWERS AGREEMENT**

The Parties to this Agreement are the City of Maplewood, the City of White Bear Lake, the City of Mounds View, and the County of Ramsey (collectively, "Parties"). The Parties are all units of government responsible for critical incident response in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the Parties by Minn. Stat § 471.59. This Agreement shall become effective only upon the approval and execution hereof by duly authorized officials of all of the Parties.

NOW, THEREFORE, the undersigned Parties, in the joint and mutual exercise of their powers, agree as follows:

1. Purpose

- 1.1** The purpose of this Joint Powers Agreement ("Agreement") is to formally create and establish the Ramsey County Sheriff's Special Weapons and Tactics Team ("RC-SWAT" or "Team") as an organization to coordinate efforts to develop and provide joint responses to critical incidents or high risk entries where there is a risk of criminal violence, occurring within and outside of the Parties' jurisdictions.
- 1.2** It is the intent of the parties that the RC-SWAT does not constitute a separate entity under Minnesota law.

2. Budget and Finance

- 2.1** The Ramsey County Sheriff's Office ("RCSO") shall provide a budget for basic operations of the RC-SWAT. The RCSO shall provide budgeting and accounting services as necessary or convenient for the RC-SWAT. Such services shall include but not be limited to: management of funds, payment for contracted services and other financial obligations set forth in this Agreement, and relevant bookkeeping and record keeping.
- 2.2** The Parties will provide basic uniforms and equipment for their Team members. Parties may lend or provide additional equipment to RC-SWAT, as they are able.
- 2.3** The RC-SWAT does not have the authority to seize property for purposes of Minn. Stat. §§ 609.531-.5318.

- 2.4 All property and cash monies obtained through forfeiture that are derived from RC-SWAT operations shall remain the property of the law enforcement agency of record where the operation occurred.

3. Team Leaders

- 3.1 The Ramsey County Sheriff shall appoint a Team Commander to lead the RC-SWAT.
- 3.2 The Team Commander shall appoint an Executive Officer.
- 3.3 The Team Commander and Executive Officer shall appoint POST-licensed peace officers to serve as RC-SWAT Team Leaders. Appointment as a Team Leader pursuant to this Agreement shall not obligate any Party to pay to its employees so appointed supervisory or other premium pay except as provided by the collective bargaining Agreement between the Party and its employees.
- 3.4 Team Leaders appointed to the RC-SWAT at all times will remain employees of the leaders' own jurisdictions and will not be employees of the RCSO or the RC-SWAT.
- 3.5 Team Leaders shall be the liaison between the Team members and the Team Commander or Executive Officer when a RC-SWAT team has been deployed pursuant to this Agreement. Team leaders may fill the role of Team Commander or Executive Officer when asked to do so by the Team Commander or the Executive Officer.

4. Team Members

- 4.1 The chief law enforcement officer of each Party approves POST-licensed peace officers from their law enforcement agency who meet the minimal qualifications, as set by the Team Commander, to test for the RC-SWAT. The testing process is to select the best peace officers for the position regardless of members' own jurisdictions. As a result of the competitive process, an agency participating may not have a peace officer on the Team. Appointment as a Team Member pursuant to this Agreement shall not obligate any Party to pay its employees so appointed any premium pay except as provided by the collective bargaining Agreement between the Party and its employees.
- 4.2 Team Members appointed to the RC-SWAT will at all times remain employees of the Members' own jurisdictions.
- 4.3 Team members appointed to the RC-SWAT may be removed from RC-SWAT by the Team Commander based on performance, safety, participation, and RC-SWAT Policy regardless of the members' own jurisdictions.

5. Operations

5.1 Training. The Team Commander shall be responsible for arranging training events for Team Leaders and Team Members, consistent with the National Tactical Officers Association (NTOA) standards. The Team Commander shall also be responsible for maintaining records of the training received by Team Leaders and Team Members as well as records of all other activities undertaken by the Team Commander, Executive Officer, Team Leaders, and Team Members pursuant to this Agreement.

5.2 Deployment

5.2.1 Definitions and Controlling Law. A Party to this Agreement may request assistance from RC-SWAT. A Party requesting assistance is the "Requesting Party" or "Receiving Party." The Parties that compose RC-SWAT are the "Responding Parties." Requests for assistance by Parties to this Agreement are governed by Minn. Stat. § 12.331, except as modified by this Agreement.

5.2.2 Requests for Assistance by Parties. Whenever a Party determines that conditions within its jurisdiction require specialized support in handling critical field operations, where intense negotiations or special tactical deployment methods appear to be necessary, the Party may request that the Ramsey County Sheriff or his or her designee deploy RC-SWAT to assist the Party. Upon a request for assistance, RC-SWAT may be dispatched to the Requesting Party's jurisdiction, in accordance with RC-SWAT policy. The Team Commander or Executive Officer shall notify the Chief Deputy of the RCSO of any request for assistance. No Party or individual member of RC-SWAT shall incur any liability based upon a refusal to respond. In addition, once deployed, the Team Commander or Executive Officer may at any time and in his or her sole judgment recall the Team. The decision to recall a Team deployed pursuant to this Agreement will not result in liability to any Party or to the Team Commander or Executive Officer who recalled the Team.

5.2.3 Direction and Control. Personnel and equipment provided pursuant to this Agreement shall remain the personnel and property of the Party providing the same. The Requesting Party will be in control of the scene. The Team will not engage in any controlled offensive action without the express authorization of the chief law enforcement officer (CLEO) of the Requesting Party, or the CLEO's designee, or a district court-approved search warrant with a "no-knock" authorization. Nothing in this provision shall limit the Team Commander's ability to establish Team Member protocol to

take emergency action in response to immediate threats to officer or public safety in accordance with law.

5.2.4 Compensation. When the RC-SWAT provides services to a Requesting Party, the Team Members of the RC-SWAT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their employers. No charges will be levied by the RC-SWAT or by the Parties for specialized response operations provided to a Requesting Party pursuant to this Agreement unless that assistance continues for a period exceeding 24 continuous hours. If assistance provided pursuant to this Agreement is reimbursable by an outside source, any Party whose officers provided assistance for the RC-SWAT may submit itemized bills for the actual cost of any assistance provided, including salaries, overtime, materials and supplies, to the RC-SWAT Team Commander. The RC-SWAT shall submit the invoices to the reimbursing entity. The reimbursing entity shall reimburse the RC-SWAT for the actual cost, and the RC-SWAT shall forward the reimbursement to the Responding Party.

5.2.5 Workers' Compensation. Each Party to this Agreement shall be responsible for injuries to or death of its own employees in connection with services provided pursuant to this Agreement. Each Party shall maintain workers' compensation coverage or a program of self-insurance, covering its own personnel while they are providing assistance as a member of the RC-SWAT. Each Party to this Agreement waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or agents.

5.2.6 Damage to Equipment. Each Party shall be responsible for damage to or loss of its own equipment occurring during deployment of the RC-SWAT. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or agents.

5.2.7 Liability

5.2.7.1 The intent of this section is to impose on each Requesting Party a limited duty to defend and indemnify Responding Parties for claims arising against the Responding Parties subject to the limits of liability under the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466). The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts

among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

- 5.2.7.2** A Requesting Party shall defend, indemnify and hold harmless the Responding Parties, their employees, officers, and elected and appointed officials for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by a Requesting Party pursuant to this Agreement, subject to the limits of liability under Minnesota Statutes Chapter 466 and other applicable law, rule, and regulation, including common law.
- 5.2.7.3** For purposes of the Minnesota Municipal Tort Liability Act, the employees and officers of the Responding Parties are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party, but only for purposes of addressing liability under this Agreement. The employees of the Responding Parties shall not be considered employees of the Requesting Party for any other purpose.
- 5.2.7.4** Under no circumstances shall a Party be required to pay on behalf of itself and other Parties any amounts in excess of the limits on liability established in Minn. Stat. Ch. 466 applicable to any one Party. Pursuant to Minn. Stat. § 471.59, subd. 1a., the limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party or Requesting Party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to any Party, whether set forth in Minnesota Statutes, Chapter 466, or otherwise.
- 5.2.7.5** Consistent with Minn. Stat. § 466.07, nothing herein shall be construed to require provision of defense or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

5.2.8 Aid to Non-Parties

- 5.2.8.1 Definitions and Controlling Law.** A political subdivision that is not a Party to this Agreement may request

assistance from RC-SWAT. A non-party political subdivision that requests assistance is the "Requesting Political Subdivision" or "Receiving Political Subdivision" as those terms are used in Minn. Stat. § 12.331. The Parties that compose RC-SWAT are the "Sending Political Subdivisions" as that term is used in Minn. Stat. § 12.331. Requests for assistance by other political subdivisions are governed by Minn. Stat. § 12.331.

- 5.2.8.2** Upon a request for assistance from a political subdivision that is not a Party to this Agreement, RC-SWAT may be deployed to such Requesting Political Subdivision, provided that the Ramsey County Sheriff or his or her designee has consented to such deployment. No Party or individual member of RC-SWAT shall incur any liability based upon a failure to provide assistance.

Upon deployment, the Requesting Political Subdivision, will be in control of the scene. The Team will not engage in any controlled offensive action without the express authorization of the chief law enforcement officer (CLEO) of the Requesting Political Subdivision, or the CLEO's designee, or a district court-approved search warrant with a "no-knock" authorization. Nothing in this provision shall limit the Team Commander's ability to establish Team Member protocol to take emergency action in response to immediate threats to officer or public safety in accordance with law.

- 5.2.8.3** Liability and responsibility for use of personnel, equipment, and supplies, resulting from the provision of assistance to a Receiving Political Subdivision shall be allocated in the same manner as provided by Minnesota Statutes § 12.331, subd. 2, *i.e.*, any Party to this agreement assumes the same liability as a Sending Political Subdivision and the non-party assumes the same liability as a Receiving Political Subdivision.

- 6. Term.** The term of this Agreement shall begin upon execution of this Agreement by all Parties. This Agreement shall continue in effect until terminated in accordance with its terms.

7. Withdrawal and Termination

- 7.1 Withdrawal.** Any Party may withdraw from this Agreement upon six (6) months' written notice by first-class mail to the other Parties. Withdrawal by any Party shall not terminate this Agreement with respect to any Parties

who have not withdrawn. Withdrawal shall not discharge any liability incurred by any Party, its employees, officers, and elected and appointed officials prior to withdrawal. Such liability shall continue until discharged by law or agreement.

7.2 Termination. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; (b) when a majority of the then-existing Parties agrees to terminate the Agreement upon a date certain; or (c) when the Ramsey County Sheriff, in his or her sole discretion, decides to terminate this Agreement.

7.3 Effect of Termination. Termination shall not discharge any liability incurred by any Party, its employees, officers, and elected and appointed officials during the term of this Agreement.

8. Miscellaneous

8.1 Amendments. This Agreement may be amended only in writing and upon the consent of each of the Parties' governing bodies.

8.2 Counterparts. This Agreement may be executed in two or more copies, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be submitted to the Ramsey County Sheriff.

8.3 Additional Parties. Upon the consent and approval of the existing Parties to this Agreement and their governing bodies, any other municipality operating within Ramsey County may become a Party to this Agreement, upon approval of that municipality's governing body, adoption of a resolution by the municipality's governing body, execution of this Agreement, and submission of a copy of the signed Agreement with Ramsey County.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date this Agreement is signed by the Parties as written below.

FOR THE CITY OF MAPLEWOOD

Approved: _____
Paul P. Schnell, Chief of Police

Date: _____

Approved: _____
Nora Slawik, Mayor

Date: _____

Approved: _____
Karen Guilfoile, City Clerk

Date: _____

Approved as to Form:

By: _____
Alan Kantrud, City Attorney

Date: _____

Designee for purposes of receipt of Notice:

Title: _____

Address: _____

[SIGNATURE PAGES FOLLOW]

FOR THE CITY OF MOUNDS VIEW

Approved: _____
Thomas Kinney, Chief of Police

Date: _____

Approved: _____
Joe Flaherty, Mayor

Date: _____

Approved: _____
James Ericson, City Administrator

Date: _____

Approved as to Form:

By: _____
Scott J. Riggs, City Attorney

Date: _____

Designee for purposes of receipt of Notice:

Title: _____

Address: _____

[SIGNATURE PAGES FOLLOW]

FOR THE CITY OF WHITE BEAR LAKE

Approved: _____
Julie Swanson, Chief of Police

Date: _____

Approved: _____
Jo Emerson, Mayor

Date: _____

Approved: _____
Ellen Richter, City Clerk

Date: _____

Approved as to Form:

By: _____
Roger Jensen, City Attorney

Date: _____

Designee for purposes of receipt of Notice:

Title: _____

Address: _____

[SIGNATURE/PAGES FOLLOW]

FOR THE COUNTY OF RAMSEY

Approved: _____
Jim McDonough, County Board Chair

Date: _____

Janet Guthrie, County Board Acting Chief Clerk

Date: _____

Approval recommended:

Matthew Bostrom, Sheriff

Date: _____

Approved as to Form:

By: _____
Kimberly Parker, Assistant County Attorney

Date: _____

Designee for purposes of receipt of Notice:

Title: _____

Address: _____

MEMORANDUM

TO: City Manager Melinda Coleman
FROM: Paul Schnell, Chief of Police
DATE: March 9, 2016
SUBJECT: Approval of Resolution Authorizing Execution of Criminal Justice Data Networks Joint Powers Agreements With and Between the City of Maplewood (Police and Prosecution) and the MN State Courts and Bureau of Criminal Apprehension

Introduction

The City of Maplewood needs to renew its Master Joint Powers Agreement for utilization of and participation in the State and Federal Criminal Justice Data Networks. Execution of this agreement is necessary for both police and prosecutor operations. City Council approval is required for this agreement.

Background

The joint powers agreement and subscriber services agreement with the courts allow Maplewood Police and prosecution personnel to access and send data through these secure criminal justice data networks. Renewal of the Master Agreement is required every five years. This action is a Master Agreement renewal.

Budget Impact

No adverse budget impacts as these services are part of the police department's current budget.

Recommendation

It is recommended that the City Council approve the resolution approving the Master Joint Powers Agreement and the Courts Subscriber Services Agreement.

Attachments

1. Master Joint Powers Agreement
2. Subscriber Services Agreement
3. Council Resolution

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Maplewood on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of One Thousand Nine Hundred Twenty Dollars (\$1,920.00) or a total annual cost of Seven Thousand Six Hundred Eighty Dollars (\$7,680.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief Paul Schnell, 1830 County Road B E, Maplewood, MN 55109, (651) 249-2600, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above

must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, “Individual User” means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency’s internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User’s access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User’s access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User’s access to systems or tools than that made by Agency and BCA’s determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA’s satisfaction. If Agency’s failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency’s Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days’ written notice to the other party’s Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Maplewood on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 106239, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or

other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its

licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if

Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions

of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF MAPLEWOOD ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Maplewood on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Maplewood on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Chief of Police, Paul Schnell, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, [__name or position name] is appointed as the Authorized Representative’s designee.

3. That the City Prosecutor, Joseph Kelly of Kelly & Lemmons. P.A. or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Chief of Police is appointed as the Authorized Representative’s designee.

4. That Nora Slawik, the Mayor for the City of Maplewood, and Karen Haag, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this day of 14th, March, 2016.

CITY OF MAPLEWOOD

By: Nora Slawik
Its Mayor

ATTEST: _____
By: Karen Haag
Its City Clerk

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MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, Public Works Director
Steven Love, City Engineer / Deputy Public Works Director

DATE: March 1, 2016

SUBJECT: Bellaire Avenue Street Improvements, Project 15-16

- a. Assessment Hearing, 7:00 p.m.
- b. Resolution Adopting Assessment Roll
- c. Resolution of Concurrence for Award of Bid

Introduction

All property owners have been mailed a notice of the exact amount of their assessment, as well as notice that they must submit a written objection either at, or prior to, the hearing if they disagree with the assessment amount.

The City Council should conduct the assessment hearing, receive any objection, refer those objections to the staff for action at the March 28, 2016 council meeting and consider approving the attached resolution adopting the assessment roll less those property owners who have submitted objections. After the assessment hearing, the council will also consider concurrence with the award of bid by North St. Paul, which occurred on March 1, 2016.

Background

The section of Bellaire Avenue (aka Helen St) between Beam Avenue and Lydia Avenue is a border street with the City of North St. Paul (NSP). NSP is leading the neighborhood reconstruction project this summer. WSB & Associates, Inc. acts as the City Engineer for NSP and produced the feasibility study, project plans and specification, and will be helping administer the project. This project includes this section of Bellaire for pavement rehabilitation and spot curb repair. The cities of Maplewood and NSP have entered into a Joint Powers Agreement that outlines the cost share and responsibilities related to this project.

The assessment rates for this improvement project were established in accordance with the City's Special Assessment Policy. The amount assessed must provide a benefit to the property that is equal to or greater than the assessed amount. An appraisal firm was hired to ascertain an opinion of the special benefit received by properties within the neighborhood project area. This information was used to set the proposed special benefit assessment amounts for the project area.

There are 13 assessable residential parcels within the Bellaire Avenue project area. Each parcel is identified for an assessment of \$3,450. The proposed assessments for the Bellaire Avenue Street Improvements total \$44,850. A copy of the pending assessment roll is provided as a supplement to this report.

As of March 9, 2016 staff has received no objections to the proposed assessments. Objections will be received up to and as part of the assessment hearing on March 14, 2016. Once the hearing is closed, no further objections will be considered.

Staff will review all objections and provide the City Council recommendations for motion at the March 28, 2016 City Council meeting. A letter detailing staff's recommendation to the City Council will be sent out to all property owners that filed an objection. This letter will also inform the property owner that if they wish to further address the City Council about the proposed assessment or staff recommendation they will be able to do so at the March 28, 2016 City Council Meeting.

Discussion

Final plans and specification for Bellaire Avenue Street Improvements were approved and authorization given to advertise for sealed bids on January 25, 2016. Bids were received, opened and read by North St. Paul on February 23, 2016. North St. Paul awarded a contract on March 1, 2016. In early February both cities entered into a Joint Powers Agreement in which Maplewood will be invoiced for its share of the project costs. North St. Paul is the lead agency on the project.

Six valid bids were received and tabulated. All bids have been checked and tabulated for accuracy. A summary of the tabulated bids is attached to this report.

Based on the low bid from Valley Paving Maplewood's share of the construction project is \$71,233.07. With a 5% construction contingency and 24% for indirect costs this brings the total cost share for Maplewood to \$92,800.00. This is just under the estimate of \$93,250.00.

Budget Impact

The current approved project budget is \$93,250.00. This accounts for the construction cost, construction contingency, plus 24% for indirect costs. The total proposed cost for Maplewood's share, based on the low bid, is less than the approved budget as discussed above. With the award of the contract there would be no impact to the approved budget.

Recommendation

It is recommended that the City Council consider approving the attached resolutions for Adopting Assessment Roll for the Bellaire Avenue Street Improvements, City Project 15-16. Additionally, it is recommended that the City Council consider the resolution for Receiving Bids and Concurrence (with North St. Paul) for Awarding of Construction Contract for the Bellaire Avenue Street Improvements, City Project 15-16, to Valley Paving.

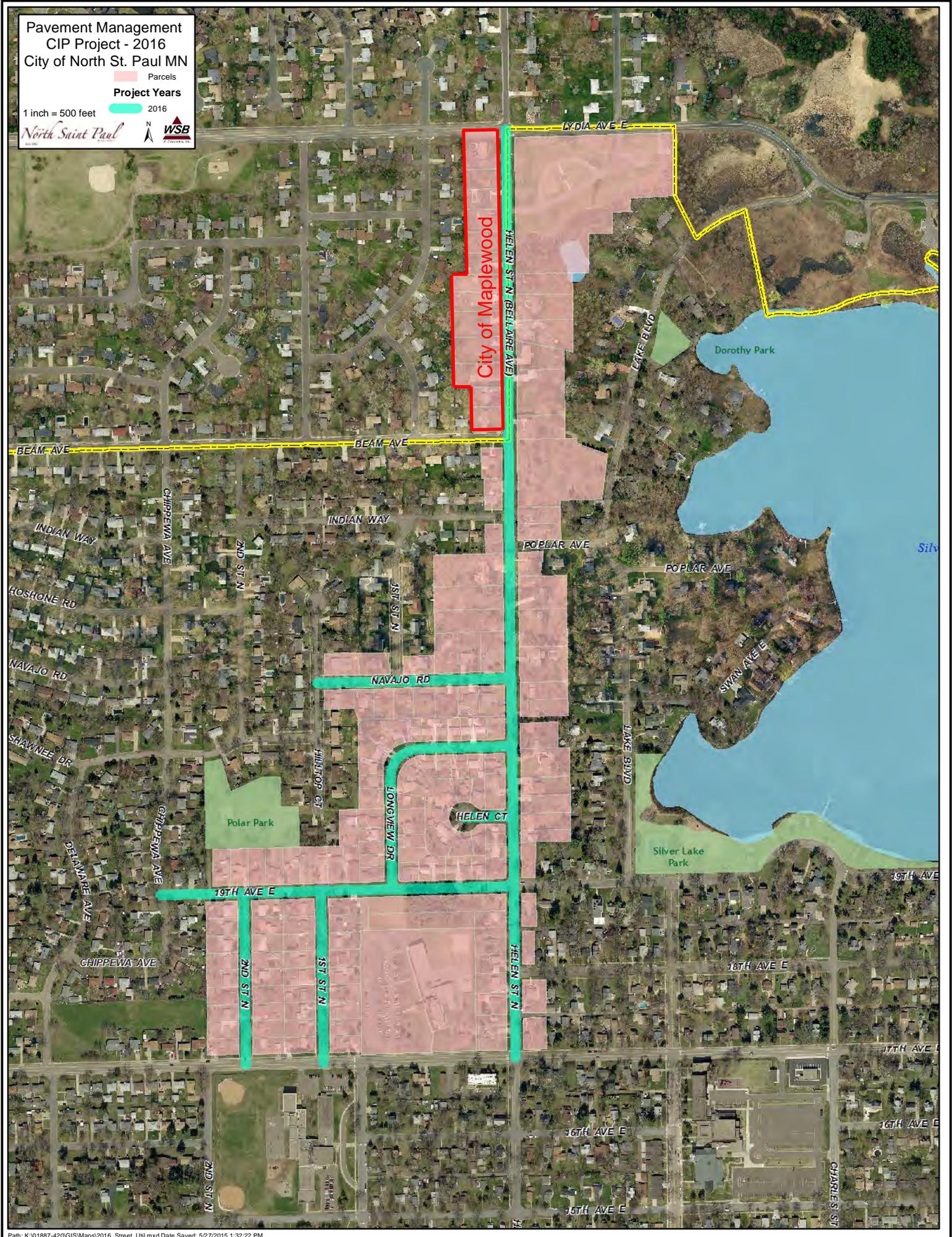
Attachments

1. Project Location Map
2. Assessment Roll
3. Resolution Adopting Assessment Roll
4. Resolution of Concurrence for Award of Bid
5. Bid Tabulation Summary

Pavement Management
CIP Project - 2016
City of North St. Paul MN

Parcels
 Project Years
 2016
 1 inch = 500 feet



Prepared August 10, 2015
 Re-Examined January 26, 2016

ASSESSMENT ROLL

BELLAIRE AVE IMPROVEMENTS
 MAPLEWOOD PROJECT 15-16

Parcel ID	Taxpayer/Owner	Street Number	Street	Units	Street Assessment	Total Assessment
12922240101	Aaron C Martin	2899	Bellaire Ave N	1	\$3,450.00	\$3,450.00
12922240100	Kristine L Tavernier Moran	2901	Bellaire Ave N	1	\$3,450.00	\$3,450.00
12922240010	Thomas E Dahedl	2905	Bellaire Ave N	1	\$3,450.00	\$3,450.00
12922240009	Bradley D Lavine	2911	Bellaire Ave N	1	\$3,450.00	\$3,450.00
12922240008	Darlene A Kinney	2921	Bellaire Ave N	1	\$3,450.00	\$3,450.00
12922240103	Harold Sonnek	2937	Bellaire Ave N	1	\$3,450.00	\$3,450.00
12922240102	John R Wolfsberger	2939	Bellaire Ave N	1	\$3,450.00	\$3,450.00
12922240006	Gerald A Teich	2941	Bellaire Ave N	1	\$3,450.00	\$3,450.00
12922240005	Dorothy A Little	2947	Bellaire Ave N	1	\$3,450.00	\$3,450.00
12922240004	Donley D Rowenhorst	2967	Bellaire Ave N	1	\$3,450.00	\$3,450.00
12922240003	Ashley Latola	2977	Bellaire Ave N	1	\$3,450.00	\$3,450.00
12922240002	Joseph A Tuccitto	2993	Bellaire Ave N	1	\$3,450.00	\$3,450.00
12922240001	John P Majerus	2997	Bellaire Ave N	1	\$3,450.00	\$3,450.00
				Total	13	
					Total	\$44,850.00

ASSESSMENT RATES:
 RESIDENTIAL SPECIAL ASSESSMENT RATE = \$3,450.00 PER UNIT
 REHABILITATION/PAVEMENT REPLACEMENT

RESOLUTION
ADOPTING ASSESSMENT ROLL

WHEREAS, pursuant to resolution passed by the City Council on February 8, 2016, calling for a Public Hearing, the assessment roll for the Bellaire Avenue Street Improvements, City Project 15-16 was presented in a Public Hearing, pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, no property owners have filed objections to their assessments according to the requirements of Minnesota Statutes, Chapter 429, summarized as follows:

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. That the City Engineer and City Clerk are hereby instructed to review the objections received and report to the City Council at the regular meeting on March 28, 2016, as to their recommendations for adjustments.
3. The assessment roll for the Bellaire Avenue Street Improvements as amended, without those property owners' assessments that have filed objections, a copy of which is attached hereto and made a part hereof, is hereby adopted. Said assessment roll shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
4. Such assessments shall be payable in equal annual installments extending over a period of and 8 years for all properties, the first installments to be payable on or before the first Monday in January 2017 and shall bear interest at the rate of 3.75 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2016. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
5. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, but no later than November 15, 2016, pay the whole of the assessment on such property, with interest accrued to the date of the payment, to the city clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and they may, at any time after November 15, 2016, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
6. The City Engineer and City Clerk shall forthwith after November 15, 2016, but no later than November 16, 2016, transmit a certified duplicate of this assessment to the county

auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over the same manner as other municipal taxes.

