

The Listening Forum begins at 6:30 p.m. before the second and fourth regularly scheduled City Council meetings and replaces Visitor Presentations on the City Council Agenda.

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, February 11, 2013
City Hall, Council Chambers
Meeting No. 03-13

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

1. *Acknowledgement of Maplewood Residents Serving the Country*

C. ROLL CALL

Mayor's Address on Protocol:

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

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. Approval of January 28, 2013 City Council Workshop Meeting Minutes
2. Approval of January 28, 2013 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Commission & Board Appointments
 - a. Human Rights Commission
 - b. Parks & Recreation Commission
 - c. Planning Commission
 - d. Community Design Review Board

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

1. Approval of Claims
2. Approval of 2012 Budget Adjustment and Transfer for Taste of Maplewood
3. Approval of 2012 Budget Carryovers
4. Approval of Transfers from Tax Increment Funds for 2012
5. Approval of a Temporary Gambling Permit Resolution and Waive Permit Fees for Carver Elementary School
6. Approval of a Temporary Gambling Permit Resolution for MN Deer Hunters Association, Capitol Sportsmen Chapter
7. Approval of Renewal Fee Increase and Ordinance Amendment for Residential Alarm License
8. Heritage Preservation Commission 2012 Annual Report
9. Approval of Payment for Fire Station Roof Replacement
10. Approval of Resolution for Restatement of Maintenance Agreement Between MnDOT and City
11. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order

No. 1, East Metro Public Safety Training Center Phase I Bid Package 1 Improvements, City Project 09-09

12. 2012 Parks and Recreation Commission Report and 2013 Goals

13. Resolution Accepting Donation of Fur Trade Items to Maplewood Nature Center

14. Resolution Approving the Minnesota General Records Retention Schedule for Cities and Adopting the Records Retention, Preservation and Destruction Policies and Procedures Manual

H. PUBLIC HEARINGS

1. Hills and Dales Area Street Improvements, Project 09-15

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

b. Resolution Adopting Assessment Roll

I. UNFINISHED BUSINESS

1. Second Reading of the Wetland Ordinance Amendment

J. NEW BUSINESS

1. Consideration of Authorizing the Publication of the Environmental Assessment Worksheet (EAW) for the Proposed 3M Research and Development Building

K. AWARD OF BIDS

None

L. ADMINISTRATIVE PRESENTATIONS

1. Consider Cancellation of March 4 Council – Manager Workshop

M. COUNCIL PRESENTATIONS

None

N. 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 651.249.2001 to make arrangements. Assisted Listening Devices are also available. Please check with the City Clerk for availability.

RULES OF CIVILITY FOR OUR COMMUNITY

Following are some rules of civility the City of Maplewood expects of everyone appearing at Council Meetings – elected officials, staff and citizens. It is hoped that by following these simple rules, everyone's opinions can be heard and understood in a reasonable manner. We appreciate the fact that when appearing at Council meetings, it is understood that everyone will follow these principles: Show respect for each other, actively listen to one another, keep emotions in check and use respectful language

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
5:00 P.M. Monday, January 28, 2013
Council Chambers, City Hall

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 5:03 p.m. by Mayor Rossbach.

B. ROLL CALL

Will Rossbach, Mayor	Present
Robert Cardinal, Councilmember	Present
Rebecca Cave, Councilmember	Present
Kathleen Juenemann, Councilmember	Absent
Marvin Koppen, Councilmember	Present

C. APPROVAL OF AGENDA

Councilmember Cardinal moved to approve the agenda as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS

1. Gateway Corridor Alternatives Analysis Update Presentation by the Washington County Planning Department

Assistant City Manager Ahl gave a brief overview then introduced Lyssa Leitner, Project Manager from Washington County. Ms. Leitner gave a presentation on the Gateway Corridor Alternative Analysis Update and answered questions of the council.

2. Discussion on Request for Proposals for General Civil Attorney and Prosecuting Attorney Contract

Assistant City Manager Ahl gave the staff report and answered questions of the council. City Attorney Kantrud offered additional information and answered questions of the council.

F. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 6:22 p.m.

**MINUTES
MAPLEWOOD CITY COUNCIL**

Item E2

7:00 p.m., Monday, January 28, 2013
Council Chambers, City Hall
Meeting No. 01-12

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:01 p.m. by Mayor Rossbach.

Mayor Rossbach recognized Sergeant Daniel Began who is a member of the Air Force for serving our Country.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Will Rossbach, Mayor	Present
Robert Cardinal, Councilmember	Present
Rebecca Cave, Councilmember	Present
Kathleen Juenemann, Councilmember	Present – Arrived at 7:16 p.m.
Marvin Koppen, Councilmember	Present

D. APPROVAL OF AGENDA

Councilmember Cardinal moved to approve the Agenda as submitted.