Approved this 14th day of March 2016.

RESOLUTION
CONCURRENCE FOR AWARD OF BID

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that that the bid of Valley Paving in the amount of \$3,881,770.00 is the lowest responsible bid for the construction of Bellaire Avenue Street Improvements, City Project 15-16, and per the approved Joint-Powers Agreement between the City of North St. Paul and the City of Maplewood (dated January 25, 2016), the City of Maplewood, through this resolution, is signifying award of bid concurrence in order for the City of North St. Paul to enter into a construction contract for the Maplewood portion of the improvement with Valley Paving.

The Finance Director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project as previously approved by the City Council.

Approved this 14th day of March 2016.

BID TABULATION SUMMARY

PROJECT:
2016 Street & Utility Improvement Project

OWNER:
City of North St. Paul, MN

WSB PROJECT NO.:
1887-420

Bids Opened: Tuesday, February 23, 2016 at 10:00 a.m.

Contractor	Bid Security (5%)	Total Bid
1 Valley Paving - Shakopee	X	\$3,881,770.00
2 T. A. Schifsky & Sons, Inc.	X	\$3,925,783.81
3 Palda & Sons, Inc.	X	\$4,182,830.45
4 Northwest Asphalt, Inc.	X	\$4,381,500.30
5 Park Construction Company - Mpls	X	\$4,386,427.45
6 Arnt Construction Company	X	\$4,782,539.08
Engineer's Opinion of Cost		\$4,342,206.50

I hereby certify that this is a true and correct tabulation of the bids as received on February 23, 2016.


 Brad Reifsteck, PE, Project Manager

Denotes corrected figure

City of Maplewood Sign-Up Sheet

By putting your name and address on this sheet, you are requesting to address the
City Council on the following topic for up to three minutes.

Public Hearing: H1 – Bellaire Avenue Street Improvements, Project 15-16
a. Assessment Hearing, 7:00 p.m.
b. Resolution Adopting Assessment Roll
c. Resolution of Concurrence for Award of Bid

Date: March 14, 2016 **Time:** 7:00 PM

Name - First & Last
(please print clearly)

Address

1. _____
2. _____ - NONE - _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

MEMORANDUM

TO: Melinda Coleman, City Manager

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

DATE: March 1, 2016

SUBJECT: Beebe Road Street Improvements, Project 13-10
a. Assessment Hearing, 7:00 p.m.
b. Resolution Adopting Assessment Roll
c. Resolution Receiving Bids and Awarding Construction Contract

Introduction

All property owners have been mailed a notice of the exact amount of their assessment, as well as notice that they must submit a written objection either at, or prior to the hearing if they disagree with the assessment amount.

The City Council should conduct the assessment hearing, receive any objections, refer those objections to the staff for action at the March 28, 2016 council meeting and consider approving the attached resolution adopting the assessment roll less those property owners who have submitted objections. After the assessment hearing, the council will also consider awarding a construction contract.

Background

The assessment rates for this improvement project were established in accordance with the City's Special Assessment Policy. The amount assessed must provide a benefit to the property that is equal to or greater than the assessed amount. An appraisal firm was hired to ascertain an opinion of the special benefit received by properties within the project area. This information was used to set the proposed special benefit assessment amounts for the project area.

There are 66 assessable parcels, which includes single family homes, townhomes, commercial/multi-family, and school properties, within the Beebe Road project area. The following is a summary of the proposed assessment rates based on the special benefit report:

- Single Family Residential = \$3,450/unit
- Townhome/Commercial/Multi-family = \$69.00/linear foot
 - Townhome/Commercial/Multi-family parcel rates based on proportional share of front footage

The proposed assessments for the Beebe Road Street Improvements total \$302,943.81. A copy of the assessment roll is provided as a supplement to this report.

As of March 09, 2016 staff has received the following objections to the proposed assessments:

- a. Parcel 14-29-22-43-0002 – Diane M Mencke, 2135 Larpenteur Avenue East
It is currently proposed that the property be assessed for 8 units at a rate of \$3,450.00 per unit. Diane M. Mencke is requesting an undeveloped property deferral.

The objection listed above is a summary of the filed objection. A full copy of this objection has been attached to this report. Objections will be received up to and as part of the assessment hearing on March 14, 2016. Once the hearing is closed, no further objections will be considered.

Staff will review all objections and provide the City Council recommendations for motion at the March 28, 2016 City Council meeting. A letter detailing staff's recommendation to the City Council will be sent out to all property owners that filed an objection. This letter will also inform the property owner that if they wish to further address the City Council about the proposed assessment or staff recommendation they will be able to do so at the March 28, 2016 City Council Meeting.

Discussion

Final plans and specification for Beebe Road Street Improvements were approved and authorization given to advertise for sealed bids on February 8, 2016. Bids were received, opened and read on March 2, 2016.

Seven valid bids were received and tabulated. A summary of the bids are shown in Exhibit 1. All bids have been checked and tabulated for accuracy.

The Engineer's Estimate for the project is \$826,427.25. As seen in Exhibit 1 the bids ranged from \$543,273.83 to \$714,589.91. The low bid from Asphalt Surface Technologies Corp. of \$543,273.83 is approximately \$280,000 less than the engineer's estimate.

BID TABULATION - EXHIBIT 1		
Bid	Contractor	Base Bid
1	Asphalt Surface Technologies Corp.	\$543,273.83
2	T.A. Schifsky & Sons, Inc.	\$569,563.81
3	Valley Paving, Inc.	\$563,477.66
4	Hardrives Inc.	\$578,937.91
5	Midwest Asphalt Corp.	\$594,679.00
6	Park Construction Comp.	\$599,450.51
7	North Valley, Inc.	\$714,589.91
	Engineer Estimate	\$826,427.25

The City has not worked with Asphalt Surface Technologies Corp. as a prime contractor in the past. However, staff has called and spoken with several of the provided references. Based on those conversations and the bid results staff recommends awarding a construction contract to Asphalt Surface Technologies Corp. who is the lowest responsible bidder.

Budget Impact

The current approved budget for the project is \$1,522,296.00. This accounts for the construction cost plus indirect costs. The proposed construction contract is \$543,273.83 and the anticipated total project cost, including indirect costs is \$1,170,948.78, roughly \$350,000 under the approved budget. Staff will review the bid results in relation to the approved budget and bring back a revised budget for approval at a future meeting.

Recommendation

It is recommended that the City Council consider approving the attached resolutions for Adopting Assessment Roll for the Beebe Road Street Improvements, City Project 13-10. Additionally, it is recommended that the City Council consider the resolution for Receiving Bids and Awarding Construction Contract for the Beebe Road Street Improvements, City Project 13-10, to Asphalt Surface Technologies Corp.

Attachments

1. Project Location Map
2. Assessment Roll
3. Objection Letters
4. Resolution Adopting Assessment Roll
5. Resolution Award of Bids and Awarding Construction Contract



Beebe Road Street Improvements
 Project Location Map
 City Project 13-10



ParcelID	TaxPayer	Street Number	Street	Units or Front Footage	Rehabilitate/Pavement Replacement Assessment Rate	Total Assessment
142922430006	Adam Kopp	1689	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430014	Beebe Apartments Llc	1701	Beebe Rd N	99.77	\$69.00	\$6,884.13
142922430015	Nathan Ebeling	1711	Beebe Rd N	99.77	\$69.00	\$6,884.13
142922430016	Oak Knoll Property Management Llc	1721	Beebe Rd N	99.77	\$69.00	\$6,884.13
142922430017	Oak Knoll Property Management Llc	1731	Beebe Rd N	99.77	\$69.00	\$6,884.13
142922430065	Mary K Fuller	1743	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430066	Edward B Kuehnel Trustee	1749	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430067	Fern O Pfaff	1757	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430068	Robert L Johnson	1763	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430069	Roger M Schlicht	1769	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430070	Suzanne M Swits	1775	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922430071	Benjamin Drwall	1783	Beebe Rd N	1	\$3,450.00	\$3,450.00
142922420002	Maple Pond Limited Partnershi	1816	Beebe Rd N	987.06	\$69.00	\$68,107.14
142922420008	Scott J Hamlett	1890	Beebe Rd N	1	\$3,406.42	\$3,406.42
142922420009	Gloria Vanruden	1892	Beebe Rd N	1	\$3,406.42	\$3,406.42
142922420010	Kenneth Lee Ebbens Trustee	1896	Beebe Rd N	1	\$3,406.42	\$3,406.42
142922420031	William Symoniak	1897	Beebe Rd N	1	\$3,318.56	\$3,318.56
142922420011	Jerrol J Hanson Trustee	1898	Beebe Rd N	1	\$3,406.42	\$3,406.42
142922420032	Mary Elizabeth Glaeser	1899	Beebe Rd N	1	\$3,318.56	\$3,318.56
142922420033	Doug Osland	1901	Beebe Rd N	1	\$3,318.56	\$3,318.56
142922420012	Jim E Anderson	1902	Beebe Rd N	1	\$3,406.42	\$3,406.42
142922420034	Leslie C Robinson	1903	Beebe Rd N	1	\$3,318.56	\$3,318.56
142922420013	Doreen A Grundhauser	1904	Beebe Rd N	1	\$3,406.42	\$3,406.42
142922430075	Mounds Park Academy	2051	Larpenteur Ave E	1087.99	\$69.00	\$75,071.31
142922430002	Diane M Mencke	2135	Larpenteur Ave E	8	\$3,450.00	\$27,600.00
142922430021	Daniel J Brinkman	2117	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430022	Trustees Of Irrevocable Special Needs Trust Of Daniel Soria Br	2119	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430073	Doris M Klingbeil	2122	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430023	Jack C Davis	2123	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430024	Lowell J Bishop	2125	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430034	Adelheid Steinberg Trustee	2126	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430033	Louise J Dinehart	2128	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430032	Donald Sundin	2132	Southwind Dr	1	\$1,056.49	\$1,056.49
142922430031	Patricia D Trumble	2134	Southwind Dr	1	\$1,056.49	\$1,056.49
142922440081	Robert Boyden	1724	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440080	Edward A Altermatt Trustee	1726	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440079	Jean M Woog	1730	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440078	Barbara L Wolfe	1732	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440077	Jeffrey S Pridie	1736	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440076	Diane J Arndt	1738	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440075	Roger A Mohror	1742	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440074	Karen E Schreiner	1744	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440073	Roger E Mackenroth	1748	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440072	Kathleen M Tracy	1750	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440071	George T Rivers Trustee	1754	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440070	Edward J Gooder	1756	Southwind Ln	1	\$1,056.49	\$1,056.49
142922440069	Edward C Combe	1760	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430052	Sharon Pignato	1762	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430030	Marilyn L Blais	1766	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430029	Lawrence Brown	1768	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430025	John A Nierengarten	1771	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430028	Mary E Horak Binger	1772	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430026	Patricia J Ture Trustee	1773	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430027	Thomas Burke	1774	Southwind Ln	1	\$1,056.49	\$1,056.49
142922430059	Marlys Jensen	2121	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430060	Mary J Driscoll	2123	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430058	Evelyn L Warn Trustee	2124	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430057	Christine A Burbach	2126	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430061	Mary A Harrison	2127	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430062	Owen Lee Johnson	2129	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430056	Carlos Nunez	2130	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430055	Susan J Kulander	2132	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430063	Paula P Dellis	2133	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430064	Joyce L Cairnes	2135	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430054	Randy Mack	2136	Southwind Rd	1	\$1,056.49	\$1,056.49
142922430053	Peggy A Karnuth	2138	Southwind Rd	1	\$1,056.49	\$1,056.49
TOTAL:						\$302,943.81

ASSESSMENT HEARING OBJECTION FORM

Beebe Road IMPROVEMENTS

CITY PROJECT 13-10

Address of assessed parcel 2135 East Larpenteur Avenue

Property identification number: 14-29-22-43-0002
(12 digit number)

Do you wish to address the city council at the public hearing? Yes No

Please complete this form if you intend to appeal to the city council to defer, revise or cancel your assessment. This form must be completed and filed with the city clerk no later than the close of the city council's assessment hearing. Your request will become part of the public hearing record. I request that the city council consider (check one):

- 1. Deferral of assessment due to:
 - a. Senior citizen deferment (over 65 years of age)
 - b. Permanent and total disability
 - c. National Guard /Military in Active Service
 - d. Financial Hardship (must provide documentation as required)
 - e. Undeveloped Property
- 2. Cancellation of assessment
- 3. Revision of assessment

Reason for the request:

the property is completely undeveloped

Diane M Mencke

Print Name

Diane M Mencke

Signature

March 7, 2016

Date

2135 Margaret St - St Paul, Mn 55119

Address of Property Owner

(55119) 651-739-2714

Zip

Telephone

RESOLUTION
ADOPTING ASSESSMENT ROLL

WHEREAS, pursuant to resolution passed by the City Council on February 22, 2016, calling for a Public Hearing, the assessment roll for the Beebe Road Street Improvements, City Project 13-10 was presented in a Public Hearing, pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the following property owners have filed objections to their assessments according to the requirements of Minnesota Statutes, Chapter 429, summarized as follows:

- a. Parcel 14-29-22-43-0002 – Diane M Mencke, 2135 Larpenteur Avenue East
It is currently proposed that the property be assessed for 8 units at a rate of \$3,450.00 per unit. Diane M. Mencke is requesting an undeveloped property deferral.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. That the City Engineer and City Clerk are hereby instructed to review the objections received and report to the City Council at the regular meeting on March 28, 2016, as to their recommendations for adjustments.
3. The assessment roll for the Beebe Road Street Improvements as amended, without those property owners' assessments that have filed objections, a copy of which is attached hereto and made a part hereof, is hereby adopted. Said assessment roll shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
4. Such assessments shall be payable in equal annual installments extending over a period of and 8 years for all properties, the first installments to be payable on or before the first Monday in January 2017 and shall bear interest at the rate of 3.75 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2016. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
5. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, but no later than November 15, 2016, pay the whole of the assessment on such property, with interest accrued to the date of the payment, to the city clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and they may, at any time after November 15, 2016, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.

6. The City Engineer and City Clerk shall forthwith after November 15, 2016, but no later than November 16, 2016, transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over the same manner as other municipal taxes.

Approved this 14th day of March 2016.

RESOLUTION
RECEIVING BIDS AND AWARDING CONSTRUCTION CONTRACT

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that that the bid of Asphalt Surface Technologies Corp in the amount of \$543,273.83 is the lowest responsible bid for the construction of Beebe Road Street Improvements, and the Mayor and the City Manager are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the City.

The Finance Director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project as previously approved by the City Council.

Approved this 14th day of March 2016.

City of Maplewood Sign-Up Sheet

By putting your name and address on this sheet, you are requesting to address the City Council on the following topic for up to three minutes.

Public Hearing: H2 – Beebe Road Street Improvements, Project 13-10

a. Assessment Hearing, 7:00 p.m.

b. Resolution Adopting Assessment Roll

c. Resolution Receiving Bids and Awarding Construction Contract

Date: March 14, 2016 Time: 7:00 PM

Name - First & Last

(please print clearly)

Address

- | | <u>Name - First & Last</u>
<i>(please print clearly)</i> | <u>Address</u> |
|-----|--|---------------------------------|
| 1. | Adam Kopp | 1684 Beebe Rd. |
| 2. | Jayda Miller | 249 Southwind Dr |
| 3. | DAN WILLIAMS | 726-D MAPLE MILLS DR |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
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| 11. | | |
| 12. | | |
| 13. | | |
| 14. | | |
| 15. | | |

MEMORANDUM

TO: Melinda Coleman, City Manager

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

DATE: March 1, 2016

SUBJECT: Lakewood-Sterling Street Improvements, Project 15-11

- a. Assessment Hearing, 7:00 p.m.
- b. Resolution Adopting Assessment Roll
- c. Resolution Receiving Bids and Awarding Construction Contract

Introduction

All property owners have been mailed a notice of the exact amount of their assessment, as well as notice that they must submit a written objection either at, or prior to, the hearing if they disagree with the assessment amount.

The City Council should conduct the assessment hearing, receive any objections, refer those objections to the staff for action at the March 28, 2016 council meeting and consider approving the attached resolution adopting the assessment roll less those property owners who have submitted objections. After the assessment hearing, the council will also consider awarding a construction contract.

Background

The Lakewood/Sterling Area Street Improvements project, City Project 15-11 consists of two separate areas. The Lakewood area, which is being referred to as Area #1, consists of the streets shown on the attached Project Location Map lying north of Carver Avenue and south of Highwood Avenue. These streets are part of the City's work plan as a result of the adoption of the Gas Franchise Fee.

The Sterling Street Area, which is being referred to as Area #2, consists of that part of Sterling Street shown on the attached Project Location Map lying north of Linwood Avenue and south of Londin Lane. This portion of Sterling Street is scheduled for street improvements in 2016 according to the 2016-2020 Maplewood Capital Improvement Plan (CIP).

The assessment rates for this improvement project were established in accordance with the City's Special Assessment Policy. The amount assessed must provide a benefit to the property that is equal to or greater than the assessed amount. An appraisal firm was hired to ascertain an opinion of the special benefit received by properties within the neighborhood project area. This information was used to set the proposed special benefit assessment amounts for the project area.

There are a total of 243 assessable parcels, which includes single family homes, townhomes, and commercial/multi-family properties, within the Lakewood Sterling project area. The following is a summary of the proposed assessment rates based on the special benefit report:

- Area #1
 - Assessable Parcels = 142
 - Single Family Residential Rate = \$3,450.00/unit
- Area #2
 - Assessable Parcels = 101
 - Single Family Residential Rate = \$3,450.00/unit
 - Townhome/Commercial/Multi-family Rate = \$69.00/linear foot
 - Townhome rates based on proportional share of the total front footage

The proposed assessments for the Lakewood-Sterling Street Improvements total \$835,150. A copy of the assessment roll is provided as a supplement to this report.

As of March 9, 2016 staff has received the following objections to the proposed assessments:

- a. Parcel 24-28-22-12-0006 – Patricia J. Paczkowski, 1240 Sterling Street S. It is currently proposed that the property be assessed for 4 units at a rate of \$3,450 per unit. Patricia J. Paczkowski is requesting an undeveloped property deferral.
- b. Parcel 13-28-22-43-0022 – Kenneth Perry, President, St. Paul Educational Foundation, 1210 Sterling Street South, It is currently proposed that the property be assessed for 325 feet of front footage. Kenneth Perry, on behalf of St. Paul Educational Foundation, is objecting to the assessment on the basis that the assessment will create a financial hardship and is requesting a revision to the assessment amount.
- c. Parcel N.A. – Tom Brudvig, President, Crestview Forest Townhomes Rec. Board, 610 Crestview Forest Drive is located at the southeast corner of Sterling Street and Crestview Forest Drive. It is currently proposed that the property be assessed for 532.53 feet of front footage. Tom Brudvig, on behalf of the Crestview Forest Townhomes Rec. Board, is objecting to the assessment and is requesting a revision to the method of assessment and an undeveloped property deferral.

The objections listed above are summaries of the filed objections. A full copy of each objection has been attached to this report. Objections will be received up to and as part of the assessment hearing on March 14, 2016. Once the hearing is closed, no further objections will be considered.

Staff will review all objections and provide the City Council recommendations for motion at the March 28, 2016 City Council meeting. A letter detailing staff's recommendation to the City Council will be sent out to all property owners that filed an objection. This letter will also inform the property owner that if they wish to further address the City Council about the proposed assessment or staff recommendation they will be able to do so at the March 28, 2016 City Council Meeting.

Discussion

Final plans and specification for Lakewood-Sterling Street Improvements were approved and authorization given to advertise for sealed bids on February 8, 2016. Bids were received, opened and read on March 2, 2016.

Six valid bids were received and tabulated. A summary of the bids are shown in Exhibit 1. All bids have been checked and tabulated for accuracy.

The engineer's estimate for project construction cost, including the base bid, bid alternate 1, and bid alternate 2, is \$1,419,524.09. As seen in Exhibit 1 the bids ranged from \$972,143.60 to \$1,104,066.31. The low bid from Midwest Asphalt of 972,143.60 is approximately \$447,000 less than the engineer's estimate.

BID TABULATION - EXHIBIT 1					
Bids	Contractor	Base Bid	Bid Alt 1	Bid Alt 2	Total Bid
1	Midwest Asphalt	\$815,647.10	\$58,887.00	\$97,609.50	\$972,143.60
2	Valley Paving	\$808,548.68	\$60,977.96	\$106,298.63	\$975,825.27
3	Hardrives, Inc.	\$847,770.52	\$57,510.47	\$94,676.44	\$999,957.43
4	T.A. Schifsky & Sons	\$870,117.26	\$67,523.12	\$111,705.35	\$1,049,345.73
5	Park Construction Co.	\$870,842.03	\$59,916.90	\$123,550.05	\$1,054,308.98
6	Noarth Valley, Inc.	\$910,179.62	\$60,619.64	\$133,267.05	\$1,104,066.31
	Engineering Estimate	\$1,174,452.29	\$77,207.77	\$167,864.03	\$1,419,524.09

The City has not worked with Midwest Asphalt as a prime contractor in the past. However, staff has called and spoken with several of their references and based on these conversations and bid results, Midwest Asphalt is the lowest responsible bidder.

Budget Impact

The current approved budget for the project is \$1,890,364. This accounts for the construction cost plus indirect costs. The proposed construction contract is \$972,143.60 and the anticipated total project cost, including indirect costs is \$1,488,850, roughly \$400,000 under the approved budget. Staff will review the bid results, with respect to the approved budget, and revise the budget to reflect the awarded construction contract cost. The revised budget will be brought back to the City Council for approval at a future council meeting.

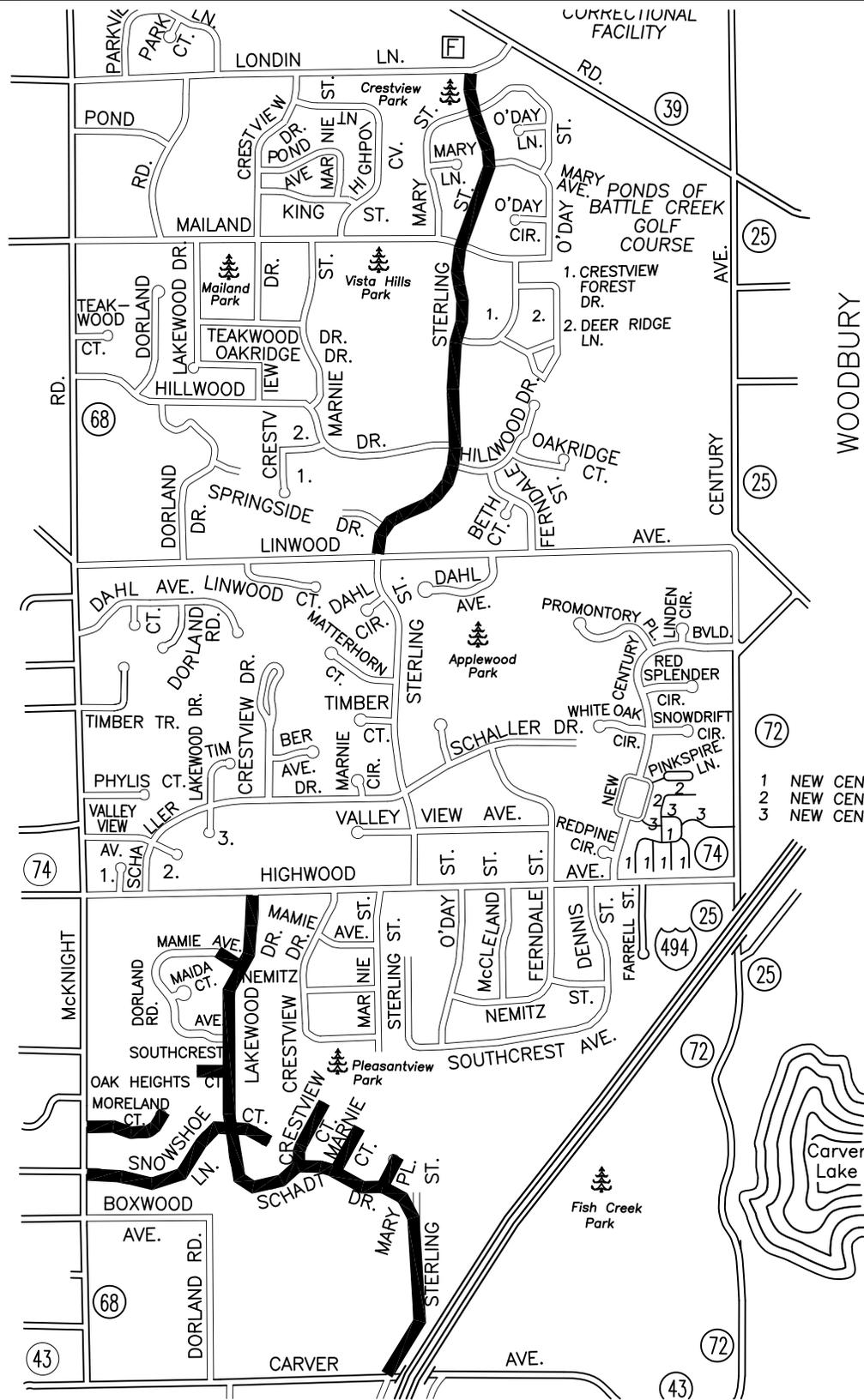
Recommendation

It is recommended that the City Council consider approving the attached resolutions for Adopting Assessment Roll for the Lakewood-Sterling Street Improvements, City Project 15-11. Additionally, it is recommended that the City Council consider the resolution for Receiving Bids and Awarding Construction Contract for the Lakewood-Sterling Road Street Improvements, City Project 15-11, to Midwest Asphalt.

Attachments

1. Project Location Map
2. Assessment Roll

3. Objection Letters
4. Resolution Adopting Assessment Roll
5. Resolution Award of Bids and Awarding Construction Contract



- 1. HUNTINGTON CT.
- 2. OAKRIDGE LN.

- 1. CURRIE CT.
- 2. VALLEY VIEW CT.
- 3. LAKEWOOD CT.

- 1 NEW CENTURY PL
- 2 NEW CENTURY TER
- 3 NEW CENTURY LN

PROPOSED STREET IMPROVEMENT

NO SCALE

Lakewood / Sterling Area Street Improvements

Project Location Map

City Project 15-11



ParcelID	TaxPayer	BuildingNumber	StreetNameAll	Units	Total Assessment
132822340016	Christopher Micko	1120	Crestview Ct S	1	\$3,450.00
132822340017	Thor Haugen	1130	Crestview Ct S	1	\$3,450.00
132822340015	Renee A Wolff	1131	Crestview Ct S	1	\$3,450.00
132822340018	Richard D Benson	1140	Crestview Ct S	1	\$3,450.00
132822340014	James B Mosner	1141	Crestview Ct S	1	\$3,450.00
132822340019	Thomas J Rubbelke	1150	Crestview Ct S	1	\$3,450.00
132822340013	Christopher D Nalezny	1151	Crestview Ct S	1	\$3,450.00
132822340020	Dan W Stelter	1160	Crestview Ct S	1	\$3,450.00
132822340012	Ryan C Puchreiter	1161	Crestview Ct S	1	\$3,450.00
132822340011	Margaret A Hutsell	1167	Crestview Ct S	1	\$3,450.00
132822310075	Dennis C Elvy	962	Lakewood Dr S	1	\$3,450.00
132822310076	Yer Vang	972	Lakewood Dr S	1	\$3,450.00
132822320078	Daley Properties Minnesota Llc	975	Lakewood Dr S	1	\$3,450.00
132822310077	Phuong H Phan	982	Lakewood Dr S	1	\$3,450.00
132822320042	Sulaiman Hemani	983	Lakewood Dr S	1	\$3,450.00
132822320038	Merridee R Harding	991	Lakewood Dr S	1	\$3,450.00
132822310078	Dana M Mcnamara	992	Lakewood Dr S	1	\$3,450.00
132822320039	Timothy H Boyd	1001	Lakewood Dr S	1	\$3,450.00
132822310079	John M Mcnamara	1002	Lakewood Dr S	1	\$3,450.00
132822310093	Sandra S Crouch	1012	Lakewood Dr S	1	\$3,450.00
132822310092	David A Sutton	1016	Lakewood Dr S	1	\$3,450.00
132822320031	Michael Thao	1021	Lakewood Dr S	1	\$3,450.00
132822320021	Christopher W Boline	1022	Lakewood Dr S	1	\$3,450.00
132822320032	Robert P Platzer	1031	Lakewood Dr S	1	\$3,450.00
132822320022	Paul M Patnaude	1032	Lakewood Dr S	1	\$3,450.00
132822320023	Scott R Weik	1042	Lakewood Dr S	1	\$3,450.00
132822320033	Dawn T Duerre	1043	Lakewood Dr S	1	\$3,450.00
132822320024	Susan Brennan	1052	Lakewood Dr S	1	\$3,450.00
132822320034	Robert B Matthew	1053	Lakewood Dr S	1	\$3,450.00
132822320025	Kristina M Gravem	1062	Lakewood Dr S	1	\$3,450.00
132822320035	Nicholas H Riley	1063	Lakewood Dr S	1	\$3,450.00
132822320026	Noah J Lamont	1072	Lakewood Dr S	1	\$3,450.00
132822320028	Jeffrey L Harrison	1081	Lakewood Dr S	1	\$3,450.00
132822320027	Jeffrey T Boston	1082	Lakewood Dr S	1	\$3,450.00
132822330051	Gregory P Sorenson	1092	Lakewood Dr S	1	\$3,450.00
132822330052	Frank C Gilbertson	1102	Lakewood Dr S	1	\$3,450.00
132822330053	Ernest J Laviolette	1112	Lakewood Dr S	1	\$3,450.00
132822330075	George A Andres	1113	Lakewood Dr S	1	\$3,450.00
132822330054	Debra Mauer	1122	Lakewood Dr S	1	\$3,450.00
132822330076	Kolar Trustee, James C	1123	Lakewood Dr S	1	\$3,450.00
132822330055	Levi T Kinsey	1132	Lakewood Dr S	1	\$3,450.00
132822330077	Steven C Anderson	1133	Lakewood Dr S	1	\$3,450.00
132822330056	Paula M Aherns	1142	Lakewood Dr S	1	\$3,450.00
132822330061	Martin W Coughlin	1151	Lakewood Dr S	1	\$3,450.00
132822330057	Martha J Arko	1152	Lakewood Dr S	1	\$3,450.00
132822330062	Amanda Tottingham	1161	Lakewood Dr S	1	\$3,450.00
132822330058	Mariann L Amundson	1162	Lakewood Dr S	1	\$3,450.00
132822330063	Jill M Grosz	1169	Lakewood Dr S	1	\$3,450.00
132822330059	Leslie Johnson	1172	Lakewood Dr S	1	\$3,450.00
132822330064	Matthew L Ledvina	1173	Lakewood Dr S	1	\$3,450.00
132822330065	Marlene F Ziemski	1179	Lakewood Dr S	1	\$3,450.00
132822330066	Dezhi & Liao	1185	Lakewood Dr S	1	\$3,450.00

132822320030	Paul C Madson	2360	Mamie Ave E	1	\$3,450.00
132822340024	Gary R Smith	1129	Marnie Ct S	1	\$3,450.00
132822340025	Bruce T Thompson	1132	Marnie Ct S	1	\$3,450.00
132822340026	Guy A Vogt	1138	Marnie Ct S	1	\$3,450.00
132822340023	William Thomas Shaffer	1139	Marnie Ct S	1	\$3,450.00
132822340027	Monir Am Amro	1142	Marnie Ct S	1	\$3,450.00
132822340022	S Prabhakara Rao Trustee	1149	Marnie Ct S	1	\$3,450.00
132822340028	Faizullah Khan	1152	Marnie Ct S	1	\$3,450.00
132822340021	Scott T Reddy	1159	Marnie Ct S	1	\$3,450.00
132822340029	Scott K Richards	1162	Marnie Ct S	1	\$3,450.00
132822340033	Charles L Garr	1127	Mary Pl S	1	\$3,450.00
132822340034	Barbara J Berthiaume	1128	Mary Pl S	1	\$3,450.00
132822340032	Malcolm D Olatunde	1137	Mary Pl S	1	\$3,450.00
132822340035	Myles P Conway	1138	Mary Pl S	1	\$3,450.00
132822340031	Richard F Theissen	1147	Mary Pl S	1	\$3,450.00
132822340036	Samuel M Bjellos	1148	Mary Pl S	1	\$3,450.00
132822340030	Peter M Glass	1157	Mary Pl S	1	\$3,450.00
132822340037	Paul J Kennedy	1164	Mary Pl S	1	\$3,450.00
132822330021	Byron M Meyer Trustee	2260	Moreland Ct E	1	\$3,450.00
132822330006	Kevin W Meeder	2261	Moreland Ct E	1	\$3,450.00
132822330020	Hung N Nguyen	2268	Moreland Ct E	1	\$3,450.00
132822330007	Steven M Weber	2269	Moreland Ct E	1	\$3,450.00
132822330019	Gary R Schwartz	2276	Moreland Ct E	1	\$3,450.00
132822330008	Terry M Engfer	2277	Moreland Ct E	1	\$3,450.00
132822330018	Edward P Fitzgerald	2284	Moreland Ct E	1	\$3,450.00
132822330009	Athula I Abeyratne	2285	Moreland Ct E	1	\$3,450.00
132822330017	Thomas D Peterson	2292	Moreland Ct E	1	\$3,450.00
132822330010	Gail Mullaney	2299	Moreland Ct E	1	\$3,450.00
132822330016	Michael R Ohlhauser	2300	Moreland Ct E	1	\$3,450.00
132822330015	John T Kisch	2308	Moreland Ct E	1	\$3,450.00
132822330011	Mitchell D Maristuen	2309	Moreland Ct E	1	\$3,450.00
132822330014	Mark E Schwartz	2316	Moreland Ct E	1	\$3,450.00
132822330012	James L Zawacki	2319	Moreland Ct E	1	\$3,450.00
132822330013	Bradley Jacob Meade	2324	Moreland Ct E	1	\$3,450.00
132822330072	Roxanne K Schallinger	2328	Oak Heights Ct E	1	\$3,450.00
132822330071	Bruce B Cunningham	2329	Oak Heights Ct E	1	\$3,450.00
132822330073	Sheng Yang	2334	Oak Heights Ct E	1	\$3,450.00
132822330070	Matthew G Minder	2339	Oak Heights Ct E	1	\$3,450.00
132822330074	Fifth Third Mortgage Company	2342	Oak Heights Ct E	1	\$3,450.00
132822330069	Thomas E Valen	2345	Oak Heights Ct E	1	\$3,450.00
132822340008	Carol B Jaskulka	2381	Schadt Dr E	1	\$3,450.00
132822340038	Satoru Sudoh	2382	Schadt Dr E	1	\$3,450.00
132822340009	Donald J Seigler	2389	Schadt Dr E	1	\$3,450.00
132822340039	Steven L Bonfig	2390	Schadt Dr E	1	\$3,450.00
132822340010	Brian A Saben	2397	Schadt Dr E	1	\$3,450.00
132822340040	Louis C Hoffman	2398	Schadt Dr E	1	\$3,450.00
132822340041	Arnold R Kaiser	2406	Schadt Dr E	1	\$3,450.00
132822340042	Steven E Gravem	2414	Schadt Dr E	1	\$3,450.00
132822340043	Terry A Sands	2422	Schadt Dr E	1	\$3,450.00
132822340044	Robert Pien	2430	Schadt Dr E	1	\$3,450.00
132822340045	Randall G Koza	2438	Schadt Dr E	1	\$3,450.00
132822340046	James V Schaefer	2446	Schadt Dr E	1	\$3,450.00
132822340047	Biljana Nedich	2454	Schadt Dr E	1	\$3,450.00
132822340048	Sophy Lim	2462	Schadt Dr E	1	\$3,450.00
132822340049	Nicholas Jalonack	2470	Schadt Dr E	1	\$3,450.00

Lakewood-Sterling Area Street Improvements, City Project 15-11
 Area 1 - Assessment Roll

H3, Attachment 2

132822340050	Anna Song Yang	2478	Schadt Dr E	1	\$3,450.00
132822340003	Rhoda P Erhardt	2379	Snowshoe Ct E	1	\$3,450.00
132822340007	Justin Hammiller	2380	Snowshoe Ct E	1	\$3,450.00
132822340004	Louise C Berg Trustee	2387	Snowshoe Ct E	1	\$3,450.00
132822340006	Daniel R Brady	2388	Snowshoe Ct E	1	\$3,450.00
132822340005	Diane L Koenig	2396	Snowshoe Ct E	1	\$3,450.00
132822330031	Polly M Smith	2262	Snowshoe Ln E	1	\$3,450.00
132822330022	Gillespie, Schuyler	2263	Snowshoe Ln E	1	\$3,450.00
132822330032	Todd & Harmening	2270	Snowshoe Ln E	1	\$3,450.00
132822330023	Travale Haynes	2271	Snowshoe Ln E	1	\$3,450.00
132822330033	Mark Strand	2278	Snowshoe Ln E	1	\$3,450.00
132822330024	Robert D Crew	2279	Snowshoe Ln E	1	\$3,450.00
132822330034	Michael J Plasch	2286	Snowshoe Ln E	1	\$3,450.00
132822330025	Timothy A Bowlin	2287	Snowshoe Ln E	1	\$3,450.00
132822330035	Chris D Holmgren	2292	Snowshoe Ln E	1	\$3,450.00
132822330026	Bradley C Greiman	2293	Snowshoe Ln E	1	\$3,450.00
132822330036	Michael J Webster	2298	Snowshoe Ln E	1	\$3,450.00
132822330027	John S Hanks	2299	Snowshoe Ln E	1	\$3,450.00
132822330037	Jeffrey J Harper	2304	Snowshoe Ln E	1	\$3,450.00
132822330028	Christopher Given	2305	Snowshoe Ln E	1	\$3,450.00
132822330038	Steven A Stmartin	2310	Snowshoe Ln E	1	\$3,450.00
132822330029	Richard J Carlson	2311	Snowshoe Ln E	1	\$3,450.00
132822330039	James F Long	2316	Snowshoe Ln E	1	\$3,450.00
132822330030	Gerald F Pillar	2317	Snowshoe Ln E	1	\$3,450.00
132822330040	Steven Fischer	2322	Snowshoe Ln E	1	\$3,450.00
132822330081	Arthur H Thyen	2323	Snowshoe Ln E	1	\$3,450.00
132822330041	Daniel Cashman	2328	Snowshoe Ln E	1	\$3,450.00
132822330080	Comfort, Nola Gail	2329	Snowshoe Ln E	1	\$3,450.00
132822330060	Ryan L Crowley	2334	Snowshoe Ln E	1	\$3,450.00
132822330079	Kenneth J Bearth	2335	Snowshoe Ln E	1	\$3,450.00
132822330078	Ryan R Walton	2341	Snowshoe Ln E	1	\$3,450.00
*132822430022	St Paul Education Foundation	1210	Sterling St S	325	\$22,425.00
132822430015	Patrick J Lyons	1230	Sterling St S	1	\$3,450.00
242822120006	Patricia J Paczkowski	1240	Sterling St S	4	\$13,800.00
242822210012	Beverly J Stielow	1285	Sterling St S	2	\$6,900.00

Total Assessment Amount: \$522,675.00

ParcelID	TaxPayer	BuildingNumber	StreetNameAll	Units	Rehabilitate/Pavement Replacement Assessment	Total Assessment
122822340057	Michael G Anderson	2466	Springside Dr E	1	\$3,450.00	\$3,450.00
122822130001	Anthony J Omelian	362	Sterling St S	1	\$3,450.00	\$3,450.00
122822130002	Bac Home Loans Servicing Lp	368	Sterling St S	1	\$3,450.00	\$3,450.00
122822130029	Rosalyn L Johnson	386	Sterling St S	1	\$3,450.00	\$3,450.00
122822130058	Gamble, Clauzel	387	Sterling St S	1	\$3,450.00	\$3,450.00
122822130028	Sean Vang	398	Sterling St S	1	\$3,450.00	\$3,450.00
122822130059	Keith A Piotrowski	399	Sterling St S	1	\$3,450.00	\$3,450.00
122822130060	Gordon O Fritsche	411	Sterling St S	1	\$3,450.00	\$3,450.00
122822130061	William E Hydukovich	423	Sterling St S	1	\$3,450.00	\$3,450.00
122822130039	Michael Sans Crainte	424	Sterling St S	1	\$3,450.00	\$3,450.00
122822130062	Joseph P Incorvaja	431	Sterling St S	1	\$3,450.00	\$3,450.00
122822130046	Donald R Duff	432	Sterling St S	1	\$3,450.00	\$3,450.00
122822130047	Gwen Plaster	442	Sterling St S	1	\$3,450.00	\$3,450.00
122822130063	Roberto P Cocchiarella	443	Sterling St S	1	\$3,450.00	\$3,450.00
122822130064	Ka Ying Moua	449	Sterling St S	1	\$3,450.00	\$3,450.00
122822130048	Stanley A Swenson	450	Sterling St S	1	\$3,450.00	\$3,450.00
122822130050	Jon A Melander	458	Sterling St S	1	\$3,450.00	\$3,450.00
122822130065	Debra Tallarico	459	Sterling St S	1	\$3,450.00	\$3,450.00
122822130051	Stephen E Krampe	466	Sterling St S	1	\$3,450.00	\$3,450.00
122822130066	Lori J Tauer	467	Sterling St S	1	\$3,450.00	\$3,450.00
122822130067	Jeremy E Ballard	477	Sterling St S	1	\$3,450.00	\$3,450.00
122822420183	Judith D Dahl	480	Sterling St S	1	\$2,255.69	\$2,255.69
122822420044	William Colby Newton	481	Sterling St S	1	\$2,255.69	\$2,255.69
122822420182	Renee J Tait	482	Sterling St S	1	\$2,255.69	\$2,255.69
122822420043	Kimberly D Osland	483	Sterling St S	1	\$2,255.69	\$2,255.69
122822420181	Sharon L Briggs	484	Sterling St S	1	\$2,255.69	\$2,255.69
122822420042	Kenneth L Scheel	485	Sterling St S	1	\$2,255.69	\$2,255.69
122822420180	Margaret J Burney	486	Sterling St S	1	\$2,255.69	\$2,255.69
122822420041	Mark J Paulson	487	Sterling St S	1	\$2,255.69	\$2,255.69
122822420040	Jacquelyn D Bush	489	Sterling St S	1	\$2,255.69	\$2,255.69
122822420039	Jeannette A Erickson	491	Sterling St S	1	\$2,255.69	\$2,255.69
122822420038	Julie A Arends	493	Sterling St S	1	\$2,255.69	\$2,255.69
122822420037	Rodney Rowe	495	Sterling St S	1	\$2,255.69	\$2,255.69
122822420029	Susan M Greenlee	501	Sterling St S	1	\$2,255.69	\$2,255.69
122822420030	Jennifer R Miller	503	Sterling St S	1	\$2,255.69	\$2,255.69
122822420031	Maria B Ortiz Maya	505	Sterling St S	1	\$2,255.69	\$2,255.69
122822420032	Shelley A Bratholdt	507	Sterling St S	1	\$2,255.69	\$2,255.69
122822420033	Glen E Oppenheimer	509	Sterling St S	1	\$2,255.69	\$2,255.69
122822420179	Donald W Treichel	510	Sterling St S	1	\$2,255.69	\$2,255.69
122822420034	Barbara E Schaber	511	Sterling St S	1	\$2,255.69	\$2,255.69
122822420035	Alfons Roskowinski	513	Sterling St S	1	\$2,255.69	\$2,255.69
122822420036	Shirley A Bahneman	515	Sterling St S	1	\$2,255.69	\$2,255.69
122822420178	Barbara J Hall	516	Sterling St S	1	\$2,255.69	\$2,255.69
122822420028	Terry A Richards	521	Sterling St S	1	\$2,255.69	\$2,255.69
122822420027	Jeff J Black	523	Sterling St S	1	\$2,255.69	\$2,255.69
122822420026	Lucia F Pierson Trustee	525	Sterling St S	1	\$2,255.69	\$2,255.69
122822420025	Bonita J Prokosch	527	Sterling St S	1	\$2,255.69	\$2,255.69
122822420024	Rose M Huber	529	Sterling St S	1	\$2,255.69	\$2,255.69
122822420174	Candice Lee	530	Sterling St S	1	\$2,255.69	\$2,255.69
122822420023	Miriam Schliesing	531	Sterling St S	1	\$2,255.69	\$2,255.69
122822420175	Karen Schultz	532	Sterling St S	1	\$2,255.69	\$2,255.69
122822420022	Richard J Chlebeck	533	Sterling St S	1	\$2,255.69	\$2,255.69
122822420176	Renee C Plath Trustee	534	Sterling St S	1	\$2,255.69	\$2,255.69
122822420021	Floyd Arthur Oursler	535	Sterling St S	1	\$2,255.69	\$2,255.69
122822420177	Betty C Rodengen	536	Sterling St S	1	\$2,255.69	\$2,255.69
122822420013	Miland H Meek Trustee	541	Sterling St S	1	\$2,255.69	\$2,255.69
122822420014	Edward Ruiz	543	Sterling St S	1	\$2,255.69	\$2,255.69
122822420015	Matthew Mills	545	Sterling St S	1	\$2,255.69	\$2,255.69

122822420016	Assaad M Haddad	547	Sterling St S	1	\$2,255.69	\$2,255.69
122822420017	Jessica Lynn Pearson	549	Sterling St S	1	\$2,255.69	\$2,255.69
122822420018	Diane Mccarty	551	Sterling St S	1	\$2,255.69	\$2,255.69
122822420019	Philip N Lambert	553	Sterling St S	1	\$2,255.69	\$2,255.69
122822420020	Sandra L Hupp	555	Sterling St S	1	\$2,255.69	\$2,255.69
122822420060	George Albert Haun	563	Sterling St S	1	\$2,255.69	\$2,255.69
122822420059	Robert E Channer	565	Sterling St S	1	\$2,255.69	\$2,255.69
122822420058	Diane K Williams	567	Sterling St S	1	\$2,255.69	\$2,255.69
122822420057	James T Wakefield	569	Sterling St S	1	\$2,255.69	\$2,255.69
122822420056	June L House	573	Sterling St S	1	\$2,255.69	\$2,255.69
122822420055	Donald S Detmar	575	Sterling St S	1	\$2,255.69	\$2,255.69
122822420054	Kevin Svenby	577	Sterling St S	1	\$2,255.69	\$2,255.69
122822420053	Alice Marie Simpson	579	Sterling St S	1	\$2,255.69	\$2,255.69
122822420052	Gerald G Guertin Trustee	583	Sterling St S	1	\$2,255.69	\$2,255.69
122822420051	Donna M Chapp Trustee	585	Sterling St S	1	\$2,255.69	\$2,255.69
122822420050	Olivia K Moris	587	Sterling St S	1	\$2,255.69	\$2,255.69
122822420049	Towle, Daniel A	589	Sterling St S	1	\$2,255.69	\$2,255.69
122822420048	Dina R Morelli	593	Sterling St S	1	\$2,255.69	\$2,255.69
122822420047	Tracy R Woodward	595	Sterling St S	1	\$2,255.69	\$2,255.69
122822420046	Candace Kane	597	Sterling St S	1	\$2,255.69	\$2,255.69
122822420045	Mary Ann Bares	599	Sterling St S	1	\$2,255.69	\$2,255.69
*	Crestview Forest Clubhouse	610	Crestview Forest Dr	532.53	\$36,744.57	\$36,744.57
122822430007	Roger W Butenhoff	601	Sterling St	1	\$3,450.00	\$3,450.00
122822430013	Dale L Koziol	602	Sterling St S	1	\$3,450.00	\$3,450.00
122822430014	Joseph F Knight	606	Sterling St S	1	\$3,450.00	\$3,450.00
122822430008	Linda Y Her	607	Sterling St S	1	\$3,450.00	\$3,450.00
122822430015	Keith R Cardinal	610	Sterling St S	1	\$3,450.00	\$3,450.00
122822430009	Gary A Klonc	613	Sterling St S	1	\$3,450.00	\$3,450.00
122822430010	Thomas S Baecker	619	Sterling St S	1	\$3,450.00	\$3,450.00
122822430016	Joan C Niedfeldt	620	Sterling St S	1	\$3,450.00	\$3,450.00
122822430011	Bill J Darst	625	Sterling St S	1	\$3,450.00	\$3,450.00
122822430017	C N Buzicky	626	Sterling St S	1	\$3,450.00	\$3,450.00
122822430018	Russell J Vanderwiel	632	Sterling St S	1	\$3,450.00	\$3,450.00
122822430019	Kim M Atkinson	656	Sterling St S	1	\$3,450.00	\$3,450.00
122822430021	Joshua S Whiting	672	Sterling St S	1	\$3,450.00	\$3,450.00
122822340065	Steven A Koemptgen	681	Sterling St S	1	\$3,450.00	\$3,450.00
122822430022	Cary H Mielke	682	Sterling St S	1	\$3,450.00	\$3,450.00
122822340064	Kim M Swift	691	Sterling St S	1	\$3,450.00	\$3,450.00
122822340068	Michael F Thompson	692	Sterling St S	1	\$3,450.00	\$3,450.00
122822340063	Carl A Archer	701	Sterling St S	1	\$3,450.00	\$3,450.00
122822340067	Naimul Karim	702	Sterling St S	1	\$3,450.00	\$3,450.00
122822340062	Scott A Bestland	705	Sterling St S	1	\$3,450.00	\$3,450.00
122822340066	Robert J Julich	712	Sterling St S	1	\$3,450.00	\$3,450.00

Total Assessment Amount: \$312,474.78

Note:

* - The property located at 610 Crestview Forest Drive currently does not have a parcel identification number (Parcel ID) assigned according the Ramsey County property map. This property is further defined as Lot 1, Block 10, CRESTVIEW FOREST, according to the recorded plat thereof, Ramsey County, Minnesota.

ASSESSMENT HEARING OBJECTION FORM

Lakewood - Sterling Area IMPROVEMENTS

CITY PROJECT #15- 11

Address of assessed parcel 1240 Sterling St. S.

Property identification number: 24-28-22-12-0006
(12 digit number)

Do you wish to address the city council at the public hearing?

Yes No

Please complete this form if you intend to appeal to the city council to defer, revise or cancel your assessment. This form must be completed and filed with the city clerk no later than the close of the city council's assessment hearing. Your request will become part of the public hearing record. I request that the city council consider (check one):

1. Deferral of assessment due to:

- a. Senior citizen deferment (over 65 years of age)
- b. Permanent and total disability
- c. National Guard /Military in Active Service
- d. Financial Hardship (must provide documentation as required)
- e. Undeveloped Property

2. Cancellation of assessment

3. Revision of assessment

Reason for the request:

no assessment on undeveloped property

PATRICIA J. PACZKOWSKI

RUDOLPH PACZKOWSKI

Print Name

Patricia J Paczkowski
Rudolph Paczkowski

Signature

2-26-16

2-26-16

Date

1240 S. Sterling St

Address of Property Owner

(55119)

Zip

651 7380965

Telephone

ASSESSMENT HEARING OBJECTION FORM

Lake Wood - Sterling Area Street IMPROVEMENTS

CITY PROJECT 15-11

Address of assessed parcel 1210 Sterling Street South

Property identification number: 1 3 - 2 8 - 2 2 - 4 3 - 0 0 2 2
(12 digit number)

Do you wish to address the city council at the public hearing?