Seconded by Councilmember Koppen Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of January 14, 2013 City Council Workshop Minutes

Councilmember Cardinal moved to approve the January 14, 2013 City Council Workshop Minutes as submitted.

Seconded by Councilmember Koppen Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

2. Approval of January 14, 2013 City Council Meeting Minutes

Councilmember Cave moved to approve the January 14, 2013 City Council Meeting Minutes as submitted.

Seconded by Councilmember Koppen Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

None

G. CONSENT AGENDA

Councilmember Koppen moved to approve agenda items G1-11.

Seconded by Councilmember Cardinal

Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

1. Approval of Claims

ACCOUNTS PAYABLE:

\$ 1,025,632.97	Checks # 88968 thru # 89032 dated 01/07/13 thru 01/15/13
\$ 399,733.54	Disbursements via debits to checking account dated 01/07/13 thru 01/11/13
\$ 184,487.63	Checks # 89033 thru # 89068 dated 01/22/13
\$ 262,118.06	Disbursements via debits to checking account dated 01/11/13 thru 01/18/13
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\$ 1,871,972.20	Total Accounts Payable

PAYROLL

\$ 602,937.56	Payroll Checks and Direct Deposits dated 01/18/13
\$ 763.00	Payroll Deduction check # 9988882 thru # 9988883 dated 01/18/13
<hr/>	
\$ 603,700.56	Total Payroll
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<u>\$ 2,475,672.76</u>	<u>GRAND TOTAL</u>

Councilmember Koppen moved to approve the Approval of Claims.

Seconded by Councilmember Cardinal

Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

2. Authorization to Make Payment for Eden Systems Yearly Support Contract

Councilmember Koppen moved to approve the payment for Eden Systems Support Contract.

Seconded by Councilmember Cardinal

Ayes – Mayor Rossbach, Council Members
Cardinal, Cave and Koppen

The motion passed.

3. Approval for Police Department to Accept Squad Light Bars

Councilmember Koppen moved to approve the acceptance of the awarded Squad Light Bars to the Maplewood Police Department from the Office of Traffic Safety.

RESOLUTION 13-1-843
RESOLUTION AUTHORIZING GIFT TO CITY

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

WHEREAS, the Office of Traffic Safety wishes to grant the City of Maplewood the following: two Whelen Liberty LC low-profile light bars, and;

WHEREAS, the Office of Traffic Safety has instructed that the City will be required to use the aforementioned for: police purposes only, and;

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

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

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

The Maplewood City Council passed this resolution by a super majority vote of its membership on January 28, 2013.

Seconded by Councilmember Cardinal

Ayes – Mayor Rossbach, Council Members
Cardinal, Cave and Koppen

The motion passed.

4. Approval for Police Department to Accept Donation from Schmelz Countryside

Councilmember Koppen moved to approve the donation from Schmelz Countryside and the necessary budget adjustments to be made for the Police Department to expend the funds.

RESOLUTION 13-1-844
RESOLUTION AUTHORIZING GIFT TO CITY

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

WHEREAS, Schmelz Countryside wishes to grant the City of Maplewood the following: \$2,500, and;

WHEREAS, Schmelz Countryside has instructed that the City will be required to use the aforementioned for: programs for youth and senior citizens, and;

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

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

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

The Maplewood City Council passed this resolution by a super majority vote of its membership on January 28, 2013.

Seconded by Councilmember Cardinal

Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

5. Approve Purchase of 1 Ton Truck and Two John Deere Park Maintenance Machines

Councilmember Koppen moved to approve to enter into contracts with the following vendors for purchases under the State Contract:

Frontier Ag and Turf	Two John Deere Machines, MN state contract # 41934
Midway Ford	Ford F350 cab and chassis, MN state contract # 55058
Towmaster Truck Equip.	Stake body and equipment, MN state contract # 48613
Crysteel Truck Equip.	Boss V-Plow, MN state contract # 48608

Seconded by Councilmember Cardinal

Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

6. Approval of Resolution to Increase the Scope of the Feasibility Study, Order Preliminary Design, and Increase the Project Budget, Arkwright-Sunrise Area Street Improvements, City Project 12-09

Public Works Director/City Engineer Thompson gave the staff report and answered questions of the council.

Councilmember Koppen moved to approve the attached resolution expanding the scope of the feasibility study, authorizing design work, and establishing a project budget of \$300,000 for the Arkwright-Sunrise Area Street Improvements, City Project 12-09.