Yes No

Please complete this form if you intend to appeal to the city council to defer, revise or cancel your assessment. This form must be completed and filed with the city clerk no later than the close of the city council's assessment hearing. Your request will become part of the public hearing record. I request that the city council consider (check one):

- 1. Deferral of assessment due to:
 - a. Senior citizen deferment (over 65 years of age)
 - b. Permanent and total disability
 - c. National Guard/Military in Active Service
 - d. Financial Hardship (must provide documentation as required)
 - e. Undeveloped Property
- 2. Cancellation of assessment
- 3. Revision of assessment

Reason for the request:

Please review the attached documents detailing the reasons for this request.

Kenneth Perry, President, St. Paul Educational Foundation *Kenneth Perry* 3/7/16
Print Name Signature Date

PO Box 50778 Mendota Heights, MN (55150) 651-450-7557
Address of Property Owner Zip Telephone

Revised April 2010

The proposed assessment of \$22,425, based upon Maplewood's Residential Unit Method #5 is clearly exorbitant and threatens the very existence of an organization that has provided a valuable service to the youth of the community over the last 131 years. As noted on the attached analysis of the assessment as a percentage of the SPEF's annual revenue, the assessment is 74% of our average annual revenue. Revenue that is sorely needed to maintain the facilities and provide youth ski jumping programs. If you were to review our property, the majority of the property cannot be developed for housing. The area at the bottom of the hill is subject to flooding and contains a water holding pond maintained by the City of Maplewood to hold the runoff from the surrounding developments. With a great deal of infrastructure investment, maybe 3 homes could be built on the area at the top of the hill. We have a pipeline on the west boundary of the property and the former extension of Sterling Street was abandoned by the city several years ago and decided to the SPEF. A move that would not have been made if the city thought it was viable for development.

The SPEF foundation would gladly pay for 1 unit for the much needed improvement of Sterling Street South. An assessment of more than 1 unit would seriously jeopardize the ability of the SPEF to continue providing the valued opportunities to the youth of the area and our surrounding neighbors.

St. Paul Educational Foundation				
Fundraising by Year				
FYE		Cell Revenue		Maplewood Street Assessment as % Revenue
8/31/2015		34,574		65%
8/31/2014		31,263		72%
8/31/2013		31,263		72%
8/31/2012		29,598		76%
8/31/2011		29,371		76%
8/31/2010		29,723		75%
8/31/2009		27,175		83%
7 Year Average		30,424		74%

St. Paul Educational Foundation, Inc

Rationale for Maplewood Street Assessment Objection

The St Paul Educational Foundation (SPEF) is the parent organization of the St. Paul Ski Club located at 1210 Sterling Street South in Maplewood. Established in 1885, the St. Paul Ski Club is the oldest active ski club in the United States. The rich history of the club is well documented in the book "On Wings of Wood" by Tom Harrington and Wally Wakefield. At its Carver's Lake/Harrington Hill facility in Maplewood, the St. Paul Ski Club functions as a strictly volunteer organization self-funded throughout its history. It operates under the auspices of the St. Paul Educational Foundation. Charitable gambling in the form of Bingo and Pull Tabs played a major role in establishing and operating the current facility. The SPEF now funds ski club activities, facility maintenance and operating expenses with income from cell phone antenna space rental on our 46 meter tower. Plastic on the 20 meter and 46 meter jumps enables jumping in the summer and fall. Our annual Christmas training camp introduces the sport of ski jumping to interested youth throughout the area.

The SPEF is a Non Stock, Non Profit Operating Foundation exempt from tax under Section 501(c)(3) of the Internal Revenue Code. The SPEF is an "operating" foundation, which means it operates a service that is donated rather than merely donating funds to other charities. Whereas significant funds have been donated and gifted to the organization over the years, the most material donations have been from individual services. A year-round ski jumping facility is operated on the SPEF property. Snow is made, ski jumping hills are groomed, youth skiers are equipped and trained, scheduled competitions are held, supervised administrative meetings are run by the youngsters and significant improvements to the facilities are all accomplished by individual members contributing their services free of charge, a donation.

The annual membership fee for youth is \$25. This fee entitles the youth participant to ski free, be coached, attend training camps, participate in scheduled weekend competitions and be completely equipped with skis, boots, jumping suits and helmets. The membership fee also entitles the youth participant to free admission to various award banquets and other social events.

The SPEF is a privately held public playground. Maplewood and other nearby fire departments and public emergency service providers have used the property for training without charge. The property is also available free to neighboring residents to walk their dogs or use in any other reasonable way. There are absolutely no restrictions as to participation in the SPEF or on who is allowed to use the facilities of the organization. All are welcome. The primary focus of the organization is on youth. Adults may participate in ski jumping but they rarely to anything other than donate their time to the charitable operations of the SPEF. Refer to the next page for the mission statement of the St. Paul Ski Club and the attached North Stars Factors Survey.

Mission Statement of the St Paul Ski Club

To use the sport of ski jumping to enhance the self worth, character, and quality of life for all people involved in the Club.

Ski Jumpers

Provide facilities that are safe, challenging, and rewarding; and coaching in accordance with their individual aspirations.

Adolescents

Educate them to value and respect themselves and others through providing a fun, safe and balanced approach to the sport of Ski Jumping. Teach them interdependence through being active participants in the St. Paul Junior Ski Club.

Teenagers

Teach them the value of disciplined training and work ethic by providing an environment which allows each individual the opportunity to get out of the sport what they put into it. Teach them leadership and cooperation through being active in administering the St. Paul Junior Ski Club.

Adults

Provide an environment for friendly competition and an opportunity to help develop the youth through leading by example.

Members

Provide the opportunity to "give back" to the sport, and to experience the joys of service, fellowship, and camaraderie.

Parents

Afford the peace of mind that their children are not only getting the benefits of physical activity, but are also learning some of the larger lessons of life. Encourage the parent's involvement to the degree that they desire.

Neighbors

The Club operates within the regulatory guidelines the Maplewood public parks, and strives to be a "good neighbor".

USSA

SPSC is member club in good standing, abides by USSA rules/regulations, and functions as a "feeder" organization in terms of ski jumping and administrative talent.

Community

Produce/provide better citizens that will make a positive contribution to society.

North Stars Factors Survey			
Owner:	St. Paul Educational Foundation, Inc. (hereinafter referred to as the SPEF)	Date:	1-29-2016
Address:	mailing address is PO Box 50778 Mendota, MN 55150, property address is 1210 Sterling St., Maplewood, MN		
Parcel ID(s):	13.28.22.43.0022	Contact:	Gerald Slater 651-450-7557
	<small>Name</small>		<small>Telephone</small>
In order to process your Application for Property Tax Exemption as an "Institution for Purely Public Charity," please review and respond to the following questions pertaining to MN Statute 272.02, subd. 7, established per the 2009 MN House Bill 1298, Chapter 88. All factors must be satisfied, unless your organization can provide a reasonable justification for failing to meet factors 2, 3, and 5.			
1. To what extent is the stated purpose of the undertaking "to be helpful to others without immediate expectation of material reward"?			
Please see the Revised and Restated Articles of Incorporation, Article II, which requires compliance with this factor. The SPEF has faithfully and consistently followed and adhered to its Articles of Incorporation since the SPEF was founded in 1968.			
2. To what extent does the entity involved rely on support from material donations, gifts, or government grants to carry out services to the public? (For the purposes of this question, a grant is a written or electronic document defining a legal relationship between a granting agency and a grantee, when the principal purpose of the relationship is to transfer cash or something of value to the grantee to support a public purpose.)			
The SPEF is a Non Stock, Non Profit Private Operating Foundation exempt from tax under Section 501(c)(3) on the Internal Revenue Code. The SPEF is an "operating" foundation, which means it operates a service that is donated rather than merely donating funds to other charities. Whereas significant funds have been donated and gifted to the organization over the years, the most material donations have been from individual services. A year-round ski jumping facility is operated on the SPEF property. Snow is made, ski jumping hills groomed, youth skiers are equipped and trained, scheduled competitions are held, supervised administrative meeting are run by the youngsters and <u>significant improvements to the facilities are all accomplished by individual members contributing their services free of charge, a donation.</u>			
3. a) Does anyone who benefits from your charity receive the benefits and services at reduced or no cost? b) Does your organization provide services to the public that alleviate burdens or responsibilities that would otherwise be borne by the government?			
a)	The annual membership fee for youth is \$25. This fee entitles the youth participant to ski free, be coached, attend training camps, participate in scheduled weekend competitions and be completely equipped with skis, boots, jumping suits and helmets. The membership fee also entitles the youth participant to free admission to various award banquets and other social events.		
b)	The SPEF is a privately held public playground. Maplewood and other nearby fire departments and public emergency service providers have used the property for training without charge. The property is also available free to neighboring residents to walk their dogs or use in any other reasonable way.		
4. Does the income received, including material gifts and donations, produce a profit to the charitable institution that is not distributed to private interests?			
The SPEF does not operate with the intent to earn a long-term profit. See the enclosed Federal 990 annual tax returns for the fiscal years ending August 31, 2013, 2014 and 2015. Any profit retained for more than one year is usually generated from gains on investments. Prior to the year 2000, profits generated by gaming activities were put into an endowment fund to ensure the organization has sufficient funding to continue operations in future years. The Revised and Restated Articles in Article X address this endowment fund and how its use is restricted. Occasionally on an annual basis the SPEF may receive more cash inflow than outflow. These excesses are set aside for major capital improvements to the property, that in turn support our charitable activities.			
5. Are the beneficiaries of the charity restricted or unrestricted? If they are restricted, do the class of persons to whom the charity is made available have a reasonable relationship to the charitable objectives?			
There are absolutely no restrictions as to participation in the SPEF or on who is allowed to use the facilities of the organization. All are welcome. The primary focus of the organization is on youth. Adults may participate in ski jumping, but they rarely do anything other than donate their time to the charitable operations of the SPEF.			
6. Are dividends, in any form or substance, or assets upon dissolution, available to private interests?			
Please see the Revised and Restated Articles of Incorporation Articles II and VI which prohibit such activities.			

Please include a completed copy of this survey with your "Institution of Purely Public Charity" exempt application.

Dear City Clerk, City of Maplewood

Received

H3, Attachment 3
March 7, 2016

3/08/16 8:49 A.M. Jan Haag

We are writing in appeal to ask the City's help in assuring a fair and equitable distribution of street assessment cost across the owners of the Crestview Forest Townhomes that is likely to occur, in several stages, over the next 5 years beginning with the street improvement project on Sterling St. north of Linwood scheduled for 2016.

Our townhome association was established prior to the Minnesota Common Interest Ownership Act (MCIOA) and we were recently reminded by our attorney, regarding a different issue, that we do not have legal authority within our association to assign special assessments to individual owners or group of owners. Any assessments must be applied to all owners.

Our Rec. Board, a sub-unit of our two townhome associations, recently received notice of a \$36,744.57 assessment for the frontage assessment of Sterling Ave. along Block 10 as shown on the Official Plat for Crestview Forest filed Feb 20, 1981.

Block 10 serves as our activities and Green Acres/Park area for Crestview Forest members and the Rec. Board oversees the maintenance of this area, it has no assessment authority related to the homeowners but receives its funding as an annual grant from the two Townhome associations that comprise Crestview Forest. The Board is comprised of board members of the two governing Townhome associations.

1. We would like to point out that nearly 300 ft of the south half of Block 10 remains undeveloped at this time even though it would be possible to construct at least another 8 units (2 quads). We believe the assessment for this portion of Block 10 should be deferred as undeveloped at this time. Crestview Forest currently has no intention to develop this property further and we would like to know if it is possible to attain a "green acres status" for this property. This property is critical to maintaining a wooded, wildlife corridor between the golf course area on the east and the Vista Hills Park area. We would be eager to discuss this with the City at your earliest convenience.
2. We are asking that the city use the same approach uniformly to incorporate the assessment costs for Block 10 along Sterling St. as it did for calculating the individual property assessment for the front footage of the wooded area in the northeast quadrant of the intersection of Sterling St. and Crestview Forest Drive. This cost should then be incorporated into the assessments for the housing units in Block 9 and Outlot B.

We also ask that this same approach be used when the street improvements are done on Crestview Forest Drive and Deer Ridge Lane when these next two stages of street repaving is done.

We have attached a color coded map to demonstrate our request which we feel will provide the most equitable distribution of street assessments across our owners over the next several years.

Sincerely,



Tom Brudvig, President

Crestview Forest Townhomes Rec. Board

610 Crestview Forest Drive

CRESTVIEW FOREST

BEFORE ALL PERSONS BY THESE PRESENTS: That J.R. Walker & Sons, Inc., a Minnesota Corporation, the owner and Marvin H. Anderson Construction Company, a Minnesota Corporation, contract for deed purchaser, of the following described property, situated in the City of Maplewood, County of Ramsey, State of Minnesota:

Lot 1, Block 6, Crestview, according to the plat thereof on file and of record in the office of the County Recorder, Ramsey County, Minnesota.

have caused this same to be surveyed, platted, and known as CRESTVIEW FOREST and do hereby dedicate to the public for the public use, the streets, drive and easements over and across Block 1, Block 6, Lot 1, Block 10, for drainage and utility purposes. In witness whereof, said J.R. Walker & Sons, Inc., a Minnesota Corporation, has caused them, privately to be signed, by its proper officers and its corporate seal to be hereunto affixed this 24th day of DECEMBER 1982 and Marvin H. Anderson Construction Company, a Minnesota Corporation, has caused them, privately to be signed, by its proper officers and its corporate seal to be hereunto affixed this 24th day of DECEMBER 1982.

SIGNED:

Norman S. Walker
Norman S. Walker, President

Robert H. Walker
Robert H. Walker, Treasurer

Marvin H. Anderson
Marvin H. Anderson, Vice-President

Norman C. Eckstrom
Norman C. Eckstrom, Vice-President

State of Minnesota
County of Hennepin
This foregoing instrument was acknowledged before me this 24th day of DECEMBER, 1982, by Marvin H. Walker, President and Robert H. Walker, Treasurer of J.R. Walker & Sons, Inc., a Minnesota Corporation, on behalf of the Corporation.

Shelvia E. Haas
Shelvia E. Haas
Notary Public, Hennepin County, Minnesota
My Commission Expires: April 27, 1982

State of Minnesota
County of Hennepin
The foregoing instrument was acknowledged before me on this 24th day of DECEMBER, 1982, by Marvin H. Grant, President and Norman C. Eckstrom, Vice-President of Marvin H. Anderson Construction Company, a Minnesota Corporation, on behalf of the Corporation.

Shelvia E. Haas
Shelvia E. Haas
Notary Public, Hennepin County, Minnesota
My Commission Expires: April 27, 1982

I, Calvin H. Hedlund, hereby certify that I have surveyed and platted the property described in the declaration of this plat as CRESTVIEW FOREST, that this plat is a correct representation of said survey; that all dimensions are correctly shown on the plat; that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat; and there are no articles, easements or public highways other than as shown on survey.

Calvin H. Hedlund
Calvin H. Hedlund, Land Surveyor
Minnesota Registration No. 5942

State of Minnesota
County of Hennepin
This plat was subscribed and sworn to before me, a Notary Public, this 24th day of DECEMBER, 1982.

Shelvia E. Haas
Shelvia E. Haas
Notary Public, Hennepin County, Minnesota
My Commission Expires: April 27, 1982

Accepted and accepted by the City Council of the City of Maplewood, Minnesota, this 14th day of DECEMBER, 1982.

John J. ...
Mayor

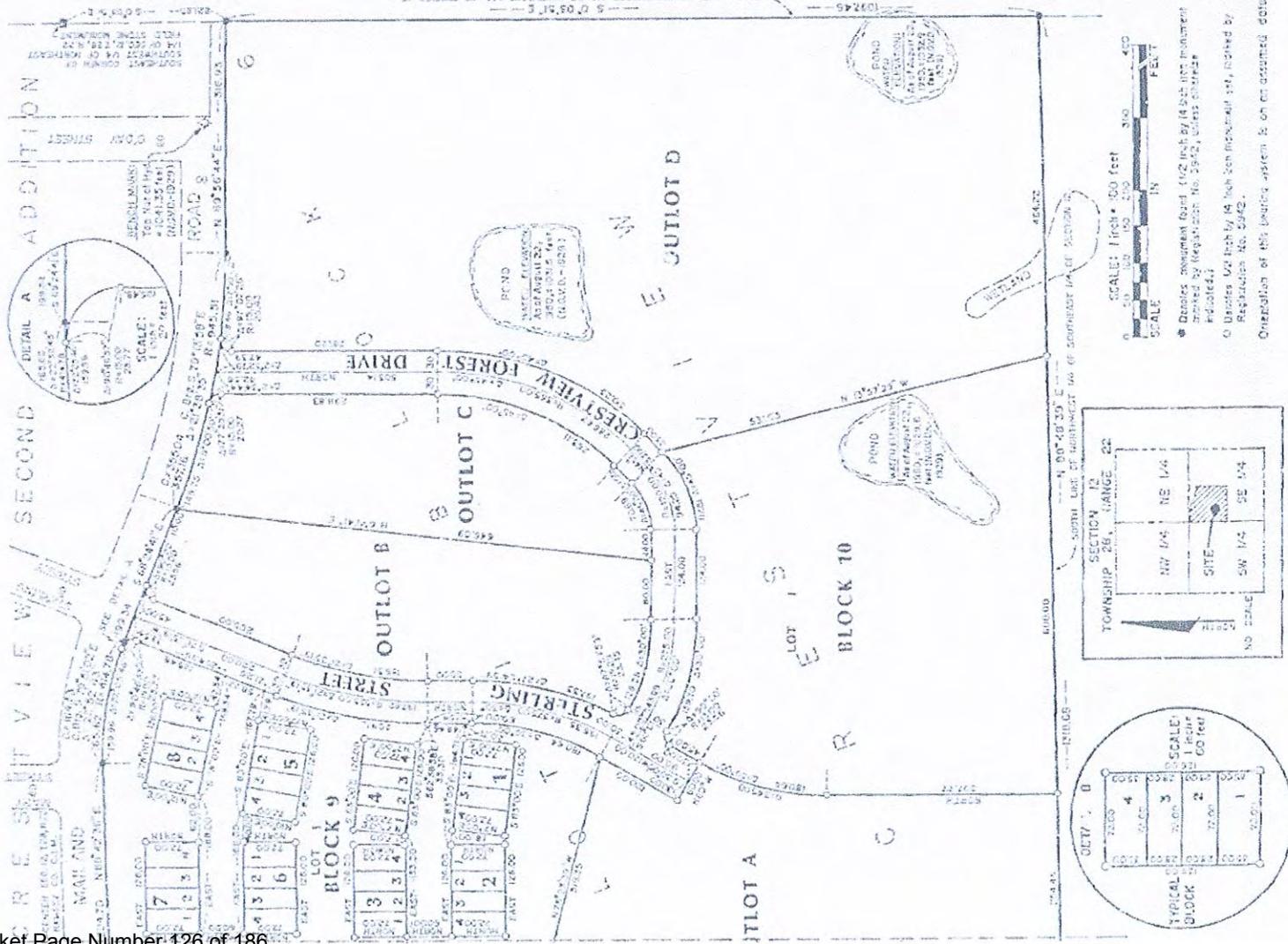
40 dollar and ten cent and transfer entered this 20th day of DECEMBER, 1982.

Don McKenna
Don McKenna, Registrar
Department of Property Taxation
Submitted to Chapter 7, Minnesota Laws of 1970, this plat has been approved this 20th day of DECEMBER, 1982.

John P. ...
John P. ...
Notary Public, Ramsey County, Minnesota

John P. ...
John P. ...
Notary Public, Ramsey County, Minnesota

H3 Attachment 3







City of Maplewood
Department of Public Works / Office of the City Engineer
1902 County Road B East, Maplewood, MN 55109
Phone: 651-249-2400

STATEMENT OF ASSESSMENT

City Project #15-11: Lakewood-Sterling Area Street Improvements
Assessment Public Hearing Date – March 14, 2016 at 7:00 p.m.

It is important that you read and fully understand your rights and obligations concerning this assessment as stated on the attached Notice Of Assessment Hearing.

The final assessment for **Parcel Identification Number (PIN) Not Available** is as follows:

TOTAL ASSESSMENT for this parcel is \$36,744.57

Written objections to this assessment will be accepted by the City Clerk until the close of the assessment hearing. Absolutely no objections (oral or in writing) to any part of this assessment statement will be accepted by the City Clerk or the Maplewood City Council after the close of the assessment hearing.

ASSESSMENT HEARING DATE: March 14, 2016

Payment Options:

- **Full or partial** (25% minimum) payment will be accepted from March 15, 2016 to November 15, 2016. Send payment with detached bottom portion to the City of Maplewood. No interest will be applied to payments received on or before April 13, 2016.
- Certify to property taxes for payment of assessment and interest over 8 years. This option requires **no action** by the property owner.

NOTE: No payments will be accepted by the city **after November 15, 2016** at which time all unpaid balances will be certified to Ramsey County for collection with **property taxes beginning in 2017**.
(Payment options and financing requirements are established by MN State Statute 429)

Detach here and remit with payment if choosing to make a full or partial payment.

City project #15-11: Lakewood-Sterling Area Street Improvements

Property Owner of Record:
Crestview Forest Recreation Association
C/O Tom Brudvig
534 Deer Ridge Lane S
Maplewood MN 55119

This is the **ONLY**
statement you
will receive

Property Tax Legal Description

PROPERTY ADDRESS : 610 Crestview Forest Dr PIN: Not Available
Lot 1, Block 10, CRESTVIEW FOREST, according to the recorded plat thereof, Ramsey County, Minnesota

TOTAL ASSESSMENT AS LEVIED: \$36,744.57

If after April 13, 2016, call 651-249-2400 for interest amount: _____

RESOLUTION
ADOPTING ASSESSMENT ROLL

WHEREAS, pursuant to resolution passed by the City Council on February 22, 2016, calling for a Public Hearing, the assessment roll for the Lakewood-Sterling Street Improvements, City Project 15-11 was presented in a Public Hearing, pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the following property owners have filed objections to their assessments according to the requirements of Minnesota Statutes, Chapter 429, summarized as follows:

- a. Parcel 24-28-22-12-0006 – Patricia J. Paczkowski, 1240 Sterling Street S. It is currently proposed that the property be assessed for 4 units at a rate of \$3,450 per unit. Patricia J. Paczkowski is requesting an undeveloped property deferral.
- b. Parcel 13-28-22-43-0022 – Kenneth Perry, President, St. Paul Educational Foundation, 1210 Sterling Street South, It is currently proposed that the property be assessed for 325 feet of front footage. Kenneth Perry, on behalf of St. Paul Educational Foundation, is objecting to the assessment on the basis that the assessment will create a financial hardship and is requesting a revision to the assessment amount.
- c. Parcel N.A. – Tom Brudvig, President, Crestview Forest Townhomes Rec. Board, 610 Crestview Forest Drive is located at the southeast corner of Sterling Street and Crestview Forest Drive. It is currently proposed that the property be assessed for 532.53 feet of front footage. Tom Brudvig, on behalf of the Crestview Forest Townhomes Rec. Board, is objecting to the assessment and is requesting a revision to the method of assessment and an undeveloped property deferral.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. That the City Engineer and City Clerk are hereby instructed to review the objections received and report to the City Council at the regular meeting on March 28, 2016, as to their recommendations for adjustments.
3. The assessment roll for the Lakewood-Sterling Street Improvements as amended, without those property owners' assessments that have filed objections, a copy of which is attached hereto and made a part hereof, is hereby adopted. Said assessment roll shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
4. Such assessments shall be payable in equal annual installments extending over a period of and 8 years for all properties, the first installments to be payable on or before the first Monday in January 2017 and shall bear interest at the rate of 3.75 percent per annum

from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2016. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

5. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, but no later than November 15, 2016, pay the whole of the assessment on such property, with interest accrued to the date of the payment, to the city clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and they may, at any time after November 15, 2016, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
6. The City Engineer and City Clerk shall forthwith after November 15, 2016, but no later than November 16, 2016, transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over the same manner as other municipal taxes.

Approved this 14th day of March 2016.

RESOLUTION
RECEIVING BIDS AND AWARDING CONSTRUCTION CONTRACT

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that that the bid of Midwest Asphalt in the amount of \$972,143.60 is the lowest responsible bid for the construction of Lakewood-Sterling Street Improvements, and the Mayor and the City Manager are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the City.

The Finance Director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project as previously approved by the City Council.

Approved this 14th day of March 2016.

City of Maplewood Sign-Up Sheet

By putting your name and address on this sheet, you are requesting to address the City Council on the following topic for up to three minutes.

Public Hearing: H3 – Lakewood-Sterling Street Improvements, Project 15-11

a. Assessment Hearing, 7:00 p.m.

b. Resolution Adopting Assessment Roll

c. Resolution Receiving Bids and Awarding Construction Contract

Date: March 14, 2016 Time: 7:00 PM

Name - First & Last

(please print clearly)

Address

1.

Tom Brudvig

571 Deer Ridge Ln S

2.

3.

4.

5.

6.

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14.

15.

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MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, Director Citizen Services
DATE: March 8, 2016
SUBJECT: Consider Approval of Penalties for Alcohol Compliance Failures

Introduction

Alcohol compliance failures from 2014 and 2015 were brought to Council for the assessment of penalties during the February 08, 2016 meeting; however, representatives from a number of establishments were unable to be present at this meeting. For this reason, assessment of fines for these establishments was postponed to the March 14, 2016 Council meeting. In all instances, an employee failed the compliance check by selling alcohol to an underage buyer, and was issued a criminal complaint for the offense, which has been or will be prosecuted.

The establishments have been notified of the proposed civil penalty against them, and were encouraged to attend the March 14, 2016 council meeting.

Background

Alcohol compliance checks have been regularly conducted since 2000. In the past, Council has opted not to establish strict guidelines for penalties, on the basis that some compliance failures are more egregious than others, and therefore may warrant stricter penalties. In addition, as part of an incentive program implemented by Council in 2005 pertaining to assessing penalties, a business' violation will be removed from its record if the business remains violation free for five (5) consecutive years following a failure.

While the City does not have specified fines for alcohol compliance failures, past practice has been to adhere to the following guidelines for imposing penalties: \$500 for the first offense, \$1,000 for the second offense, \$2000 for the third offense. In addition, and depending on the nature of the failure, suspension or possible revocation of the license may be also imposed.

Attached is a statistical list of the remaining licensed alcohol establishments that incurred compliance failures in 2015. In line with past practices, penalties have been proposed for each.

Recommendation

Staff recommends Council consider the proposed penalties, attached.

Attachments

1. List of remaining licensed alcohol establishments that incurred compliance failures in 2015

BUSINESS NAME - ADDRESS	COMPLIANCE FAILURE	COMPLIANCE DATE	STATUS	STAFF RECOMMENDED FINE	COUNCIL APPROVED FINE/ACTION
<u>CUB FOODS #30244 - 100 COUNTY ROAD B W</u>	ALCOHOL	12/17/2015	IN PROGRESS	PROPOSED \$500 FINE	
<u>MGM LIQUOR WAREHOUSE - 2950 WHITE BEAR AVE</u>	ALCOHOL	12/17/2015	IN PROGRESS	PROPOSED \$2,000 FINE	
	ALCOHOL	11/29/2011	COMPLETED		07/09/2012 - APPROVED \$2,000 FINE
	ALCOHOL	06/01/2010	COMPLETED		01/10/2011 - APPROVED \$1,000 FINE
	ALCOHOL	12/14/2009	COMPLETED		04/12/2010 - APPROVED \$500 FINE
	TOBACCO	11/26/2008	COMPLETED		04/12/2010 - APPROVED \$250 FINE
<u>OSAKA SUSHI & HIBACHI - 1900 COUNTY ROAD D E</u>	ALCOHOL	12/17/2015	IN PROGRESS	PROPOSED \$500 FINE	
<u>SARRACK'S INT'L WINE & SPIRITS - 2305 STILLWATER</u>	ALCOHOL	12/30/2015	IN PROGRESS	PROPOSED \$2,000 FINE	
	ALCOHOL	03/05/2011	COMPLETED		02/13/2012 - APPROVED \$2,000 FINE AND A 3-DAY SUSPENSION OF LICENSE
	ALCOHOL	12/20/2010	COMPLETED		04/25/2011 - APPROVED \$2,000 FINE
	ALCOHOL	11/13/2009	COMPLETED		03/22/2010 - APPROVED \$1,000 FINE
	ALCOHOL	10/10/2006	COMPLETED		10/27/2008 - APPROVED \$500 FINE

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, City Clerk
DATE: February 25, 2016
SUBJECT: Consider Approval of an On-Sale Wine and 3.2% Malt Liquor License for Indian Masala Restaurant, 27 Century Ave N

Introduction

An application for an On-Sale Wine and 3.2% Malt Liquor license was submitted by Ashokachakaravarthi Rajamoorthy, owner and manager of Indian Restaurant MN – Indian Masala, located at 37 Century Ave N. In addition, Mr. Rajamoorthy has also applied for a supplementary Sunday Sales license and, in accordance with City Code of Ordinances Sec. 6-227, intends to maintain at least 60% in food sales that allows the sale of strong beer without an additional license.

Background

For the purposes of these license applications, a background investigation was conducted Mr. Rajamoorthy. Nothing has been identified that would prohibit the issuance of this licenses.

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

Budget Impact

None

Recommendation

It is recommended that the Council approve an On-Sale Wine and 3.2% Malt Liquor license for Indian Masala Restaurant, 27 Century Ave N

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, City Clerk
DATE: March 8, 2016
SUBJECT: Approval of an On-Sale Intoxicating Liquor License for Tokyo Sushi All You Can Eat, 1935 Beam Ave

Introduction

An application for an On-Sale Intoxicating liquor license was submitted by Yan Chen, manager of Tokyo Sushi All You Can Eat, to be located at 1935 Beam Ave, Ste #103.

Background

For the purposes of this license applications, a background investigation was conducted Ms. Chen. Nothing has been indentified that would prohibit the issuance of this licenses.

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

Budget Impact

None

Recommendation

It is recommended that the Council approve an On-Sale Intoxicating Liquor license for Tokyo Sushi All You Can Eat, 1935 Beam Ave, contingent upon satisfactory results of building, fire, health inspections.

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, Director Citizen Services
DATE: February 25, 2016
SUBJECT: Consideration of Revisions to City Code Changing from Odd to Even Year Elections

Introduction

This report contains the background and necessary steps in order for the City to move municipal elections to even-numbered years to be held concurrently with State and Federal elections.

Background

Legislative History:

In order for the City to move elections to the even-numbered years there are steps required to be taken as outlined in Minnesota Statutes §205.07 (Attachment 1).

As a Statutory Plan B City, the City of Maplewood may choose whether to hold municipal elections in an odd or even year cycle. At the February 22, 2016 City Council meeting, council directed staff to report on the steps needed in order to make the change, in addition to information on the financial impact.

Staff has also addressed how the change would be communicated to residents and other pertinent information that may assist the council moving forward.

The procedure for changing municipal elections to even-numbered years is outlined as follows:

1. The City Council would direct staff to proceed with drafting an Ordinance to change Article 2 Section 2-36 Terms of Office; Biennial Election in Odd-Numbered Years of the Maplewood City Code.
2. Upon approval the ordinance would be published in the legal newspaper; the ordinance will not take effect until 240 days after publication.
3. Within 180 days of passage and publication of the ordinance a petition requesting a referendum on the ordinance may be filed with the city clerk. The petition must be signed by a number of Maplewood eligible voters equal to at least ten percent of the total votes cast in the *last municipal general election*. The petition is then sent to Ramsey County Elections to be vetted for eligibility.
 - a. Should such an eligible petition be submitted the new ordinance would not become effective until it has been placed on the ballot and been approved by a majority of voters voting on the question at a general or special election held at least 60 days after

the petition's submission. (There were 6,036 voters in the last municipal election, so 636 eligible voters would need to sign the petition in order for the issue to be placed on the ballot as a referendum question.)

- b. Should no such petition be submitted, the ordinance would become effective 240 days after its publication.
- c. M.S. §2015.10 Subd. 3 may also come into play as it dictates that no special election may take place within 56 days of a State General Election.

Due to Statute §205.07 Subd. 3 requiring that an ordinance changing from odd to even years becoming effective 240 days after passage, there is not adequate time for this issue to be considered at the 2016 General Election.

Following are scenarios for consideration if an ordinance changing from odd to even year elections is approved to go into effect for 2017:

- If an eligible petition is filed, the council would call a Special Election to see if the referendum changing from odd to even years passes.
- If the referendum passes the ordinance goes into effect and the next municipal election would be held in 2018.
- If the referendum fails the 2017 odd year municipal election will be conducted.
- If an eligible petition is filed, the council may reconsider its action adopting the ordinance and conduct the 2017 odd year municipal election.
- If no petition is filed the ordinance will go into effect after the adoption and 240 days after publication and the next municipal election will be held in 2018.

Councilmember Terms

There are provisions in Statute § 205.07 directing that the governing body may adopt supplementary ordinances shortening or lengthening the terms of incumbents and those elected at the initial election.

If the City Council chooses not to address this issue State Statutes dictate, Councilmember terms expiring in an odd-numbered year be automatically extend one year until the date of the next (even-numbered year) election.

Financial Impact

Following are actual costs of the elections over the previous ten years. Also included is the percentage of registered voter turnout. If an eligible petition is filed and a special election is held staff estimates that the cost to conduct the election would be approximately \$15,000. The estimate is based on not conducting election judge training since we will have already conducted training for the 2016 Federal and State election. Also, it is anticipated that there will be a low voter turnout so staffing levels at the precincts will be minimal.

Year	Election	Percent Turn Out	Annual Cost
2006	State General Election	65%	\$66,210
2007	Municipal General Election	29%	\$53,570
2008	State and Federal General Election	78.6%	\$79,450
2009	Municipal Election	27%	\$68,170
2010	State General Election	60.40 %	\$66,390
2011	Municipal Election	27%	\$57,870
2012	State and Federal Election	85.3%	\$80,470
2013	Municipal Election	24%	\$65,100
2014	State Election	60 %	\$62,720
2015	Municipal Election	26.6%	\$47,330*

*The 2015 budget for elections was estimated at \$67,750 due to the approval of the Joint Powers Agreement (JPA) with Ramsey County for the purchase of the new voting systems. As you are aware, the equipment was not purchased until February of 2016. Since 2015 was the last year using the current equipment minimal election judge training was conducted. This explains the decrease in the actual cost for the 2015 election.

The administrative cost of elections is increasing. This is due to legislative changes to absentee voting where voters now do not have to have a reason to vote by absentee. Additionally, State law dictates that all duties relating to absentee voting, which had been previously administered in the precincts now be done by, in this case Maplewood elections staff.

Communication Plan

If elections are changed to even-numbered years, staff would organize a communication plan to get the word out to our residents. The plan for communication would include the following:

- Social media posts would be sent after the change was approved by the City Council and again when key deadlines were close (i.e. candidate filing, absentee ballot voting period, the Primary, election day, etc.)
- Press releases sent to local media explaining the change, timelines, and deadlines both after the change was passed by the City Council and after the petition period had ended
- City Website would be updated and the election page would include detailed information on the change, timelines, etc.
- City Newsletter would include articles discussing the change
- Informational posters posted in City Hall
- Postcards mailed to City of Maplewood registered voters
- A frequent replayed segment on Spotlight on Maplewood

Following is a Timeline of Possible Dates of Action if the Ordinance is Approved:

March 14	Agenda report to council
March 28	First reading of the ordinance
April 11	Second reading of the ordinance
April 20	Publication and start of 240 days and 180 days for petition to be filed
October 18	Deadline for petition to be filed
December 16	240 th day. If petition is not filed ordinance is in effect
January 4	First possible day of special election if petition is filed (56 days after a State election)

This and That:

The following Ramsey County cities vote in even years:

Arden Hills
 Blaine
 Little Canada
 Gem Lake
 Lauderdale
 Mounds View
 North Oaks
 North St. Paul
 Roseville
 Shoreview
 Spring Lake Park
 Vadnais Heights
 White Bear Township

The following Ramsey County cities vote in odd years:

Falcon Heights
 Maplewood
 St. Anthony
 St. Paul
 White Bear Lake

The New Brighton City Council passed an ordinance at their November 10, 2015 city council meeting and is currently undergoing the process of moving from odd to even year elections.

Our largest school district (ISD 622) votes in even years. ISD 623 and 624 still vote in odd years and the City of Maplewood is obligated to continue to conduct their elections in the precincts that are in Maplewood (see below). However, if the City of Maplewood goes to even year elections we would be able to do a 100% bill back to the districts for our costs and virtually eliminate conservatively \$65,000 every other year in the Elections Division budget.

ISD 623

Precinct 1	982 Registered voters
Precinct 2	1454 Registered voters
Precinct 3	1198 Registered voters

ISD 624

Precinct 8	204 Registered voters
------------	-----------------------

Recommendation

Direct staff to proceed with drafting changes to Article 2 Section 2-36 Terms of Office; Biennial Election in Odd-Numbered Years of the Maplewood City Code.

Attachments:

1. MN §205.07 - CITY GENERAL ELECTION

205.07 MS 1957 [Repealed, 1959 c 675 art 13 s 1]

205.07 CITY GENERAL ELECTION.

Subdivision 1. **Date of election.** The municipal general election in each city shall be held on the first Tuesday after the first Monday in November in every even-numbered year. Notwithstanding any provision of law to the contrary and subject to the provisions of this section, the governing body of a city may, by ordinance passed at a regular meeting held before June 1 of any year, elect to hold the election on the first Tuesday after the first Monday in November in each odd-numbered year. A city may hold elections in either the even-numbered year or the odd-numbered year, but not both. When a city changes its elections from one year to another, and does not provide for the expiration of terms by ordinance, the term of an incumbent expiring at a time when no municipal election is held in the months immediately prior to expiration is extended until the date for taking office following the next scheduled municipal election. If the change results in having three council members to be elected at a succeeding election, the two individuals receiving the highest vote shall serve for terms of four years and the individual receiving the third highest number of votes shall serve for a term of two years. To provide an orderly transition to the odd or even year election plan, the governing body of the city may adopt supplementary ordinances regulating initial elections and officers to be chosen at the elections and shortening or lengthening the terms of incumbents and those elected at the initial election. The term of office for the mayor may be either two or four years. The term of office of council members is four years. Whenever the time of the municipal election is changed, the city clerk immediately shall notify in writing the county auditor and secretary of state of the change of date. Thereafter the municipal general election shall be held on the first Tuesday after the first Monday in November in each odd-numbered or even-numbered year until the ordinance is revoked and notification of the change is made. A municipal general election scheduled to be held in an odd-numbered year may be postponed for inclement weather as provided in section 205.105.

Subd. 1a. **City council members; expiration of terms.** The terms of all city council members of charter cities expire on the first Monday in January of the year in which they expire. All officers of charter cities chosen and qualified shall hold office until their successors qualify.

Subd. 2. [Repealed, 1976 c 44 s 70]

Subd. 3. **Effect of ordinance; referendum.** An ordinance changing the year of the municipal election is effective 240 days after passage and publication or at a later date fixed in the ordinance. Within 180 days after passage and publication of the ordinance, a petition requesting a referendum on the ordinance may be filed with the city clerk. The petition shall be signed by eligible voters equal in number to ten percent of the total number of votes cast in the city at the last municipal general election. If the requisite petition is filed within the prescribed period, the ordinance shall not become effective until it is approved by a majority of the voters voting on the question at a general or special election held at least 60 days after submission of the petition. If the petition is filed, the governing body may reconsider its action in adopting the ordinance.

History: 1959 c 675 art 6 s 7; 1973 c 123 art 3 s 4; 1974 c 337 s 3; 1976 c 44 s 5; 1981 c 29 art 7 s 38; 1983 c 62 s 3; 1986 c 444; 1991 c 227 s 19,20; 1994 c 646 s 6; 1995 c 8 s 5; 2010 c 201 s 58,59; 2014 c 264 s 22

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Shann Finwall, AICP, Environmental Planner

DATE: March 7, 2016

SUBJECT: Consider Approval of a Resolution Authorizing the Vacation of a Public Utility and Drainage Easement, 2115 Lydia Avenue (Requires Four Votes)

Introduction

In December 2015 Scott Mogren, previous owner of 2115 Lydia Avenue, had a title search prepared for the sale of his property. The title search reflected that the existing single family house was constructed five feet within a ten-foot-wide utility and drainage easement on the east side of the property. In order to clear the title, the City must vacate five feet of the encumbered portion of the easement. Refer to site plan and certificate of survey attached (Attachments 1 and 2).

Request

Vacate a portion of the utility and drainage easement located at 2115 Lydia Avenue.

Findings for Approval

To vacate an easement, the City Council must find that it is in the public interest. Vacations require a four-fifths vote from the City Council to approve.

Discussion

In December 2015 Mr. Mogren requested that the Maplewood Engineering Department research the easement encroachment prior to the sale of his property at 2115 Lydia Avenue. The Engineering Department determined that there is no public need for the five feet of encumbered easement. Michael Thompson, Public Works Director, submitted the attached letter to Mr. Mogren's title company explaining that the City intends to vacate the easement (Attachment 3). The letter was required by the title company in order to close on the property in December. Mr. Mogren was also required to submit an escrow to the title company to ensure the vacation of the easement was complete.

Budget Impact

None.

Commission Review

The Planning Commission held a public hearing for the vacation of a public utility and drainage easement at 2115 Lydia Avenue on February 23, 2016. The Planning Commission recommended approval of the vacation.

Recommendation

Approve the attached resolution vacating five feet of the ten-foot-wide utility and drainage easement located on the east side of the property at 2115 Lydia Avenue (Attachment 4). The easement is being vacated since:

1. It is in the public interest.
2. There are no utilities located in the easement and it is not being utilized.

Reference Information

Site Description

Site size: .18 acres
Existing land use: Single Family House

Surrounding Land Uses

North: Townhomes
South: Single Family Homes
West: Single Family Homes
East: Single Family Homes

Planning

Land Use Plan designation: Medium Density Residential
Zoning: Double Dwelling Residential

Application Date

The application for this request was considered complete on January 7, 2016. State law requires that the city decide on these applications within 60 days, or if that timeline cannot be met the City must extend the application in writing an additional 60 days. The 60-day deadline for City Council action is March 7, 2016. However, since the Planning Commission meeting was rescheduled due to inclement weather, City Council review of the proposal has been delayed until March 14, 2016. The City submitted a letter extending the deadline an additional 60 days, until May 6, 2016.

Attachments

1. Site Plan
2. Certificate of Survey
3. Michael Thompson, Public Works Director, December 29, 2015, Letter
4. Vacation Resolution



2115 Lydia Avenue



NAD_1983_HARN_Adj_MN_Ramsey_Feet
 © Ramsey County Enterprise GIS Division

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- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- Airports

Notes
 Enter Map Description

LAND SURVEYING LAND PLANNING
1815 NORTHWESTERN AVENUE
STILLWATER, MN, 55082 (612) 438-8833

CERTIFICATE of SURVEY

I HEREBY CERTIFY THAT THIS DRAWING IS A CORRECT REPRESENTATION OF THIS SURVEY AND ALL MONUMENTS HAVE BEEN PLACED IN THE GROUND AS SHOWN. THIS SURVEY OR PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Bruce A. Folz 1-5-90
BRUCE A. FOLZ MINN. REG. NO: 9232 DATE

Survey For
JERRY MOGREN
2855 FREDRICK STREET
MAPLEWOOD, MN 55109

LAND DESCRIPTION: LOT 13, BLOCK 1, LYNNWOOD TERRACE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, RAMSEY COUNTY, MINNESOTA.

○ DENOTES 1/2 INCH IRON PIPE MONUMENT SET AND MARKED WITH A PLASTIC CAP INSCRIBED "R.L.S. 9232" UNLESS SHOWN OTHERWISE. MONUMENTS SHOWN WERE SET AT THE TIME OF THE RECORDING OF THE ORIGINAL PLAT OF LYNNWOOD TERRACE, OCTOBER 27, 1987.

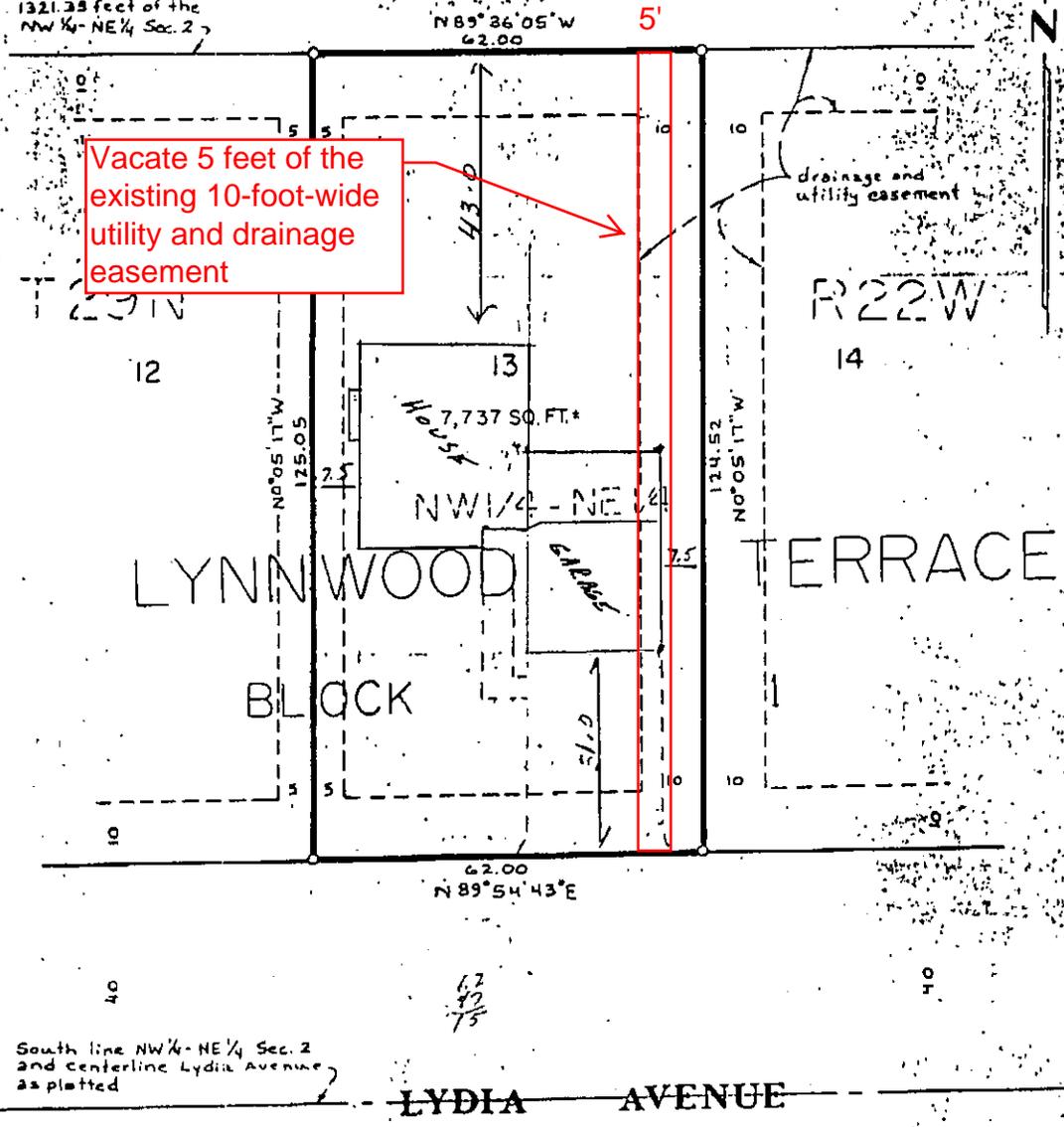
DISTANCES SHOWN TO FEET (10, 30, ETC.) ARE EXACT EXTRINSIC VALUES.

BEARINGS ARE ON AN ASSUMED SYSTEM

SCALE
1 inch = 20 feet

SEC 2

South line of the North
1321.35 feet of the
NW 1/4 - NE 1/4 Sec. 2



Vacate 5 feet of the existing 10-foot-wide utility and drainage easement

South line NW 1/4 - NE 1/4 Sec. 2 and centerline Lydia Avenue as platted

LYDIA AVENUE

26389



December 29, 2015

Mr. Randolph W. Johnson
Attorney at Law
Lead Examiner
Liberty Title, Inc.
763-450-9456

RE: 2115 Lydia Avenue, Maplewood, Minnesota
10' Drainage and Utility Easement

Dear Mr. Johnson:

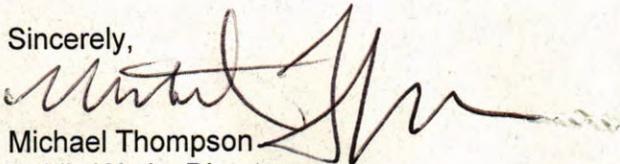
It has come to the attention of the City that an encroachment exists within approximately 5' of a 10' drainage and utility easement adjacent to 2115 Lydia Avenue.

It is the intent of the City to move forward the vacation of the 5' encumbered portion of said drainage and utility easement to the City Council for final action. If in the interim, grading or storm sewer work is needed, the City will not require the home owner to remove the existing structure in order to achieve this.

Please note that the City does have a fee schedule for the easement vacation process, however given the unique circumstances all fees are officially waived since it is the responsibility of the City to follow through with an earlier commitment to vacate said easement.

Please contact Randy Lindblom in our office with any additional questions at 651-249-2410.

Sincerely,



Michael Thompson
Public Works Director

Attachments

C: 2115 Lydia Ave House File
Nick Carver, EEDD Director
Randy Lindblom, Sr. Engineering Tech.

EASEMENT VACATION RESOLUTION

WHEREAS, the City of Maplewood is requesting the vacation of five feet of the ten-foot-wide utility and drainage easement located on the east side of the property at 2115 Lydia Avenue. The property's legal description is:

Lot 13, Block 1, Lynnwood Terrace

WHEREAS, on February 23, 2016, the Planning Commission held a public hearing. The city staff published a notice in the Maplewood Review and sent a notice to the abutting property owner. The Planning Commission gave everyone at the hearing a chance to speak and present written statements. The Planning Commission also considered reports and recommendations from the city staff. The Planning Commission recommended that the City Council approve this request.

WHEREAS, on March 14, 2016, the City Council reviewed this request after considering the recommendations of staff and the Planning Commission.

WHEREAS, after the City Council approves this vacation, the public interest in the property will go to the property at 2115 Lydia Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the above-described vacation because:

1. It is in the public interest.
2. There are no utilities located in the easement and it is not being utilized.

The Maplewood City Council approved this resolution on March 14, 2016.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Shann Finwall, AICP, Environmental Planner

DATE: March 8, 2016

SUBJECT: Consider Approval of a Resolution Authorizing a Wetland Buffer Variance, 2214 Woodlynn Avenue

Introduction

Ryan and Sarah Buhl are proposing to construct a new single family house on a vacant lot located at 2214 Woodlynn Avenue East. There is a Manage C wetland located on the lot. The City's wetland ordinance requires a 50-foot wetland buffer be maintained around a Manage C wetland. There is no building, grading, or mowing allowed within the wetland buffer.