RESOLUTION 13-1-845
INCREASING THE SCOPE OF THE FEASIBILITY STUDY, AUTHORIZING DESIGN,
AND INCREASING THE PROJECT BUDGET

WHEREAS, it is proposed to make improvements to the Arkwright-Sunrise Area Streets, City Project 12-09 and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

WHEREAS, On July 23, 2012 the City Council authorized the preparation of the feasibility study and established a project budget of \$80,000,

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

1. The scope of the feasibility study is to include Eldridge Avenue East and Burr Street North (which lie just east of Desoto Street and south of County Road B East) for possible pavement rehabilitation. The scope of the feasibility study is to also include County Road B East from Interstate 35E to Edgerton Street and Edgerton Street from County Road B to Highway 36 for sidewalk and trail improvements (not road improvements). The City Engineer is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the additional improvements are necessary, cost effective and feasible, and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.
2. The City Engineer is hereby directed to conduct design work for the making of said improvement.
3. FURTHERMORE, the finance manager is hereby authorized to adjust the project budget from \$80,000 to \$300,000.

Approved this 28th day of January 2013

Seconded by Councilmember Cardinal

Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

7. Approval of Change Order No. 3, Gladstone Area Improvements – Bid Package 1, Project 04-21.

City Engineer/Public Works Director Thompson gave the staff report and answered questions of the council. City Attorney Kantrud answered additional questions of the council.

Councilmember Koppen moved to approve the resolution directing modification of the existing construction contract, Change Order No. 3, for the Gladstone Area Phase I Improvements, City Project 04-21. Authorization is given to the City Engineer to reduce retainage on the existing construction contract for City Project 04-21 from 5% to 1%.

RESOLUTION 13-1-846
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 04-21, CHANGE ORDER NO. 3
AND REDUCING RETAINAGE

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvements Project 04-21, Gladstone Area Phase I Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Improvement Project 04-21, Change Order No. 3.

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

1. The mayor and city clerk are hereby authorized and directed to modify the existing contract by executing said Change Order No. 3 which is an increase of \$231,549.51.

The revised contract amount is \$3,784,017.25.

2. The retainage within the construction contract is hereby authorized to be reduced, at the discretion of the City Engineer, from 5% to 1%.

Adopted by the Maplewood City Council on this 28th day of January 2013.

Seconded by Councilmember Cardinal

Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

8. Approval of Police Department Expansion Project Items

Councilmember Koppen moved to approve the Police Department Expansion Project items listed.

- Commercial Furniture Systems (CFS) – Office furniture purchases and installation for Phase 1 utilizing US Communities pricing – **\$21,700**
- City of Maplewood – Staff is requesting the waiving of City permit fees for all phases – **TBD**
- Mid-America Business Systems – Originally installed our Lektriever file storage units (2) and will disassemble and move to Public Works - **\$14,108**
- Chris Mastell Trailer Rentals – Rental of temporary storage – **Est. \$5,400**
- Dumpster rental throughout project – **Est. \$10,000**
- Electrowatchman – City security system changes and updates – **Est. \$10,000**
- Line 1 Partners – Low voltage cabling throughout new areas – **Est. \$5,000**

Seconded by Councilmember Cardinal

Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

9. Commission Handbook Revisions for the Housing and Economic Development Commission

Councilmember Koppen moved to adopt the language updated to the Commission Handbook to reflect the termination of the HRA and BEDC and their reforming into the HEDC. Also, the revision of the Language that would separate the Community Development and Parks & Recreation Departments.

Seconded by Councilmember Cardinal

Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

10. Conditional Use Permit Review for LaMettry Collision Auto Repair, 2951 Maplewood Drive

Councilmember Koppen moved to review the Conditional Use Permit for LaMettry Collision Auto Repair in one year.

Seconded by Councilmember Cardinal

Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

11. Conditional Use Permit Termination for Allowing Parking as a Primary Use, 2951 Maplewood Drive

Councilmember Koppen moved to approve the Resolution terminating the Conditional Use Permit for parking as primary use for 2951 Maplewood Drive.

RESOLUTION 13-1-847
CONDITIONAL USE PERMIT
TERMINATION RESOLUTION

WHEREAS, Mr. McDaniels, of Maplewood Toyota, received approval from the Maplewood City Council on August 8, 2005, for a conditional use permit allowing parking as a primary use.

WHEREAS, Maplewood Toyota no longer owns this property which is now home to LaMettry Collision Auto Repair, therefore there is no need for this conditional use permit.