The applicants' single family house is proposed to be constructed within 36 feet of the wetland edge, with grading to within 20 feet of the wetland. In order to construct the single family house as proposed, the applicants must receive approval of a 30-foot wetland buffer variance from the City Council. Refer to the applicants' letter and plans attached (Attachments 1 through 6).

Background

In 2001 the City of Maplewood approved a lot division to create two lots with frontage on Woodlynn Avenue. The lot division deeds were not recorded with the County within one year of the City's approval. Thus the lot division was not complete.

In 2013 the City of Maplewood approved a lot division to create two lots with frontage on Woodlynn Avenue.

In July 2014 the applicants purchased one of the vacant lots at 2214 Woodlynn Avenue East.

In December 2015 the applicants submitted a building permit for the construction of a single family house at 2214 Woodlynn Avenue East. The survey submitted with the building permit reflected that the house would be constructed within 36 feet of the wetland and that grading for the house would take place within 20 feet of the wetland. The City notified the applicants that the house plans had to be modified to ensure no impacts to the wetland buffer, or the applicants must obtain approval of a wetland buffer variance from the City Council. The applicants have chosen to apply for a wetland buffer variance to construct the single family house as proposed.

Discussion**State Law**

State law requires that variances shall only be permitted when they are found to be:

1. In harmony with the general purposes and intent of the official control;
2. Consistent with the comprehensive plan;

3. When there are practical difficulties in complying with the official control. "Practical difficulties" means that the property owner proposes to use the property in a reasonable manner not permitted by an official control. The plight of the landowner is due to circumstances unique to the property not created by the landowner and the variance, if granted, will not alter the essential character of the locality.

City staff finds that the construction of a single family house on the vacant lot at 2214 Woodlynn Avenue East is in harmony with the City's zoning code and comprehensive plan. The location of a Manage C wetland on the vacant lot creates a unique circumstance which was not created by the landowner. The proposed wetland buffer variance will not alter the character of the neighborhood.

Watershed District Review

The Ramsey-Washington Metro Watershed District requires a 25 foot average buffer, and a 12.5 foot minimum buffer around a Manage C wetland. Maplewood's wetland ordinance is more restrictive with a 50 foot buffer required around Manage C wetlands.

Paige Ahlborg, Watershed Project Manager with the Ramsey-Washington Metro Watershed District, reviewed the proposal and states that a watershed district permit is not required for a single family house, but she does point out that this proposal would be in compliance with their buffer requirements.

Ms. Ahlborg encourages restoration of the remaining wetland buffer and has offered technical assistance to help draft the restoration plan. Plant material and labor costs for the wetland buffer restoration project do not qualify for the watershed district's cost share grant due to the fact that it is a condition of approval of a wetland buffer variance.

Maplewood Wetland Ordinance

The City's wetland ordinance states that the City may require that the applicant mitigate impacts to a wetland when approving a variance. Mitigation can include:

1. Reducing or avoiding the impact by limiting the degree or amount of the action, such as by using appropriate technology.
2. Rectifying the impact by repairing, rehabilitating, or restoring the buffer.
3. Reducing or eliminating the impact over time by prevention and maintenance operations during the life of the actions.
4. Compensating for the impact by replacing, enhancing, or providing substitute buffer land at a two-to-one ratio.
5. Monitoring the impact and taking appropriate corrective measures.
6. Where the city requires restoration or replacement of a buffer, the owner or contractor shall replant the buffer with native vegetation. A restoration plan must be approved by the City before planting.
7. Any additional conditions required by the applicable watershed district and/or the soil and water conservation district shall apply.

8. A wetland or buffer mitigation surety, such as a cash deposit or letter of credit, of 150% of estimated cost for mitigation. The surety will be required based on the size of the project as deemed necessary by the administrator. Funds will be held by the city until successful completion of restoration as determined by the city after a final inspection. Wetland or buffer mitigation surety does not include other sureties required pursuant to any other provision of city ordinance or city directive.

Engineering Comments

Jon Jarosch, PE, engineer with the City of Maplewood, submitted an Engineering Plan Report for the proposed single family house (Attachment 7). Mr. Jarosch states that the additional drainage generated by developing the site can be routed to minimize the potential for negative impacts to surrounding areas. The Engineering Department will ensure this through the grading permit process and conditions outlined in the report.

Neighborhood Comments

The City of Maplewood mailed notices to property owners within 500 feet of the property, requesting feedback on the proposed wetland buffer variance. The City received 11 responses (Attachment 8).

Mitigation Strategies

Based on the findings above, staff recommends approval of the variance with mitigation strategies as outlined below:

1. House Location: City code requires that a single family house maintain a 30-foot front yard setback, or the predominant setback of the existing houses on the same street. The predominant setback along Woodlynn Avenue East is 30 feet. The City can approve a reduced front yard setback as long as the setback: a) would not adversely affect the drainage of surrounding properties; b) would not affect the privacy of adjacent homes; c) would save significant natural features; d) is necessary to meet city, state, or federal regulations, such as pipeline setback or noise regulations; or e) is necessary for energy saving, health or safety reasons.

The original survey submitted with the building permit showed the single family house with a 30-foot front yard setback as measured from the foundation of the front porch, and a 34-foot front yard setback as measured from the foundation of the house. To reduce the impacts to the wetland (natural feature), staff recommends the applicants shift the house at least four feet to the north, toward the road. The house will then maintain a 26-foot front yard setback to the foundation of the porch, and a 30-foot front yard setback to the foundation of the house. The applicants have submitted a revised survey which shows the house shifted four feet toward the north property line (Attachment 9).

2. Retaining Wall: To reduce the impacts to the wetland, staff recommends the applicants construct a retaining wall 8 to 10 feet away from the south side of the house, adjacent the wetland. The retaining wall will help create a flat lawn area and reduce the amount of grading and impacts to the wetland. The applicants have submitted a revised survey which shows a retaining wall constructed 10 feet away from the south side of the house, adjacent the wetland (Attachment 9).

3. Wetland Buffer Restoration: To improve the remaining wetland buffer, staff recommends the applicants restore the buffer to native plants.

Commission Review

The Environmental and Natural Resources Commission reviewed and recommended approval of the wetland variance on January 27, 2016 (Attachment 10). The Planning Commission held a public hearing and recommended approval of the wetland variance on February 23, 2016 (Attachment 11).

Recommendation

Approve the attached resolution authorizing a wetland buffer variance for 2214 Woodlynn Avenue East (Attachment 12). Approval is based on the following reasons:

1. Strict enforcement of the ordinance would cause the applicant practical difficulties because complying with the wetland buffer requirement stipulated by the ordinance would prohibit the building of any permanent structures, substantially diminishing the potential of this lot.
2. Approval of the wetland buffer variance will include the restoration of the remaining wetland buffer, which will improve the water quality of the wetland.
3. Approval would meet the spirit and intent of the ordinance with the construction of a new single family house on a vacant lot that is zoned and guided in the City's comprehensive plan as residential.

Approval of the wetland buffer variance shall be subject to the following:

1. Conditions outlined in Jon Jarosch's January 25, 2016, Engineering Plan Review.
2. Prior to issuance of a grading permit for the new single family house the applicants must submit:
 - a. A tree plan which shows the location, size, and species of all significant trees located on the lot, and the trees that will be removed with the construction of the new single family house. Removal of significant trees with the construction of the single family house must comply with the City's tree preservation ordinance and tree replacement requirements.
 - b. A revised survey which shows the house shifted four feet to the north, toward the road. This will decrease the impacts to the wetland.
 - c. A revised grading plan which shows the location of a retaining wall to be constructed approximately 8 to 10 feet from the south side of the house, adjacent the wetland. This will create a flat yard area and reduce the amount of grading and impacts to the wetland.
 - d. A revised survey which shows the location of the proposed deck on the first floor. The deck footings must not encroach past the proposed retaining wall located in the back yard. This will ensure no additional impacts to the wetland.

- e. A wetland buffer restoration plan to be approved by City staff. This will improve the water quality of the wetland.
 - f. An escrow to cover up to 150 percent of the cost of the wetland buffer restoration.
3. Prior to release of the escrow, the wetland buffer plantings must be established.

Reference Information

Site Description

Site size: .18 acres
Existing land use: Single Family House

Surrounding Land Uses

North: Townhomes
South: Single Family Homes
West: Single Family Homes
East: Single Family Homes

Planning

Land Use Plan designation: Single Family Residential
Zoning: Single Family Residential

Application Date

The application for this request was considered complete on January 7, 2016. State law requires that the city decide on these applications within 60 days, or if that timeline cannot be met the City must extend the application in writing an additional 60 days. The 60-day deadline for City Council action is March 7, 2016. However, since the Planning Commission meeting was rescheduled due to inclement weather, City Council review of the proposal has been delayed until March 14, 2016. The City submitted a letter extending the deadline an additional 60 days, until May 6, 2016.

Attachments

1. Applicants' Letter Dated January 7, 2016
2. Site Plan
3. Wetland Map
4. Original Lot Split
5. New House Survey dated December 17, 2015
6. House Elevations
7. Engineering Plan Review
8. Neighborhood Comments
9. Revised House Survey dated February 1, 2016
10. Environmental and Natural Resources January 27, 2016, Minutes
11. Planning Commission February 23, 2016, Minutes
12. Variance Resolution

January 7, 2016

City of Maplewood and City Council,

My husband and I own the vacant property located at 2214 Woodlynn Ave E in Maplewood. We purchased the 0.52 acre lot in July of 2014 with the intent to build a single family home. At the time, we were not in a position to start building right away, but planned to start the building process after we had sold our townhome. During the process of purchasing the lot, we were notified of the presence of a wetland, but in talking with the city of Maplewood, we received documentation that made us believe that the future home would more than likely not encroach on the protected wetland area.

We recently sold our townhome and are currently renting a home nearby in White Bear Lake with our 18 month old daughter. We hope to start construction in the near future so that the house will be ready to move into when our lease is up in July.

Our builder, SW Wold Construction, recently submitted a building permit to the city to begin construction of our home. Upon submitting the permit, we were informed that the house does in fact encroach on the wetland buffer and in order to proceed with construction, we will require approval of a 30' variance. This is contrary to what we understood from earlier correspondence prior to purchasing the property.

The home that we would like to build is 2 stories with 3 bedrooms and an attached garage. We feel that it is a reasonably sized home for the neighborhood and the lot. We respectfully request approval of the variance so that we can begin construction. We are more than willing to work with the city and natural resources planner to plant natural vegetation to maintain and restore the buffer as much as possible once the house is complete. We also intend to keep all of the mature trees along the back of the property, which will not be affected by construction of the home.

Please grant our request for the buffer variance so that we are able to build the home that we will raise our family in. We vow to be respectful neighbors and will protect the integrity of the land and its' natural inhabitants.

Ryan, Sarah and Callie Buhl



2214 Woodlynn Avenue East



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- NWI Wetlands
 - Freshwater Emergent Wetland
 - Freshwater Forested/Shrub Wetland
 - Freshwater Pond
 - Lake
 - Riverine
- Airports

Notes

Enter Map Description

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

399.8 Feet

199.92

0

399.8

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

2214 Woodlynn Avenue Wetland Map



North ^

Blue = Manage C Wetland

SKETCH & DESCRIPTION For Lot Split

~prepared for~ John Lecy

PROPOSED LOT SPLIT DESCRIPTIONS

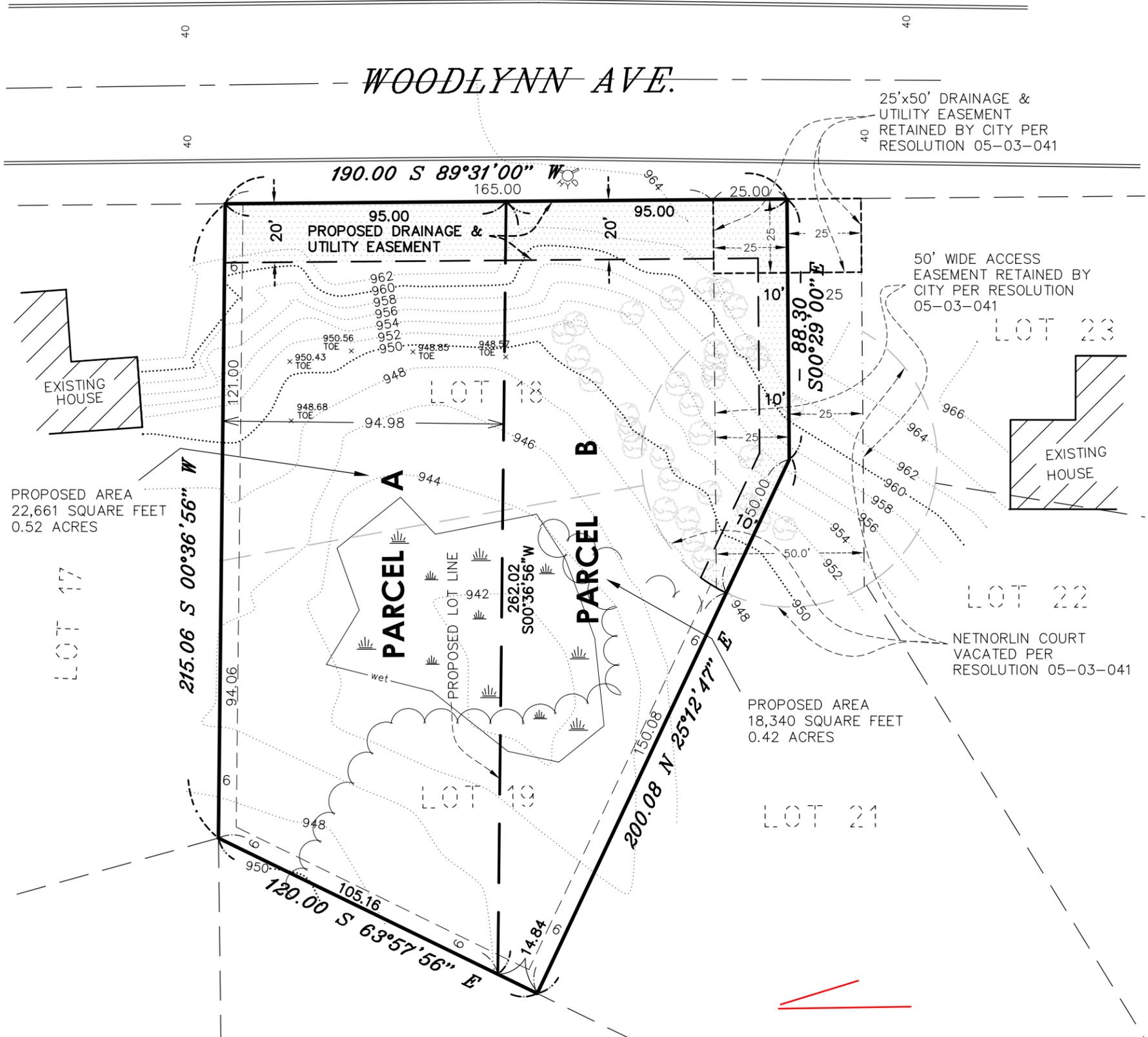
J6, Attachment 4

Parcel A:

The westerly 94.98 feet of Lots 18 and 19, as measured at right angles to the west line of said Lots 18 and 19, all in Block 1, NETNORLIN, Ramsey County, Minnesota.

Parcel B:

All that part of Lots 18 and 19, Block 1, NETNORLIN, Ramsey County, Minnesota, which lies Easterly of the Westerly 94.98 feet of said Lots 18 and 19 as measured at right angles to the West line of said Lots. Together with all that part of NETNORLIN COURT adjacent thereto which would accrue to said lots by virtue of the vacation of said NETNORLIN COURT.



PROPOSED AREA
22,661 SQUARE FEET
0.52 ACRES

PROPOSED AREA
18,340 SQUARE FEET
0.42 ACRES

Setback Requirements:

Front = 30 feet
Side House = 10 feet
Side Garage = 5 feet



PROPOSED DRAINAGE & UTILITY EASEMENTS:

PARCEL A:

The northerly 20 feet of the following described property:
The Westerly 94.98 feet of Lots 18 and 19, as measured at right angles to the West line of said Lots 18 and 19, all in Block 1, NETNORLIN, Ramsey County, Minnesota.

PARCEL B:

The northerly 20 feet of the entire following described property together with the easterly 10 feet of the following described property lying within that part of vacated Netnorlin Court:
All that part of Lots 18 and 19, Block 1, NETNORLIN, Ramsey County, Minnesota, which lies Easterly of the Westerly 94.98 feet of said Lots 18 and 19 as measured at right angles to the West line of said lots. Together with all that part of NETNORLIN COURT adjacent thereto which would accrue to said lots by virtue of the vacation of said NETNORLIN COURT.

Lot 18 & 19, NETNORLIN, Ramsey County, Minnesota.

Location: Maplewood, Minnesota

Scale 1" = 40'

Drawn By: DWO

Project Manager: DWO

Job No.: 13844LS

○ Denotes Iron Set

● Denotes Iron Found

Bearings shown are on an assumed datum.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota. Dated this 5th day of December, 2013.

Daniel W. Deemiller

License No. 25341



E.G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

INVOICE NO. 33800
 F.B. NO. _____
 SCALE 1" = 30

- 964.9 Proposed Top of Block
- 964.5 Proposed Garage Floor
- 956.2 Proposed Lowest Floor

Type of Building -
FULL BASEMENT

WALKOUT
 (13C) Basement

Surveyors Certificate

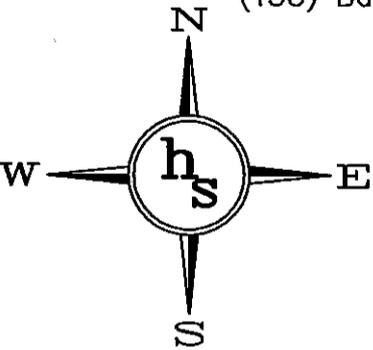
NOTE: PROPERTY CORNERS
 SET BY DEVELOPERS SURVEYOR

- Denotes Iron Monument Found
- Denotes Iron Monument Set
- Denotes Wood Hub Set For Excavation Only

- x000.0 Denotes Existing Elevation
- Denotes Proposed Elevation
- ← Denotes Surface Drainage

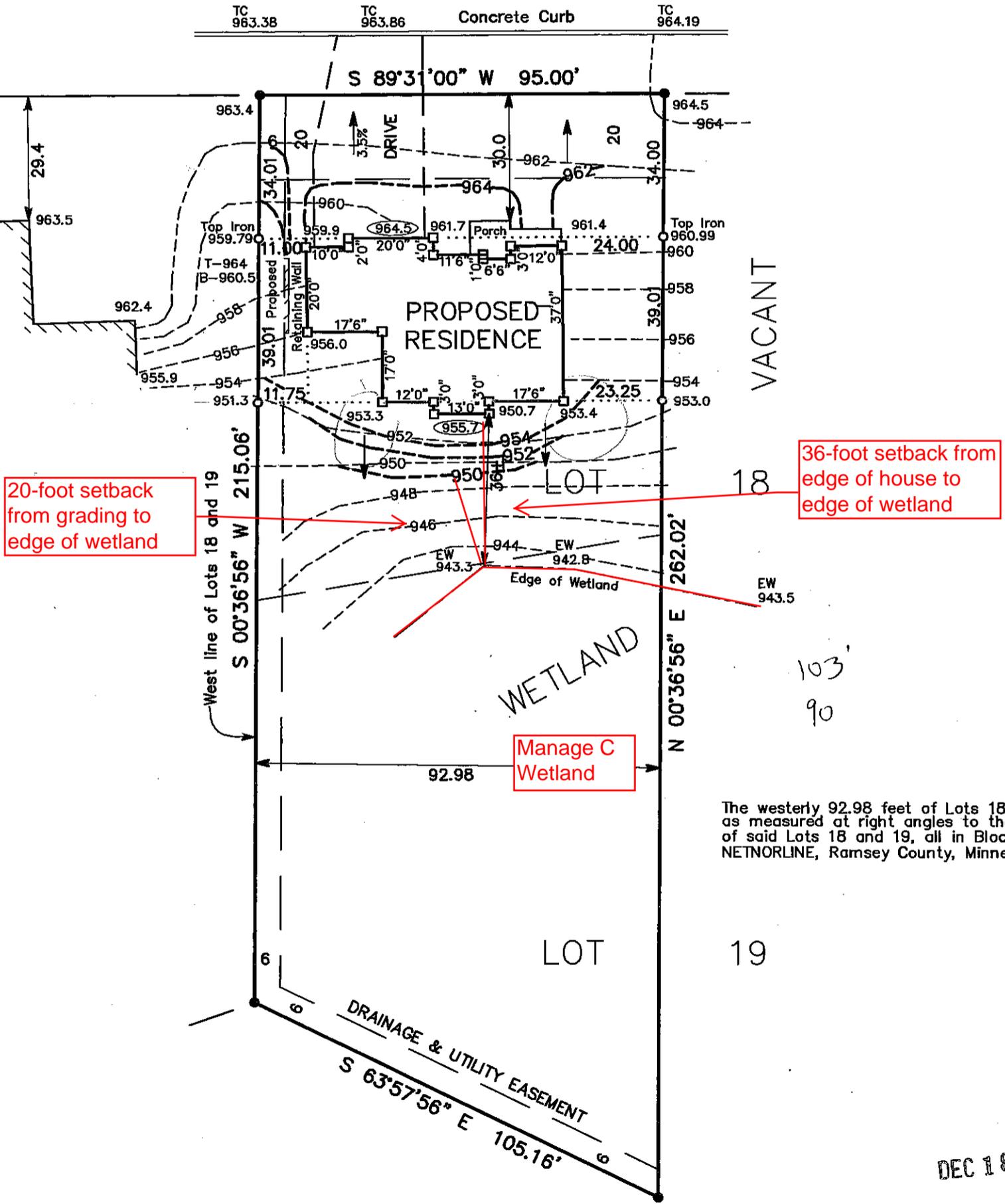
Property Located In Part Of
 Sec. 2 Twp. 29 R. 22

Denotes Existing Contour ---954---
 Denotes Proposed Contour ---950---



S.W. WOLD

WOODLYNN AVENUE



The westerly 92.98 feet of Lots 18 and 19, as measured at right angles to the west line of said Lots 18 and 19, all in Block 1, NETNORLINE, Ramsey County, Minnesota

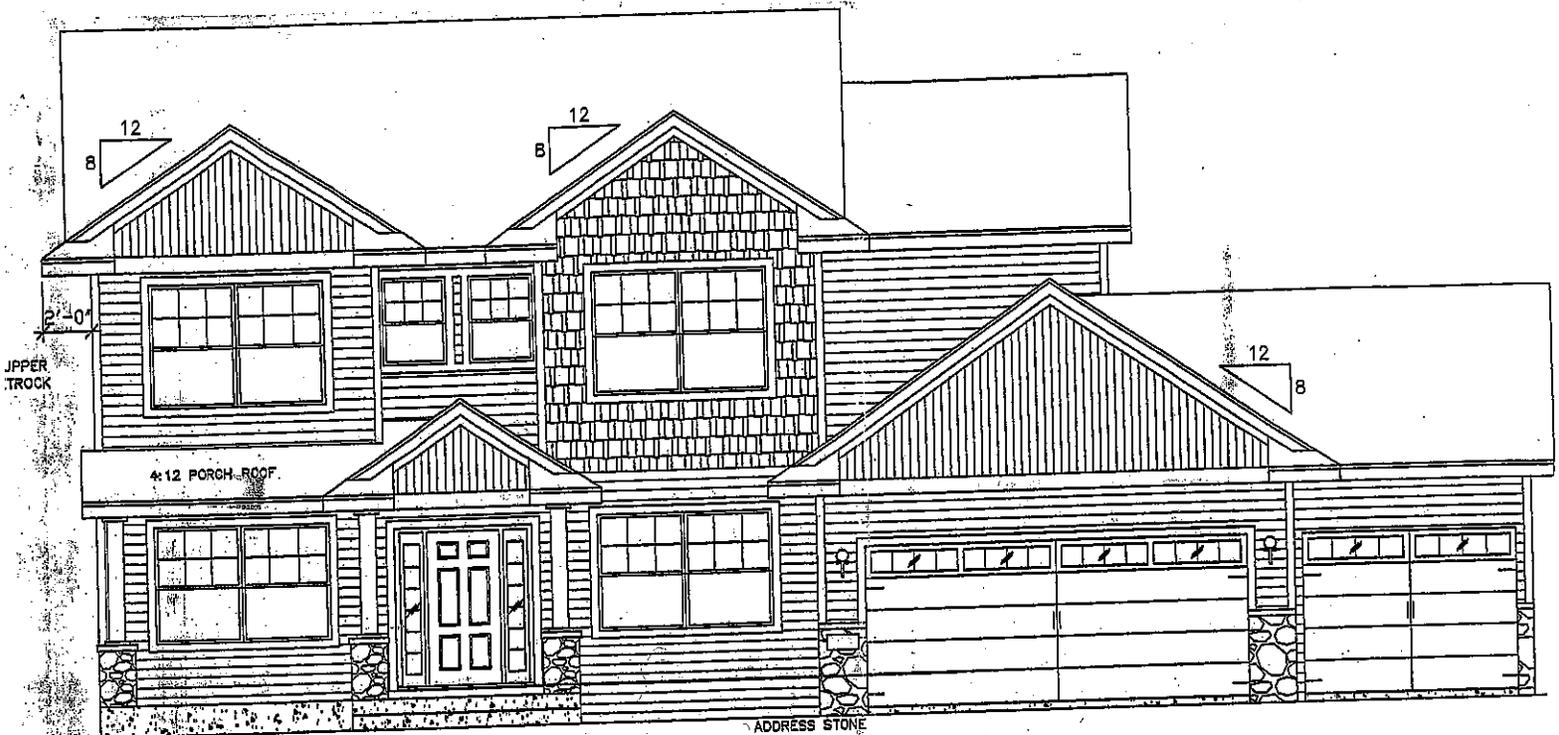
DEC 18 2015

This survey is certified only to the above named person or persons and not to subsequent owners, mortgages or title insurers.
 The only easements shown are from plats of record of information provided by client. All building dimensions and floor elevations must be verified by client.
 I hereby certify that this survey was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Milton E. Hyland

Signed Milton E. Hyland, Minn. Reg. No. 20262

Surveyed by us this 17TH day of DECEMBER, 20 15



FRONT ELEVATION



REAR ELEVATION

Engineering Plan Review

PROJECT: 2214 Woodlynn Avenue Wetland Buffer Variance Request
PROJECT NO: 16-01

COMMENTS BY: Jon Jarosch, P.E.

DATE: 1-25-2016

PLAN SET: Conceptual plans dated 11-30-2015

The applicant is proposing to construct a new single family home at 2214 Woodlynn Avenue East. Due to the proximity to a wetland located on the lot, the applicants are requesting a variance to the wetland buffer established by City ordinance. While the size of this project is below the threshold which would trigger the City's stormwater quality standards; concerns have been raised by area residents in regards to the potential drainage impacts of the development of this lot.

It is the opinion of the Engineering Department that the additional drainage generated by developing this site can be routed to minimize the potential for negative impacts to surrounding areas. Through the grading permit process, the applicant shall work with the Engineering Department to ensure that the amount and rate of runoff reaching the wetland after construction is equal to, or less than, the amount and rate prior to construction. The following are comments on the current design and act as conditions of approval. Final plans will need to be submitted and approved prior to the issuance of permits.

- 1) This project will require an approved grading and erosion control permit prior to any construction activities on the site. As noted above, the applicant shall work with the City's Engineering Department, through the permitting process, to ensure runoff reaching the wetland is less than, or equal to, that reaching it prior to construction. This includes routing as much of the runoff, generated by the house, to the street as possible. This may include modifying the grading plan, installing rain gutters that capture roof runoff and direct it to the front of the house, etc.
- 2) Adjacent streets shall be swept as needed to keep the pavement clear of sediment and construction debris.
- 3) The total grading volume (cut/fill) shall be noted on the plans.
- 4) The applicant shall be responsible for paying any SAC, WAC, or PAC charges related to the improvements proposed with this project.
- 5) The applicant shall satisfy the requirements of all other permitting agencies. Please provide copies of other required permits and approvals.

- END COMMENTS -

2214 Woodlynn Avenue East – Wetland Buffer Variance Comments

1. Mike Miller, 2221 Woodlynn Avenue East (e-mail): I live at 2221 Woodlynn Avenue, across the street from the proposed construction site. I have no objection to the request for a variance by the owners of the lot at 2214 Woodlynn.
2. Ken and Joy Hutchinson, 2212 Lydia Avenue (e-mail): We received a letter in the mail requesting our opinion on a proposal by Ryan and Sarah Buhl for new construction. Our home address is 2212 Lydia Avenue. Neither my husband nor I have any objections if the proposed construction improves the area which we live in or will not harm any wildlife that may hide on the site.
3. Charlotte Nelson, 2187 Woodlynn Avenue East (e-mail): I feel that the proposal by Ryan and Sarah Buhl to build on 2214 Woodlynn Avenue East, Maplewood should be approved. I realize the importance of wetlands but feel this distance is feasible. This property has been for sale for many years and not always kept in good condition (never mowed or weeded, for sale sign hanging haphazardly). A new home would be a plus.
4. Chuck Regal, 2206 Woodlynn Avenue East (e-mail): I have owned and occupied the property next to 2214 (2206) for 32 years. Back then, development to the west, mainly 2164, 2154, and 2144 caused excess water to flow past my property and nearly flood me out. Some modification helped but it was something the city was not watching too closely. The "Manage C" wetland was not designated in those years. In fact there was a cul-de-sac on the east side of the two properties (2214, 2224) that was designated to support maybe 5 houses (properties) on top of the now designated wetland. That all changed a few short years ago, thanks to me and the watchful eye and cooperation of the City Engineering Department. The previous owner of those properties attempted to fill in the "Manage C" area without the proper permits and I stopped it. The City then took over and directed the grading you now see and actually enlarged the wetland to accommodate more volume (thank you). Two years ago that area filled up half way during the spring thaw. Back in 1986, during a two day summer rain, my back yard was completely flooded with water lapping up to my sliding glass doors. I think now you get my point that the "Manage C" wetland is prominent in the security and well-being of the property at 2206.

My wish and request is that if you grant the variance to that wetland, you diligently and faithfully monitor its development to specifications to ensure it complies. Additionally, if there is some way (mechanism) to insure that accidental or incidental fill-ins cannot happen around its perimeter, now, and in the future, that would be a plus.

May I make suggestions? I am not all that good reading survey plots but wondering about a couple of items:

- a. It appears that the building is not centered on the plot. Could that be changed? It would put the west side further away from the east side of my house.
- b. I see front stakes out there now. They don't appear to be in line with the front of my garage (closest point to the blvd line). It would seem that the front setback is not as close to the front property line (blvd) as it could be. If that were possible, more space between the wetland and the back of the house could be realized.

Even permission to be a few feet further towards the front would be a positive move; I would think (5 or 10ft??).

- c. Sometimes further development takes place after the initial building project is completed. My observation that a patio might be envisioned in front of the rear glass sliding doors at a later time and the dimensions or the construction process could encroach on the perimeter of the wetland. Could that be addressed?

I am encouraged that the City has taken this pro-active interest in this project and preserving this wetland, not only for aesthetic and water control reasons but for an interest in protecting my property. I will miss sitting on my deck overlooking that vacant property but always knowing that someday it could be developed. I have met Mr. Buhl and wish him and his family well in their hopes for the project they are planning. Please feel free to contact me with any other questions or observations you may have on this matter.

- 5. Sam and Amanda Daley, 2245 Lydia Avenue (e-mail): We support allowing the variance for the property at 2214 Woodlynn Avenue East as long as they do not cut down any of the large, mature trees behind the house and also address any issues with other trees on the property. For example: Properly cut-down/treat infected trees (oak wilt, ash borer, Dutch elm disease, etc) and remove all invasive species (buckthorn, box elder, etc.). Thank you.
- 6. Richard and Marlene Zoya, 2223 Lydia Avenue East (e-mail): We live at 2223 Lydia Avenue East. The front of our home faces south and the land south of us is all uphill. On a number of occasions, when there has been a heavy rain, there has been a stream flowing along the west side of our home and across our back yard. This water leaves our property at the southeast corner of the 2214 Woodlynn Avenue lot and then flows into the wetland area. Other than cleaning up the mess left behind by the water flow, this has never been a problem for us. However, the back of our lot is lower than the land to the south, east, and west. Runoff from much of the surrounding area also flows into this wetland. Our lot is fairly level from the back of our walkout home to the back of our property with a slightly greater elevation than that of the wetland. We don't know what effects this proposed encroachment on the north side of the wetland may have on our property. Nor do we have any knowledge of what our rights of recovery would be for any negative effects that may result from this encroachment. However, we do know that what exists now has been working.
- 7. Julie Smendzuik-O'Brien, 3018 Furness Court (e-mail):

My husband, D. William (Bill) O'Brien and I received your request for comment on the variance for the above named property. A few thoughts for consideration by the planning commission and City Council.

- a. History: My husband and I have resided in our home at 3018 Furness Court since January 1986.
- b. Former Lake: During our residence here we learned from neighbors immediately to our north, residing at 3024 Furness Court, that a lake once abutted their easternmost property line. This would be the line closest to the wetland of interest. The neighbors indicated that the lake receded from their property line

when the sewer was put in along McKnight Rd. They did not indicate when the sewer line went in. The home at 3024 was built I believe in 1971, but I don't know whether the lake was there at the time they built their home. The original owners at 3024 were Bob and Diane Dufresne, from whom we learned about the former lake. They were followed by a couple who lost the home due to foreclosure. The 3024 property is currently owned by Invitation Homes and is a rental property. I suspect that the wetland under consideration here is part of what remains of the "lake" that was much larger in the past.

- c. Rain Saturated Soil: In the years we have lived here, there was one severe storm during and after which there was standing water in the 3024 property back yard near the easternmost property line. There was no water in our yard at the time of that storm, however, most likely due to the more hilly terrain on our property.
 - d. Wildlife Corridor: During spring, it is possible to hear frogs regularly from the wetland. From the central wooded part of our block (bordered by Furness Court, Woodlynn, Lydia and McKnight), several homes get regular visits from wildlife all year. The "visited" backyards known to me includes the backyards at 2184 Woodlynn, 3034 Furness Court, 3024 Furness Court, 3018 Furness Court, 3010 Furness Court, and 2177 Lydia. It also includes Furness Court itself. Other yards are likely visited by the wildlife as well but are unknown to me. At times, I have seen the deer herd with as many as 5 members. The turkey population varies from year to year; during 2014 there were three hens and their broods (about 8 young), during 2015 there were only two toms regularly visiting backyards, walking on rooftops, and nesting in the tall oaks which are numerous in the block. The proposed home, if approved, would likely be adjacent to this corridor.
8. Larry and Carol Case, 2219 Woodlynn Avenue East (mail): The City Council should refuse the applicant's request to not only the wetland code, but the wildlife that is being destroyed and the damage to the environment - deer, turkey, pileated woodpecker, owl's nest, fox, and numerous birds. No.
 9. Shane and Louise Witwicke, 2175 Woodlynn Avenue East (mail): I have no problem as long as there is no environmental impact to the wetland. It looks like all their stormwater runoff will go right into the wetland.
 10. Mary Armstrong, 2249 Woodlynn Avenue East (voicemail): I have no objections to the variance request.
 11. Jolene Vitko, 2191 Woodlynn Avenue East (e-mail): I am the owner of the townhouse addressed as 2191 Woodlynn Ave. I have had an opportunity to review the information provided concerning the proposed construct of a single family dwelling located at 2214 Woodlynn Avenue. I have no objection to this project being approved by the City of Maplewood and the City Council. To raise objection now, after it appears initial information provided as to wetland intrusion, was either not correct or at best misleading, and is much belated. I am surmising that the Buhl family has invested considerable time plus financial and emotional capital in this project. Based on their written comments, it appears they will strive to be sensitive to the environment. Therefore, I believe they will make every attempt to be good stewards of the land should their home be built.

HY-LAND SURVEYING, P.A.

LAND SURVEYORS

964.9 Proposed Top of Block
 964.5 Proposed Garage Floor
 956.2 Proposed Lowest Floor

11947 Idaho Ave. N.
 Champlin, Minnesota 55316
 PHONE (763) 323-1300
 FAX (763) 323-7035
 hylandsurvey@qwestoffice.net

INVOICE NO. 33800
 F.B. NO. _____
 SCALE 1" = 30

Type of Building -

FULL BASEMENT

WALKOUT (13C) Basement

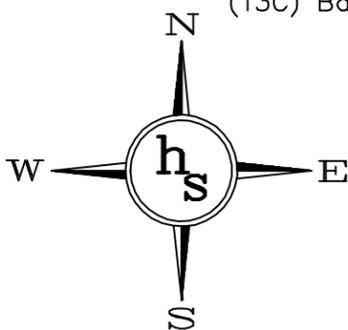
Surveyors Certificate

NOTE: PROPERTY CORNERS SET BY DEVELOPERS SURVEYOR

- Denotes Iron Monument Found
- Denotes Iron Monument Set
- Denotes Wood Hub Set For Excavation Only
- x000.0 Denotes Existing Elevation
- Denotes Proposed Elevation
- ← Denotes Surface Drainage

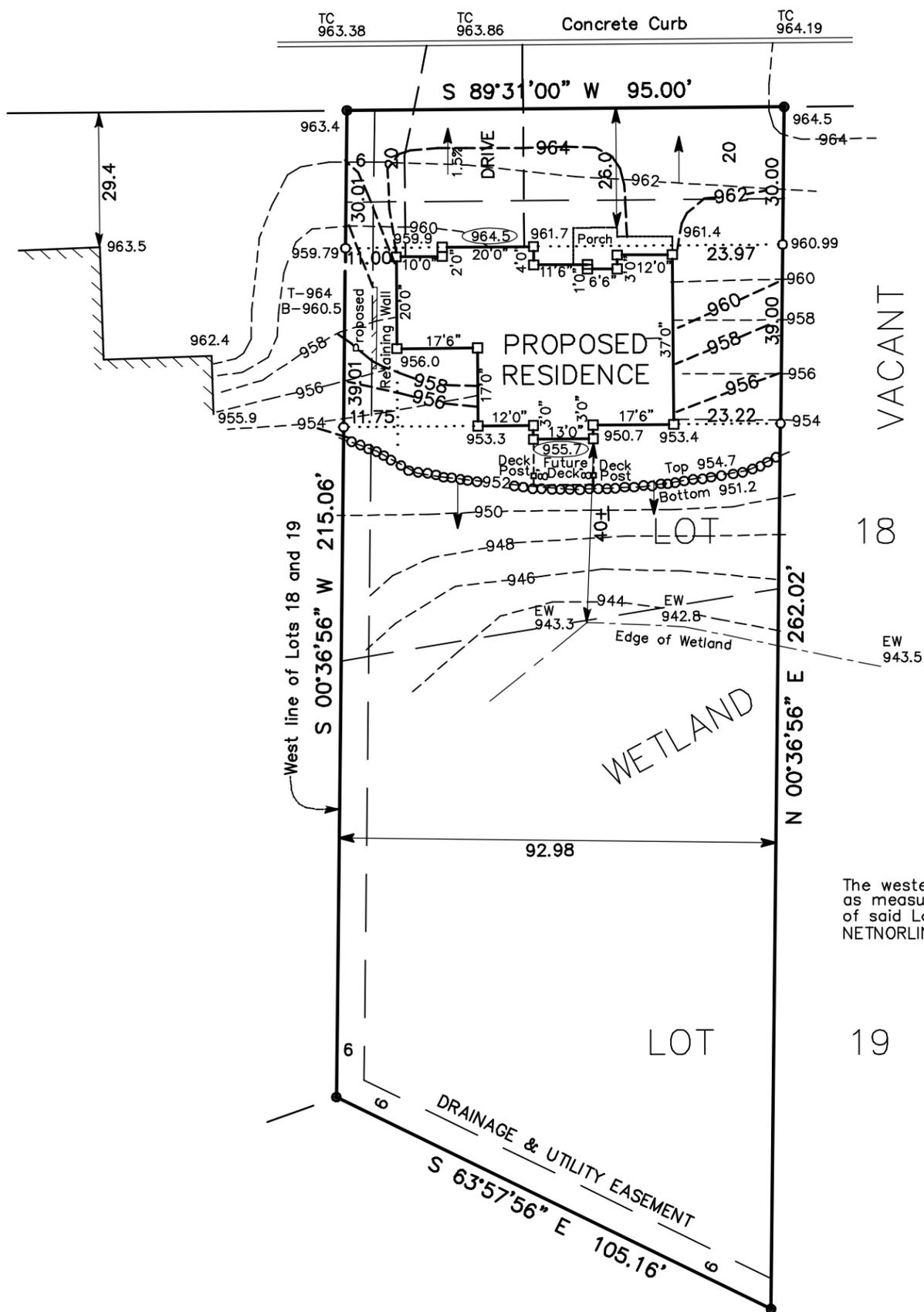
Property Located In Part Of Sec. 2 Twp. 29 R. 22

Denotes Proposed Retaining Wall oooooo
 Denotes Existing Contour ---954---
 Denotes Proposed Contour ---950---



S.W. WOLD

WOODLYNN AVENUE



The westerly 92.98 feet of Lots 18 and 19, as measured at right angles to the west line of said Lots 18 and 19, all in Block 1, NETNORLINE, Ramsey County, Minnesota

This survey is certified only to the above named person or persons and not to subsequent owners, mortgages or title insurers.
 The only easements shown are from plats of record of information provided by client. All building dimensions and floor elevations must be verified by client.

I hereby certify that this survey was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Surveyed by us this 17TH day of DECEMBER, 2015

Milton E. Hyland

Signed _____
 Milton E. Hyland, Minn. Reg. No. 20262

**MINUTES
CITY OF MAPLEWOOD
ENVIRONMENTAL AND NATURAL RESOURCES COMMISSION**

7:00 p.m., Wednesday, January 27, 2016
Council Chambers, City Hall
1830 County Road B East
(PARTIAL MINUTES)

1. CALL TO ORDER

A meeting of the Environmental and Natural Resources Commission was called to order at 7:01 p.m. by Chair Trippler.

2. ROLL CALL

Mollie Miller, Vice Chair	Present
Ann Palzer, Commissioner	Present
Ryan Ries, Commissioner	Present
Tom Sinn, Commissioner	Present
Dale Trippler, Chair	Present
Ginny Yingling, Commissioner	Present

Staff Present

Shann Finwall, Environmental Planner
Ginny Gaynor, Natural Resources Coordinator

3. NEW BUSINESS

a. 2214 Woodlynn Avenue – Wetland Buffer Variance

- i. Environmental Planner, Shann Finwall gave the report.
- ii. Ryan and Sarah Buhl, 2214 Woodlynn Avenue addressed and answered questions of the commission.

The Commission had the following questions/comments:

- The commission discussed comments from the neighbors and the placement of the house on the site.
- The commission discussed the grading of the site, the possibility of building a retaining wall, and the expense of building one.
- The commission was concerned about the escrow fee that covers the cost of the wetland buffer restoration and if the property owners were in agreement with that fee.
- The commission wanted to remove the requirement of shifting the house 14 feet to the east side of the lot to minimize impacts of the new home and wetland buffer variance to the existing single family house located at 2206 Woodlynn Avenue East.

Commissioner Yingling moved to recommend approval of a wetland buffer variance to construct a new single family house at 2214 Woodlynn Avenue East with the condition that the requirement to sift the house 14 feet to the east side of the lot be removed as it does not impact the wetland.

Seconded by Commissioner Ries.

Ayes – All

The motion passed.

**MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, FEBRUARY 23, 2016**

**7:00 P.M.
(PARTIAL MINUTES)**

1. CALL TO ORDER

A meeting of the Commission was held in the City Hall Council Chambers and was called to order at 7:08 p.m. by Chairperson Arbuckle.

2. ROLL CALL

Paul Arbuckle, Chairperson	Present
Frederick Dahm, Commissioner	Absent
Tushar Desai, Commissioner	Present
John Donofrio, Commissioner	Present
Allan Ige, Commissioner	Present
Bill Kempe, Commissioner	Present
Dale Trippler, Vice Chairperson	Present

Staff Present: Michael Martin, Economic Development Coordinator
Daniela Lorenz, Planning Technician

3. PUBLIC HEARINGS

7:00 p.m. or later: Consider Approval of a Resolution Authorizing a Wetland Buffer Variance, 2214 Woodlynn Avenue

- i. Economic Development Coordinator, Michael Martin gave the report on Considering the Approval of a Resolution Authorizing a Wetland Buffer Variance, 2214 Woodlynn Avenue.
- ii. The applicants, Ryan and Sarah Buhl, 2214 Woodlynn Avenue, Maplewood, addressed and answered questions of the commission.

Chairperson Arbuckle opened the public hearing.

- 1. Richard and Marlene Zoya, 2223 Lydia Avenue East, Maplewood, addressed the commission about the drainage. Mr. and Mrs. Zoya's comments were emailed to staff and forwarded to the engineering department and included in the staff report in attachment 8.

Chairperson Arbuckle closed the public hearing.

Commissioner Trippler moved to approve the resolution authorizing a wetland buffer variance for 2214 Woodlynn Avenue East. Approval is based on the following reasons: (changes to the conditions are underlined and deletions are stricken.)

- 1. Strict enforcement of the ordinance would cause the applicant practical difficulties because complying with the wetland buffer requirement stipulated by the ordinance would prohibit the building of any permanent structures, substantially diminishing the potential of this lot.
- 2. Approval of the wetland buffer variance will include the restoration of the remaining wetland buffer, which will improve the water quality of the wetland.
- 3. Approval would meet the spirit and intent of the ordinance with the construction of a new single family house on a vacant lot that is zoned and guided in the City's comprehensive plan as residential.

Approval of the wetland buffer variance shall be subject to the following:

1. Conditions outlined in Jon Jarosch's January 25, 2016, Engineering Plan Review.
2. Prior to issuance of a grading permit for the new single family house the applicants must submit:
 - a. A tree plan which shows the location, size, and species of all significant trees located on the lot, and the trees that will be removed with the construction of the new single family house. Removal of significant trees with the construction of the single family house must comply with the City's tree preservation ordinance and tree replacement requirements.
 - b. A revised survey which shows the house shifted four feet to the north, toward the road. This will decrease the impacts to the wetland.
 - c. A revised grading plan which shows the location of a retaining wall to be construction approximately 8 to 10 feet from the south side of the house, adjacent the wetland. This will create a flat yard area and reduce the amount of grading and impacts to the wetland.
 - d. A revised survey which shows the location of the proposed deck on the first floor. The deck footings must not encroach past the proposed retaining wall located in the back yard. This will ensure no additional impacts to the wetland.
 - ~~e. A revised survey which shows the house shifted 14 feet to the east side of the lot if feasible. This will minimize impacts of the new single family house and wetland buffer variance to the existing single family house located at 2206 Woodlynn Avenue East.~~
 - e. f. A wetland buffer restoration plan to be approved by City staff. This will improve the water quality of the wetland.
 - f. ~~g.~~ An escrow to cover up to 150 percent of the cost of the wetland buffer restoration.
3. Prior to release of the escrow, the wetland buffer plantings must be established.

Seconded by Commissioner

Ayes - All

The motion passed.

Commissioner Kempe had a friendly amendment adding a new 2. g. that the applicant and builder work with staff regarding the feasibility of reversing the house.

There was no second to the friendly amendment so it did not pass.

This goes to the city council on March 14, 2016.

VARIANCE RESOLUTION

WHEREAS, Ryan and Sarah Buhl applied for a variance from the wetland ordinance.

WHEREAS, this variance applies to the property located at 2411 Woodlynn Avenue East, Maplewood, MN. The property identification number is 02-29-22-11-0101. The legal description is the Westerly 94.98 Feet of Lots 18 and 19, Block 1, Netnorlin, Ramsey County, Minnesota.

WHEREAS, Section 12-310 of the City's ordinances (Wetlands and Streams) requires a wetland buffer of 50 feet adjacent to Manage C wetlands.

WHEREAS, the applicants are proposing to construct a single family house and grading for the house to within 20 feet of a Manage C wetland, requiring a 30-foot wetland buffer variance.

WHEREAS, the history of this variance is as follows:

1. On January 27, 2016, the Environmental and Natural Resources Commission reviewed the variance and recommended approval of the wetland buffer variance to the Planning Commission and City Council.
2. On February 23, 2016, the Planning Commission held a public hearing to review this proposal. City staff published a notice in the paper and sent notices to the surrounding property owners as required by law. The Planning Commission gave everyone at the hearing a chance to speak and present written statements. The Planning Commission also considered the report and recommendation of the city staff and Environmental and Natural Resources Commission. The Planning Commission recommended approval of the wetland buffer variance to the City Council.
3. The City Council held a public meeting on March 14, 2016, to review this proposal. The City Council considered the report and recommendations of the city staff, the Environmental and Natural Resources Commission, and the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that the City Council approved the above-described variance based on the following reasons:

1. Strict enforcement of the ordinance would cause the applicant practical difficulties because complying with the wetland buffer requirement stipulated by the ordinance would prohibit the building of any permanent structures, substantially diminishing the potential of this lot.
2. Approval of the wetland buffer variance will include the restoration of the remaining wetland buffer, which will improve the water quality and wildlife habitat of the wetland.
3. Approval would meet the spirit and intent of the ordinance with the construction of a new single family house on a vacant lot that is zoned and guided in the City's comprehensive plan as residential.

Approval of the wetland buffer variance shall be subject to the following:

1. Strict enforcement of the ordinance would cause the applicant practical difficulties because complying with the wetland buffer requirement stipulated by the ordinance would prohibit the building of any permanent structures, substantially diminishing the potential of this lot.
2. Approval of the wetland buffer variance will include the restoration of the remaining wetland buffer, which will improve the water quality of the wetland.
3. Approval would meet the spirit and intent of the ordinance with the construction of a new single family house on a vacant lot that is zoned and guided in the City's comprehensive plan as residential.

Approval of the wetland buffer variance shall be subject to the following:

1. Conditions outlined in Jon Jarosch's January 25, 2016, Engineering Plan Review.
2. Prior to issuance of a grading permit for the new single family house the applicants must submit:
 - a. A tree plan which shows the location, size, and species of all significant trees located on the lot, and the trees that will be removed with the construction of the new single family house. Removal of significant trees with the construction of the single family house must comply with the City's tree preservation ordinance and tree replacement requirements.
 - b. A revised survey which shows the house shifted four feet to the north, toward the road. This will decrease the impacts to the wetland.
 - c. A revised grading plan which shows the location of a retaining wall to be constructed approximately 8 to 10 feet from the south side of the house, adjacent the wetland. This will create a flat yard area and reduce the amount of grading and impacts to the wetland.
 - d. A revised survey which shows the location of the proposed deck on the first floor. The deck footings must not encroach past the proposed retaining wall located in the back yard. This will ensure no additional impacts to the wetland.
 - e. A wetland buffer restoration plan to be approved by City staff. This will improve the water quality of the wetland.
 - f. An escrow to cover up to 150 percent of the cost of the wetland buffer restoration.
3. Prior to release of the escrow, the wetland buffer plantings must be established.