WHEREAS, this permit applies to the property at 2951 Maplewood Drive. The legal description is:

SECTION 4, TOWNSHIP 29, RANGE 22, EX N 409.5 FT & EX W 197.4 FT OF NWLY 469.5 FT & EX S 698 FT THE FOL; THE E 723.4 FT LYING WLY OF HWY OF SE ¼ OF NE ¼ (SUBJ TO RD & EASEMENTS) IN SEC 04, TN 29, RN 22.

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

1. On January 28, 2013 the city council terminated this conditional use permit since the applicant, Maplewood Toyota, no longer owns this property and there is now a building on site.

NOW, THEREFORE, BE IT RESOLVED that the city council terminates the above-described conditional use permit because parking as a primary use it no longer an acceptable use for this site.

The Maplewood City Council approved this resolution of termination on January 28, 2013.

Seconded by Councilmember Cardinal

Ayes – Mayor Rossbach, Council Members Cardinal, Cave and Koppen

The motion passed.

H. PUBLIC HEARING

1. First Reading of the Wetland Ordinance Amendment

Environmental Planner Finwall gave the staff report.

Mayor Rossbach opened the public hearing. The following person spoke:

1. Sharon Sandeen, Maplewood Resident

Mayor Rossbach closed the public hearing.

Councilmember Koppen moved to approve the first reading of the Wetland Ordinance Amendment.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

I. UNFINISHED BUSINESS

1. Approval of 2013 Rules of Procedure for City Council and Council Meetings Manual

City Clerk Guilfoile gave the staff report.

Councilmember Cardinal moved to approve the changes recommended by staff to 2013 Rules of Procedure for City Council and Council Meetings Manual, Section 14 – Council Administrative Policies Section D. Other Matter located on Page 11 regarding the Maplewood Monthly.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Approval of a Resolution Authorizing Submission of Request for State Bonding Funds for East Metro Training Facility

Fire Chief Lukin gave the staff report.

Councilmember Juenemann moved to approve the resolution authorizing submission of request for State Bonding Funds in the amount of \$1 million dollars for the completion of construction for Phase 1 of the Regional East Metro Public Safety Training Facility.

RESOLUTION
AUTHORIZING SUBMISSION OF REQUEST FOR
STATE BONDING FUNDS FOR THE COMPLETION OF CONSTRUCTION FOR PHASE 1 OF
THE REGIONAL EAST METRO PUBLIC SAFETY TRAINING FACILITY

WHEREAS, the Minnesota State Legislature is accepting allocations for Capital Bonding Requests for the 2013 Legislative Session; and

and recommendation of city staff. The planning commission recommended that the city council approve this permit.

2. On January 10, 2011, the city council considered reports and recommendations of the city staff and planning commission.

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

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

Approval is subject to the following conditions:

1. All construction shall follow the site plan approved by the city. Staff may approve minor changes.
2. The proposed use must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. The temporary homeless shelter shall be limited to a period of two months each year. The number of residents sheltered shall not exceed 20 persons at a time as proposed.
5. Woodland Hills Church shall provide constant supervision when the temporary shelter is in operation.

6. Woodland Hills Church shall comply with all requirements of the Maplewood Building Official, Fire Marshal and Health Officer prior to beginning the operation of the temporary shelter.
7. Any changes in use or the operation of the temporary shelter or expansion of the church shall require review by the city council.
8. Any plans for changes to the building exterior, other than painting or repairs, shall be submitted to the community design review board, for review and approval.
9. The applicant shall notify city staff prior to operating the temporary shelter so the city can assure compliance with the allowed two months per year of the homeless shelter.

The Maplewood City Council approved this resolution on January 28, 2013.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Consider Resolution Adopting Living Streets Policy, City Project 11-11

Public Works Director/City Engineer Thompson gave the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the Resolution Adopting the Living Streets Policy, City Project 11-11.

RESOLUTION 13-1-849
ADOPTING LIVING STREETS POLICY

WHEREAS, the Maplewood City Council previously directed staff to identify various city services or practices that could be delivered in a more sustainable manner, and

WHEREAS, the staff created a Living Streets Sustainability Work Group comprised of eight staff members and met three times in 2010, and

WHEREAS, a Task Force was then created consisting of 10 members ranging from board and commission members, one council member, and staff members, and met three times in 2011, and

WHEREAS, the Living Street Policy was presented twice to the Planning Commission, twice to the Community Design Review Board, and twice to the Environmental and Natural Resources Commission, and

WHEREAS, the Living Streets Policy seeks to: encourage people to travel by walking or bicycling, enhance safety and security of streets, calm traffic, create livable neighborhoods, improve stormwater quality, enhance the urban forest, improve community aesthetics, reduce life cycle costs, and

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

The Living Streets Policy is hereby adopted by the City Council of Maplewood, Minnesota on this 28th day of January 2013, and

It is further resolved that staff shall update the Living Streets Policy from time to time to ensure its relevant and effectiveness in meeting the identified goals of the Policy.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

Carol Mason Sherril, Environmental and Natural Resource Commissioner was present and addressed the council and gave additional input regarding the Adopting the Living Streets Policy.