The Maplewood City Council approved this resolution on March 14, 2016.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Daniela Lorenz, Planning Technician
Michael Martin, AICP, Economic Development Coordinator

DATE: March 7, 2016

SUBJECT: Consider Approval of a Resolution Authorizing a Conditional Use Permit, Galilee Lutheran Church Community Garden, 1958 Rice Street

Introduction

Galilee Lutheran Church, located at 145 McCarrons Boulevard, is requesting approval of a conditional use permit (CUP) to create a community garden at 1958 Rice Street, the former Ziittel's Greenhouse property. The request includes installing garden plots, each 16 by 20 feet, on 2.2 acres of the 13.31 acre site. The applicant estimates this will result in 200-240 available plots. The request also includes maintaining the 15 stall, gravel parking lot that is currently on the site. The property is owned by St. Paul Regional Water Services (SPRWS) but is currently vacant. Galilee Lutheran Church would be leasing the land until the utility needs the property.

The proposed community garden is also a demonstration of the partnership between Galilee Lutheran Church, the cities of Roseville and Maplewood and neighborhood residents to provide an additional resource for the immediate area's diverse population which includes many Hmong and Karen immigrants.

Discussion

Land Use and Site Plan

City code does not specifically state community gardens as a use. But public services, educational uses, philanthropic uses, and churches are allowed in all zoning districts with a CUP. In 2009, under similar circumstances, the city allowed First Evangelical Free Church to create a garden at the Southwest Corner of County Road C and Hazelwood Street.

The applicant is proposing to install 6 feet high fencing around the perimeter of the garden to deter deer and theft. The fencing used would be polypropylene deer fencing. There will also be a small shed and composting area in the center of the property to house tools and materials for the gardeners.

Parking

To handle parking, the applicant is requesting to maintain the legal, non-conforming 15 stall, gravel parking lot that currently exists on the property. The applicant discussed with other organizations that maintain community gardens and indicated to staff that 15 stalls should be more than enough. There are a few anticipated events that would result in an increased need for parking. The applicant indicates the extra parking needs could be

handled by using the adjacent McCarron's Bar and Grill parking lot or Galilee Lutheran Church's parking lot across Rice Street. There are also no specific parking guidelines for this type of use, but there is an existing parking lot on site and staff does not believe there will be a parking shortage for this use. As a condition of approval, staff would recommend the applicant be required to submit documentation confirming alternative parking arrangements are in place.

Tree Preservation

The applicant indicated that they would not be removing any trees from the property.

Lighting

The lighting on site will not change as a result of the addition.

Environmental

There is a Manage A wetland adjacent to the proposed project which requires a 100 foot buffer according to city code. The applicant's plans indicate the fencing and planting will happen outside the 100 foot wetland barrier. The applicants has also indicated they will be placing hay bales along the perimeter near the wetland to catch storm water run-off. The garden will also have and enforce a rule prohibiting the use of chemical fertilizers and pesticides on the plots in order to protect the area from potentially harmful run-off.

Water Services

Initially, a series of hoses will be used to water the plots with the intention of eventually installing underground piping. The community garden site will be served by the water from the McCarron's Pub and Grill's well and will have access to a spigot located on the eastern side of McCarron's property. Currently, McCarron's is not connected to the city's water supply but they anticipate being connected by April 2016.

Department Comments

Building Department

Nick Carver, building official – A building permit and a structural engineer's report must be obtained before constructing the proposed fence.

Fire Department

Butch Gervais, fire marshal – No comments

Police Department

Paul Schnell, police chief – No comments

Engineering Department

Jon Jarosch, City Engineer—applicant must obtain a grading permit before any disturbances take place on site.

Environmental Review

See Shann Finwall's staff report attached to this report.

Commission Actions

Environment and Natural Resources Commission

On January 27, 2016, the Environmental and Natural Resources Commission reviewed the plans and CUP request for this project and recommended approval.

Planning Commission

On February 23, 2016, the planning commission held a public hearing, reviewed the plans and recommended approval of the conditional use permit.

Recommendation

Approve the applicant's plans for the proposed community garden and legal, non-conforming parking lot at 1958 Rice Street. Approval is subject to the following conditions:

1. The proposed use must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
2. The city council shall review this permit in one year. Staff may approve minor changes.
3. Applicant shall obtain a grading permit from the city's public works department before any disturbances take place on site.
4. Applicant shall enter a shared parking agreement with McCarron's Pub and Grill to accommodate overflow parking needs for various events.
5. Satisfy the requirements set forth in the staff report authored by environmental planner Shann Finwall, dated January 15, 2016.
6. Applicant shall obtain a building permit and structural engineer's report before constructing a fence that is 7 feet tall or higher along the perimeter of the gardened area.
7. The existing, legal non-conforming parking lot may not be altered or expanded without gaining the required city approvals.

Citizen Comments

Staff surveyed the 29 property owners within 500 feet of this site for their comments. There were 3 replies, all in favor of the project.

Ron Peterson, Galilee Lutheran Church- 145 McCarrons Blvd N, St. Paul, MN

Galilee fully supports this CUP. We are very excited about the value of this community garden, this is a big challenge for our small church, but we have a lot of people and organization behind us.

Amy O'Donnell L-Z Truck Equipment, 1881 Rice Street, Roseville, MN

I wish them nothing but the best on their project. I hope it is approved and they are blessed with green thumbs!

Steve Schneider, St. Paul Regional Water Services, 1900 Rice Street, St. Paul, MN

On behalf of the Board of Water Commissioners, I would like to submit the following comments on the requested CUP at 1958 North Rice Street. As the owners of the property, our lease agreement with the church will allow us to cancel the agreement and use the property for SPRWS needs should we deem it necessary to do so.

We are glad we can work with Galilee Lutheran Church to provide this opportunity for the community through the provision of the community gardens.

Reference Information

Site Description

Site size: 13.31 acres

Existing land use: Vacant Property, owned by St. Paul Regional Water Services

Surrounding Land Uses

North: McCarron's Pub and Grill

South: Carhop Automobile Sales and Finance

West: Rice Street/Galilee Lutheran Church

East: Soo Line Railroad

Planning

Land Use Plan designation: C (commercial)

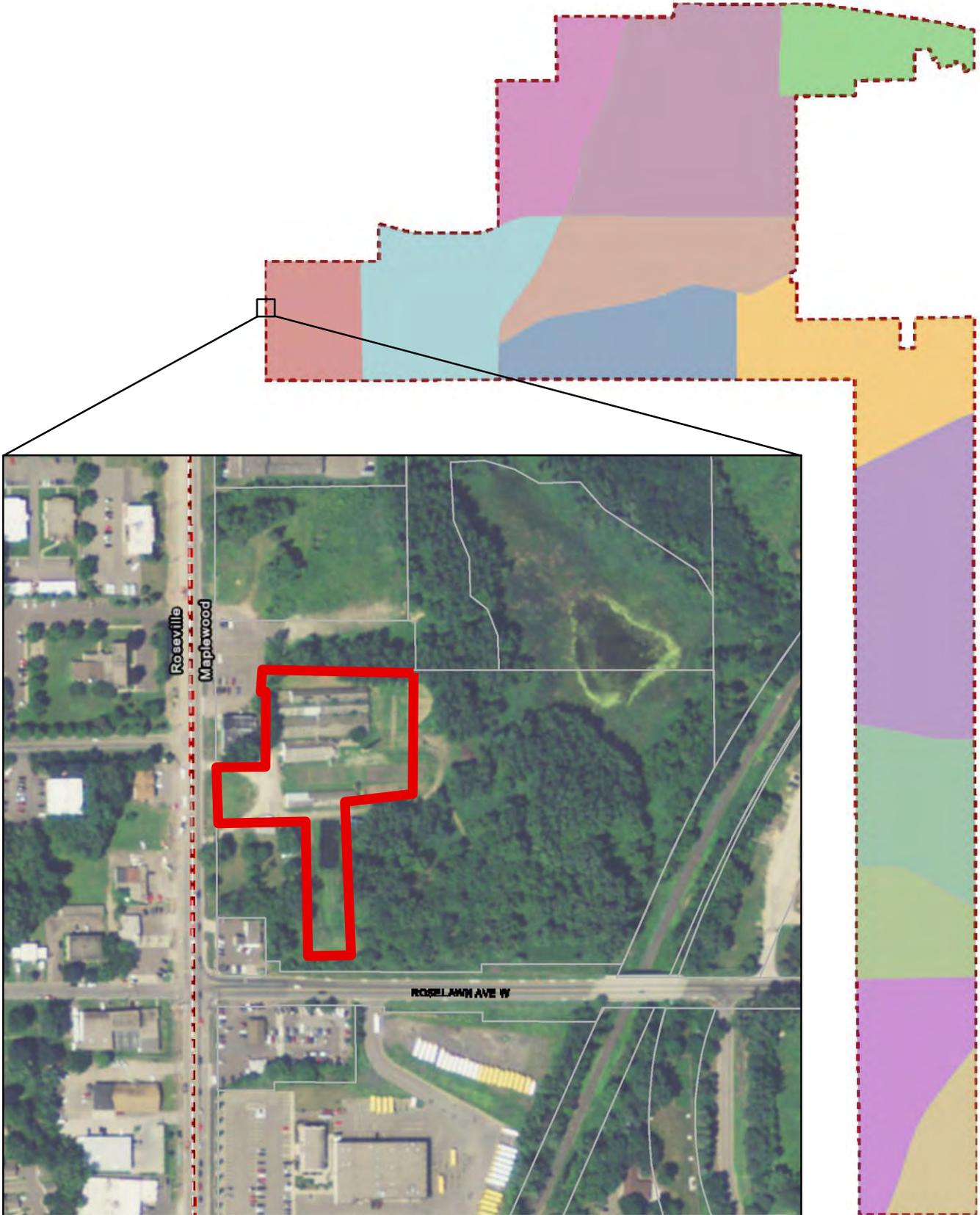
Zoning: BC (business commercial)

Application Date

The application for this request was considered complete on January 15, 2016. State law requires that the city decide on these applications within 60 days. The deadline for city council action on this proposal is March 15, 2016.

Attachments

1. Location Map
2. Proposed Site Plan
3. Applicant's Letter, December 28, 2015
4. Environmental Report, Shann Finwall, January 15, 2016
5. Draft Planning Commission Minutes, February 23, 2016
6. Conditional Use Permit Resolution



1958 Rice Street- Community Garden
Conditional Use Permit- Overview Map



Our project will require no new sewer or water sources. We intend to use the well water from the McCarrons Pub and Grill.

PROCEDURE

1. Return this application and all required materials to the Environmental and Economic Development Department.
2. The department staff will review the application to ensure all required information is received and notify you of additional items which may be required.
3. The Director will schedule a public hearing with the Planning Commission and a meeting with the Community Design Review Board after preparing a report and recommendation.
4. The Commission and Board will make recommendations to the City Council.
5. The Director will schedule a meeting with the City Council. The Council will then make a decision.
6. Maplewood's review and City Council action about your application(s), once the City considers your application(s) complete, typically takes up to 60 days.
7. City staff will notify you of all meetings.

ATTACHMENT A

STATEMENT OF INTENDED USE AND WHY CITY SHOULD APPROVE. DISCUSSION OF CRITERIA FOR APPROVAL OF A CONDITIONAL USE PERMIT

Intended Use and Why City Should Approve:

The community garden we plan for the SPRWS site will serve about 150 families in the Maplewood, Roseville, and St. Paul areas. The garden will have many benefits, providing not only food for the gardeners but new friendships among people from a wide variety of backgrounds. Many police departments recognize community gardening as an effective community crime prevention strategy. Within blocks of this property there are many apartment buildings with a diverse population including Hmong and Karen immigrants. Many of these people were subsistence farmers who now have very limited access to land. This site historically was Zittel's Greenhouse, so it seems appropriate to garden there until the Water Board has a defined use for the property.

The City Council may approve, amend or deny a conditional use permit application, based on the following standards for approval, in addition to any standards for a specific conditional use found in the zoning ordinance:

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.

The comprehensive plan shows this area as "business/commercial" so our garden will require a Conditional Use Permit. The garden will be temporary until the SPRWS chooses to use the land.

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

Our garden will be set 160 feet back from Rice Street and 50 feet from Roselawn Avenue. It should be rather pleasant to look at. It will not change the existing character of the surrounding area.

3. The use would not depreciate property values.

We see no reason why it should affect property values in any way.

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.

Our garden should greatly improve the appearance and value of this land. It is currently overrun with tall weeds and people have been dumping oil and other materials on the site.

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.

We don't expect more than 10 cars using the nearby parking lots at any normal time. We may hold occasional events for spring planting and fall harvest when parking would be at Cub, McCarrons Pub and Grill and Galilee Lutheran Church. The garden will have virtually no effect on the usually very busy Rice Street. Many participants, recent immigrants, will be walking to the site from apartments on near Rice St. & Larpenteur Avenue. The agreement with users will require them to use crossing intersections with stoplights.

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.

Water would be provided through the well at McCarrons Pub and Grill, who will provide a spigot for the garden. We hope to connect water initially through a series of hoses and later with underground piping. A representative of Roseville Schools has said this garden will be a major plus to the community. A composting system will be established to replenish the soil.

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

It will not create any 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.

As mentioned, the garden would be located away from the road and won't change the basic natural terrain in any way. Families working on productive gardens would replace 8-foot weeds. Natural and scenic features will be part of the development design.

9. The use would cause minimal adverse environmental effects.

The site abuts a Manage A Wetland, and our plans include a 100-foot setback from that area, which is the required safety distance. We will include hay bales along the path to the nearby pond. We don't intend to add any unnatural chemicals to the land, and our use should not materially affect runoff. It will actually maximize the preservation of the nearby riparian zone. This 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, property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution.

10. The City Council may waive any of the above requirements for a public building or utility structure, provided the Council shall first make a determination that the balancing of public interest between governmental units of the state would be best served by such waiver.

If you are applying for a planned unit development and there are deviations from City code, please include written justification for each deviation based on the following findings required by code for approval:

1. Certain regulations contained in this chapter should not apply to the proposed development because of its unique nature.
2. The PUD would be consistent with the purposes of this chapter.
3. The planned unit development would produce a development of equal or superior quality to that which would result from strict adherence to the provisions of this chapter.
4. The deviations would not constitute a significant threat to the property values, safety, health or general welfare of the owners or occupants of nearby land.
5. The deviations are required for reasonable and practicable physical development and are not required solely for financial reasons.

This is not a planned unit development and there are no deviations from City code.

ATTACHMENT B PROJECT PLANS FOR RICE STREET COMMUNITY GARDEN

Overview:

This attachment includes the following information:

1. Top view of the site with garden plots, fencing, shed, and parking locations shown.
 2. Our tentative project schedule up through the first planting and our budget
 3. Our plans to provide water
 4. Our response to the seven specific issues raised by the Maplewood Environmental and Natural Resources and Planning Commissions.
1. **Top view of site.** See the drawing on the next page. Here are some key things to notice:
 - a. Two close neighbors, McCarrons Pub and Grill and Galilee Lutheran Church (across Rice Street) are very supportive of the community garden project. McCarrons Pub will allow us to connect to their existing well water supply.
 - b. Plans are to fence in the entire area (see discussion below).
 - c. We have set the garden boundary the required 100 feet from the protected wetland.
 - d. The garden plots indicated in the drawing are approximate, and the final design will depend on discussion with the users. About 160 plots are estimated.
 - e. We will site a tool shed (small Home Depot type) and a composting area near the center of the garden area.
 - f. The parking area for 15 cars shown on the drawing is in an area previously used by former owners Zittel's Greenhouse. This is an ideal drive in area that would be near a gate through the fence. This is also discussed in more detail below.

2. Our tentative project schedule up through the first planting and our budget

A draft project schedule has been developed and is available on line at:
<https://app.smartsheet.com/b/publish?EQBCT=78a3084d001f46f38dad2f52cf6c7fb8>

We are following suggestions from the Gardening Matters Start Up Guide:
<http://www.gardeningmatters.org/sites/default/files/startupguide.pdf>

Here is our current draft project budget plan as of 12/7/15. We have not yet sent out requests for grants or gift funding but expect new support will come this spring.

Line Items	1st Year	2nd Year	3rd Year
Revenue/Income			
Galilee Garden Fund Startup	8000		
User Fees (100x\$20)	2000	2000	2000
Grants/Gifts	1000	1000	1000
Balance from previous year	0	1837	3187
Total Income	11000	4837	6187
Expenses/Costs			
Required**			
Water hoses (800ftx\$0.3/ft)	250		100
Other water items	250		
Wooden Plot stakes 150 x 4 x \$1.20	720	100	100
Hay bales 100 x \$6.50	650		
Plot ID tags	50	50	50
Hay bales 100 x \$6.50	650		
Flyers and handout materials	200		
Wheel barrows*	200		
Shovels*	0		
Rakes*	0		
Website	300	100	100
Conditional Use Permit & recording fee	1693		
Deer Fencing	3000		
Tool Sheds	1000		
Miscellaneous	200	400	400
Nice to Have			
Underground plumbing		1000	
Total Expense	9163	1650	750
NET INCOME (Income-Expense)	1837	3187	5437

3. Our plans to provide water

We intend to use water provided by McCarrons Pub and Grill, who expect to be connect to city water by April 2016. They will then let our garden use an outdoors spigot on the east side of their building. We will connect an array of hoses to reach all areas of the garden. The hose supplies may be augmented by barrels either near the McCarrons Pub or in the garden that will be kept full. We have contacted a water supply company who will assess our plans to see if they are adequate or if additional pumping will be needed to maintain pressure during high use periods.

4. Our response to the seven specific issues raised by the Maplewood Environmental and Natural Resources and Planning Commissions.

- a. **Fencing** - (To be installed to deter deer & thefts)
We will need about 1100 feet of fencing about 8 feet tall to discourage deer. This would be along the north and east sides. We have been told that the SPRWS plans to build a fence and locked gate along the west side and there already is one along Roselawn (south side). Metal deer fencing, coated black to reduce visibility costs about \$1100 for 300 feet. This would be ideal, but is too expensive for our temporary garden. Polypropylene mesh deer fencing is much less expensive, about \$2000 for our entire garden and is available from Home Depot. This fencing would be nearly invisible from the roads. We would install the fence in the April to June time frame.
- b. **Crossing Rice**
We expect the community garden to be used by many people walking from nearby apartments or from those near Rice and Larpenteur. Our garden rules (to be developed) will include instructions requiring gardeners to use the signaled crosswalk at Rice and Roselawn or other signaled crosswalks.
- c. **Well water quality**
The Maplewood Environmental Commission asked if the water to be used might contaminate the soil. McCarrons Pub is still using their well water until they get hooked up to city water in April 2016. So we know that the water is safe for the garden.
- d. **Garden impact on adjacent wetland**
The Gardening Rules document (to be developed) will forbid the use of synthetic fertilizers or pesticides. We will use organic gardening methods such as compost to enhance soil quality. Soil testing throughout the area has shown the soil already has acceptable levels of nitrogen and other nutrients.
- e. **Storm water runoff**
The land is fairly level so we expect little runoff toward the protected area. In addition, we agree to install hay bales along the perimeter near the protected wetland area.
- f. **Tree removal**
We plan no tree removal. The garden will only be in areas currently without tree cover.
- g. **Parking**
For many years Kittel's Greenhouse had used the gravel area where we hope to park cars (as shown on the site drawing) with no hard surface. We would hope that the Maplewood City Council would allow us to continue to use this area as it currently exists.
Based on what we have learned by speaking with other community gardens, we anticipate that 15 parking spots should be adequate parking as most gardeners tend to show up at various times during the day. Gardeners will be required to use alternate lots if more than 15 spaces are needed. A few special events might draw many cars (spring planting day, harvest day, work days, etc.). For these occasions, parking can be handled at the McCarrons Pub and Grill and/or at Galilee Lutheran Church. For these events we will have parking attendants present to ensure people safely cross Rice Street.

Revised: 12/14

P:\com_dvpt\word\conditional use or pud application 2015

Environmental Review

Project: Galilee Lutheran Church Community Garden

Date of Plans: December 28, 2015

Date of Review: January 15, 2016

Location: 1958 Rice Street (former Ziittel's Greenhouse property) Shann Finwall, Environmental Planner

Reviewer: (651) 249-2304; shann.finwall@ci.maplewood.mn.us

Background

Project Background – Galilee Lutheran Church, located at 145 North McCarrons Boulevard in Roseville, is proposing a community garden in the vacant property located at 1958 Rice Street. The property is owned by St. Paul Regional Water Services. The Church will lease the property and construct a community garden to serve about 150 families in the area.

Environmental Issues - There is a Manage A wetland and significant trees located on the property. The community garden must comply with the City's wetland and tree preservation ordinances. The addition of a community garden in this neighborhood will assist with the promotion of urban agriculture and access to local food.

Discussion

- 1. Wetland:** The wetland ordinance requires a 100-foot buffer for a Manage A wetland. No building, grading, or stormwater structures can be located within the buffer.

Wetland Impacts: The community garden construction and activities will take place outside of the wetland buffer.

Wetland Recommendations: To ensure no impacts to the wetland and wetland buffer, the applicants should maintain stormwater best practices as needed and required in the City's grading permit process.

- 2. Trees:** 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. The ordinance requires any significant tree removed to be replaced based on a tree mitigation calculation. The calculation takes into account the size of a tree and bases replacement on that size.

Tree Impacts: The applicants state that no significant trees will be removed with the construction of the community garden.

Tree Recommendations: The significant trees will be protected from community garden construction and daily gardening impacts with the installation of the proposed fencing around the community garden.

3. **Urban Agriculture:** One of the Environmental and Natural Resources goals is the promotion of urban agriculture and access to local foods. Last year the Commission began a study of the City's ordinances and policies to make recommendations that will remove barriers and promote urban agriculture, while ensuring no negative impacts to surrounding properties. The recommendations will go before the Planning Commission and City Council for review once complete.

Urban Agriculture Issues: The Galilee Lutheran Church Community Garden proposal represents one of the barriers in the City's zoning code to urban agriculture. The barriers include the lack of clear language in the City's zoning code that specifically permits a community garden, and the cost of a conditional use permit and hard surface parking requirements which can prove prohibitive to a non-profit organization proposing a community garden.

Urban Agriculture Recommendations: The City should continue to work towards removing barriers to urban agriculture and local foods.

DRAFT
MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, FEBRUARY 23, 2016
7:00 P.M.

5. PUBLIC HEARING

b. 7:00 p.m. or later: Consider Approval of a Conditional Use Permit Resolution, Galilee Lutheran Church Community Garden, 1958 Rice Street

- i. Planning Technician, Daniela Lorenz gave the report on the Approval of a Conditional Use Permit Resolution for Galilee Lutheran Church Community Garden, 1958 Rice Street and answered questions of the commission.
- ii. Economic Development Coordinator, Michael Martin answered questions of the commission.
- iii. Ron Peterson, Galilee Lutheran Church, 145 McCarrons Blvd N., St. Paul, addressed and answered questions of the commission.

Chairperson Arbuckle opened the public hearing.

Nobody came forward to address the commission.

Chairperson Arbuckle closed the public hearing.

Commissioner Tripler moved to approve the applicant's plans for the proposed community garden and legal, non-conforming parking lot at 1958 Rice Street. Approval is subject to the following conditions: (changes to the conditions are underlined deletions are stricken.)

1. The proposed use must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
2. The city council shall review this permit in one year. Staff may approve minor changes.
3. Applicant shall obtain a grading permit from the city's public works department before any disturbances take place on site.
4. Applicant shall enter a shared parking agreement with McCarron's Pub and Grill to accommodate overflow parking needs for various events.
5. Satisfy the requirement set forth in the staff report authored by environmental planner, Shann Finwall, dated January 15, 2016.
6. Applicant shall obtain a building permit and structural engineer's report before constructing ~~the a proposed~~ fence 7 feet or taller along the perimeter of the garden area.

7. The existing, legal non-conforming parking lot may not be altered or expanded without gaining the required city approvals.

Seconded by Commissioner Ige.

Ayes - All

The motion passed.

This item goes to the city council on March 14, 2016.

CONDITIONAL USE PERMIT RESOLUTION

WHEREAS, Galilee Lutheran Church, has applied for a conditional use permit for a community garden and use of a legal, non-conforming parking lot in a business commercial (BC) zoning district.

WHEREAS, Sections 44-1092 of the city ordinances requires a conditional use permit for a public use in a BC (business commercial) district.

WHEREAS, this permit applies to the property located at 1958 Rice Street. The property's legal description is:

Subj To Drainage Esmt And Sth 49/126; Ex The N 44 Ft Of S 675 Ft Of W 142 Ft Os Sw 1/4 Of Nw 1/4 And Ex N 158 Ft Of S 631 Ft Of W 152 Ft Of Sw 1/4 Of Nw 1/4 And Ex S 158 Ft Of W 150 Ft Of Sw 1/4 Of Nw 1/4; The S 675 Ft Lying Wly Of Soo Line Ry R/w Of The Sw 1/4 Of Nw 1/4 Sec 18 Tn 29 Rn 22

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

1. On February 23, 2016, 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 _____ this permit.
2. On March 14, 2016, 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. The proposed use must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
2. The city council shall review this permit in one year. Staff may approve minor changes.
3. Applicant shall obtain a grading permit from the city's public works department before any disturbances take place on site.
4. Applicant shall enter a shared parking agreement with McCarron's Pub and Grill to accommodate overflow parking needs for various events.
5. Satisfy the requirements set forth in the staff report authored by environmental planner Shann Finwall, dated January 15, 2016.
6. Applicant shall obtain a building permit and structural engineer's report before constructing a fence that is 7 feet tall or higher along the perimeter of the garden area.
7. The existing, legal non-conforming parking lot may not be altered or expanded without gaining the required city approvals.

The Maplewood City Council _____ this resolution on March 14, 2016

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: March 14, 2016

	<u>Name - First & Last</u> <i>(please print clearly)</i>	<u>Address</u>	<u>Agenda Item</u>
1.			
2.	Bob Zick	Inside Insight NewsHour	J-1
3.	X Benjamin	Chron Reporter News	"
4.	Tim Kuley	Speechless	J1
5.	John WYKOFF	Same	Same
6.			
7.			
8.			
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