3. Consideration of a Resolution Supporting the Findings of the Gateway Corridor Alternatives Analysis Study

Councilmember Koppen moved to approve the Resolution Supporting the Findings of the Gateway Corridor Alternatives Analysis Study.

RESOLUTION 13-1-850
Resolution Supporting the Findings of the
Gateway Corridor Alternatives Analysis Study

WHEREAS, the Gateway Corridor Commission was established in March of 2009 to address transportation needs in the Gateway (I-94) Corridor; and

WHEREAS, the Gateway Corridor is the principal east/west route for local, regional and interregional traffic through Ramsey, Washington, and St. Croix Counties connecting St. Paul and Minneapolis to the eastern metropolitan area and Wisconsin; and

WHEREAS, the Maplewood is an active member of the Gateway Corridor Commission;
and

WHEREAS, the Commission initiated an alternatives analysis study to identify the transit solution that best meets the needs of the Gateway Corridor; and

WHEREAS, these needs include the Commission's established goals to improve mobility, provide a cost-effective economically viable solution that promotes economic development, protects the natural environment, and preserves community quality of life and overall safety; and

WHEREAS, the study concluded that the alignment along Hudson Road connecting the eastern metropolitan area to the region's transit system via Union Depot best meets the needs of the Gateway Corridor; and

WHEREAS, the study recommended that both Optimized Alternative 3 Bus Rapid Transit (BRT) and Optimized Alternative 5 - Light Rail Transit (LRT) adjacent to Hudson Road advance into the next phase in the transitway development process which is the preparation of a Draft Environmental Impact Statement (DEIS); and

WHEREAS, a locally preferred alternative (LPA) will be officially adopted as part of the DEIS process were additional input will be garnered from the public and business sector; and

WHEREAS, the findings of the study are based on a rigorous technical analysis and reflective of the input received by the community throughout the planning process; and

WHEREAS, Maplewood will continue to work with the Gateway Corridor Commission to plan for future transit improvements in the Gateway Corridor and the surrounding land uses within the station areas; and

NOW, THEREFORE, BE IT RESOLVED that the Maplewood city council supports the findings of the Gateway Corridor Alternatives Analysis Study.

The Maplewood City Council approved this resolution of support on January 28, 2013.

Seconded by Councilmember Cave

Ayes – Mayor Rossbach, Council Members
Cardinal, Cave and Koppen
Abstain - Councilmember Juenemann due to
her absence from the Workshop

The motion passed.

4. Meeting of the Economic Development Authority [Council Serves as the EDA]

Mayor Rossbach recessed the City Council Meeting and called to order the Economic Development Authority Meeting.

Mayor Rossbach called the Meeting of the City Council back to order.

5. Approval of Resolution Authorization Legislation Request for Tax Increment Financing District for Research and Development Lab Facility on 3M Campus

Councilmember Cardinal moved to approve the Resolution of Support for Special Legislation in connection with one or more proposed Tax Increment Financing Districts as the Maplewood City Council.

RESOLUTOIN
RESOLUTION SUPPORTING SPECIAL LEGISLATION
IN CONNECTION WITH ONE OR MORE
PROPOSED TAX INCREMENT FINANCING DISTRICTS

BE IT RESOLVED by the City Council (the "Council") of the City of Maplewood, Minnesota (the "City"), acting in their authority as the Economic Development Authority (the "EDA"), as follows:

- (i) Findings.
 - (a) It is proposed that 3M construct a new research and development facility in the City and undertake certain renovation and renewal of its facilities (the "Project") located within the 3M campus in the City (the "Project Area").
 - (b) It is proposed that the City will construct a fire station and a city emergency operating center that will provide fire protection and emergency medical services (the "Emergency Facilities") in the Project Area.
 - (c) Existing tax increment financing statutes are inadequate to provide for tax increment financing for the Project and the Emergency Facilities.
 - (d) The City, acting through the EDA, and 3M desire to propose special legislation to be adopted by the Minnesota Legislature that will provide tax increment financing assistance to the Project and the Emergency Facilities under the current tax

Mayor Rossbach moved to approve the Resolution Order Preparation of Assessment Roll.

RESOLUTION 13-1-853
ORDERING PREPARATION OF ASSESSMENT ROLL

WHEREAS, the city clerk and city engineer will receive bids for the TH 36/English Street Interchange Improvement, City Project 09-08,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that the city clerk and city engineer shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land abutting on the streets affected, without regard to cash valuation, as provided by law, and they shall file a copy of such proposed assessment in the city office for inspection.

FURTHER, the clerk shall, upon completion of such proposed assessment notify the council thereof.

Adopted by the City Council on this 28th day of January, 2013.

Seconded by Councilmember Koppen Ayes – All

Mayor Rossbach moved to approve staff moving forward with negotiations that are required with the Ramsey County Regional Rail Authority pertaining to the replacement of the pedestrian bridge across Highway 36. Councilmember Juenemann would like to underline the statement that says "The City understands that by Ramsey County Regional Rail Authority signing this agreement it does not obligate the City to provide for a replacement rail bridge" nor "will the City have no part in the ownership or maintenance of that pedestrian bridge facility".

Seconded by Councilmember Koppen Ayes – All

The motion passed.

L. ADMINISTRATIVE PRESENTATIONS

None

M. COUNCIL PRESENTATIONS

1. Fish Creek Event

Councilmember Juenemann reminded residents that the Fish Creek Event-Minnesota Get Together on February 22, 2013 is at the Maplewood Community Center from 5:30 p.m. to 9:00 p.m.

N. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 8:57 p.m.

Agenda Report

TO: James W. Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
 Sarah Burlingame, Senior Administrative Assistant
DATE: February 6, 2013
SUBJECT: **Commissioner Appointments**
 a. **Human Rights Commission**
 b. **Parks & Recreation Commission**
 c. **Planning Commission**
 d. **Community Design Review Board**

INTRODUCTION/SUMMARY

There are a total of seven openings: one on the Human Rights Commission, two on the Parks & Recreation Commission, two on the Planning Commission and two on the Community Design Review Board. These openings are due to terms expiring and resignations. The City has advertised and accepted applications from interested individuals. The City Council then interviewed the candidates for these commissions and filled out ballots on February 4, 2013, which staff has tallied.

The tallied ballots show one of the candidates, Bill Kempe, to be appointed to two commissions, the Planning Commission and the Community Design Review Board. Staff has spoken with Mr. Kempe and he has indicated that he is willing and able to serve on both commissions. The Council should decide if they would like Mr. Kempe to serve on both commissions or just one.

RECOMMENDATION

Staff recommends the City Council approve the attached resolution to appoint candidates to the commissions indicated.

Human Rights Commission

- Yaya Diatta, term expires May 1, 2015

Parks & Recreation Commission

- Terri Mallet, term expires April 30, 2014
- Ron Cockriel, term expires April 30, 2016

Planning Commission

- John Donofrio, term expires December 31, 2014
- Bill Kempe, term expires December 31, 2013

Community Design Review Board

- Leo Burger, term expires April 30, 2016
- Bill Kempe, term expires April 30, 2015

Attachments:

1. Resolution for Appointment

RESOLUTION NO. _____

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

Hereby appoints the following individuals, who have interviewed with the Maplewood City Council, to serve on the following commissions:

Human Rights Commission

- Yaya Diatta, term expires May 1, 2015

Parks & Recreation Commission

- Terri Mallet, term expires April 30, 2014
- Ron Cockriel, term expires April 30, 2016

Planning Commission

- John Donofrio, term expires December 31, 2014
- Bill Kempe, term expires December 31, 2013

Community Design Review Board

- Leo Burger, term expires April 30, 2016
- Bill Kempe, term expires April 30, 2015

AGENDA REPORT

TO: City Council
FROM: Finance Manager
RE: APPROVAL OF CLAIMS
DATE: February 11, 2013

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:

\$ 385,561.52	Checks # 89069 thru # 89110 dated 01/18/13 thru 01/29/13
\$ 412,019.06	Disbursements via debits to checking account dated 01/22/13 thru 01/25/13
\$ 324,640.63	Checks # 89111 thru # 89147 dated 02/05/13
\$ 6,348,960.56	Disbursements via debits to checking account dated 01/28/13 thru 02/01/13
\$ 7,471,181.77	Total Accounts Payable

PAYROLL

\$ 547,562.75	Payroll Checks and Direct Deposits dated 02/01/13
\$ 763.00	Payroll Deduction check # 9989114 thru # 9989115 dated 02/01/13
\$ 548,325.75	Total Payroll
\$ 8,019,507.52	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.

as
attachments

**Check Register
City of Maplewood**

01/25/2013

Check	Date	Vendor	Description	Amount	
89069	01/18/2013	04839	LADONNA HOLMBERG	TIMESHEET HRS INCORRECT	139.48
89070	01/24/2013	02464	US BANK	FUNDS FOR ATMS	10,000.00
89071	01/25/2013	02464	US BANK	FUNDS FOR ATMS	10,000.00
89072	01/29/2013	04206	H.A. KANTRUD	ATTORNEY SRVS FEES/RENT - FEB	15,433.33
89073	01/29/2013	03809	CASIE JACKSON	RED CROSS BABYSITTING INSTRUCTION	112.00
89074	01/29/2013	00985	METROPOLITAN COUNCIL	WASTEWATER - FEB	217,290.63
89075	01/29/2013	01819	PAETEC	LOCAL PHONE SERVICE 12/15 - 01/14	766.89
89076	01/29/2013	03334	UNIQUE PAVING MATERIALS CORP	WINTER PATCH MATERIAL	233.42
89077	01/29/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	5,873.00
	01/29/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,277.76
	01/29/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	353.19
	01/29/2013	01190	XCEL ENERGY	FIRE SIRENS	50.19
89078	01/29/2013	05179	NATHAN ALBERG	GRAPHIC DESIGN WORK ON LOGOS	420.00
89079	01/29/2013	00111	ANIMAL CONTROL SERVICES	BOARDING & DESTRUCTION FEES	1,539.02
89080	01/29/2013	02141	ATLAS OUTFITTERS	WATER RESCUE ITEMS	2,772.00
89081	01/29/2013	03958	MARKESE BENJAMIN	REIMB FOR UNIFORM 11/3 - 11/23	56.49
89082	01/29/2013	00211	BRAUN INTERTEC CORP.	PROJ 11-15 PROF SRVS THRU 12/28	370.00
89083	01/29/2013	00261	CAREFREE COTTAGES OF MAPLEWOOD	TIF PMT TO DEVELOPER 2ND HALF 2012	45,261.00
89084	01/29/2013	04155	CIVICPLUS	ANNUAL FEE FOR WEBSITE SERVICE	10,366.80
89085	01/29/2013	02567	EVERGREEN LAND SERVICES	PROJ 09-08 ACQUISITION SERVICES	375.00
89086	01/29/2013	00543	GE CAPITAL	RICOH 1515 COPIER EQUIP BUYOUT	203.07
89087	01/29/2013	05055	HEALTHEAST VEHICLE SERVICES	NEW SQUAD BUILDS & REPAIRS	9,039.46
	01/29/2013	05055	HEALTHEAST VEHICLE SERVICES	NEW SQUAD BUILDS & REPAIRS	8,413.36
	01/29/2013	05055	HEALTHEAST VEHICLE SERVICES	NEW SQUAD BUILDS & REPAIRS	369.31
89088	01/29/2013	03323	IDENTI-KIT SOLUTIONS	LEASE - SUSPECT COMPOSITE PROG	350.00
89089	01/29/2013	04992	KERN, DEWENTER, VIERE, LTD	2012 AUDIT	5,000.00
89090	01/29/2013	01079	MN CHIEFS OF POLICE ASSN	MEMBERSHIP DUES	320.00
89091	01/29/2013	01088	MN POLLUTION CONTROL AGENCY	PROJ 09-09 INVESTIGATION CLEANUP	1,000.00
89092	01/29/2013	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - DECEMBER	2,795.66
	01/29/2013	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHARGE - JAN	1,068.75
89093	01/29/2013	00001	ONE TIME VENDOR	M GOETZEL CN 10009662	951.00
89094	01/29/2013	00001	ONE TIME VENDOR	D BATTERSON CN 10005431	508.00
89095	01/29/2013	00001	ONE TIME VENDOR	REFUND S HEMMONS FOR TRANS MEDIC	291.00
89096	01/29/2013	00001	ONE TIME VENDOR	REFUND S FLYNN UCARE BENEFIT	238.27
89097	01/29/2013	00001	ONE TIME VENDOR	S VANG CN 10018754	100.00
89098	01/29/2013	00001	ONE TIME VENDOR	REFUND C VOSS BAL MEMBERSHIP	43.92
89099	01/29/2013	00001	ONE TIME VENDOR	REFUND BUNKOWSKI BAL MEMBERSHIP	36.15
89100	01/29/2013	04276	PARTNERS IN EDUCATION INC	INSTRUCTION FEES	480.00
	01/29/2013	04276	PARTNERS IN EDUCATION INC	INSTRUCTION FEES	384.00
89101	01/29/2013	01295	PREMIER BANK	SAFE DEPOSIT BOX RENT - BOX #149	80.00
89102	01/29/2013	00396	MN DEPT OF PUBLIC SAFETY	SRVS (CJDN) PROVIDED TO PD-4TH QTR	1,920.00
89103	01/29/2013	01341	RAMSEY CTY FIRE CHIEFS ASSN	MEMBERSHIP DUES	60.00
89104	01/29/2013	05180	ROGER AND NAOMI INC.	REIMB APPRAISAL COST PARCEL #20	5,000.00
89105	01/29/2013	02001	CITY OF ROSEVILLE	PHONE SERVICE - JAN	1,436.20
89106	01/29/2013	01836	CITY OF ST PAUL	SRVS (RMS) PROVIDED TO PD - JAN	5,196.09
	01/29/2013	01836	CITY OF ST PAUL	PROJ 11-15 RAISE GATE BOXES	1,231.14
89107	01/29/2013	04357	UNIVERSAL HOSPITAL SRVS, INC.	BIOMEDICAL SERVICE	252.00
89108	01/29/2013	02464	US BANK	REPLENISH & INCREASE SEU BUY FUND	290.00
	01/29/2013	02464	US BANK	REPLENISH THE SEU BUY FUND	157.00
89109	01/29/2013	03825	VAN DYKE STREET HOMES	TIF PAYMENT TO DEVELOPER 2ND HALF	10,828.53
89110	01/29/2013	01771	CITY OF WHITE BEAR LAKE	RAMSEY CO GIS USER GROUP FEE	3,828.41
				385,561.52	

42 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/22/2013	MN State Treasurer	Drivers License/Deputy Registrar	21,965.79
1/22/2013	Pitney Bowes	Postage	2,985.00
1/22/2013	MN Dept of Revenue	Sales Tax	9,725.00
1/22/2013	U.S. Treasurer	Federal Payroll Tax	123,566.09
1/22/2013	P.E.R.A.	P.E.R.A.	87,859.61
1/22/2013	MidAmerica - ING	HRA Flex plan	16,087.73
1/22/2013	Labor Unions	Union Dues	3,556.64
1/23/2013	MN State Treasurer	Drivers License/Deputy Registrar	45,718.54
1/23/2013	MN Dept of Revenue	Fuel Tax	766.65
1/23/2013	MN State Treasurer	State Payroll Tax	24,827.86
1/24/2013	MN State Treasurer	Drivers License/Deputy Registrar	33,830.45
1/25/2013	MN State Treasurer	Drivers License/Deputy Registrar	39,703.14
1/25/2013	Optum Health	DCRP & Flex plan payments	1,426.56
TOTAL			412,019.06

**Check Register
City of Maplewood**

02/01/2013

Check	Date	Vendor	Description	Amount	
89111	02/05/2013	02149	HEIDI CAREY	MARKETING & ADVERTISING - JAN	4,000.00
	02/05/2013	02149	HEIDI CAREY	4TH QTR COMMISSION	151.74
89112	02/05/2013	00585	GOPHER STATE ONE-CALL	ANNUAL FEE 2013	100.00
89113	02/05/2013	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD MONTHLY - JAN	7,300.22
89114	02/05/2013	01337	RAMSEY COUNTY-PROP REC & REV	PROJ 11-14 FILING & RECORDING FEES	166.00
	02/05/2013	01337	RAMSEY COUNTY-PROP REC & REV	PROJ 09-08 FILING & RECORDING FEES	46.00
	02/05/2013	01337	RAMSEY COUNTY-PROP REC & REV	PROJ 11-09 FILING & RECORDING FEES	46.00
89115	02/05/2013	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - DEC 1-15	871.50
	02/05/2013	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - DEC 16-31	553.50
89116	02/05/2013	01574	T.A. SCHIFSKY & SONS, INC	SAND FOR SAND BAGS	55.15
89117	02/05/2013	04845	TENNIS SANITATION LLC	RECYCLING FEE - JANUARY	27,499.50
89118	02/05/2013	01615	THERMO-DYNE, INC.	REPAIR AQUATIC AREA AIR UNIT	10,526.85
89119	02/05/2013	04252	TOWMASTER TRUCK EQUIP. INC.	INSTALLATION OF RECEIVER TUBE	229.78
89120	02/05/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	11,282.02
	02/05/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	9,581.18
	02/05/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	3,805.53
89121	02/05/2013	00111	ANIMAL CONTROL SERVICES	PATROL & CALL-OUT HOURS 1/13-1/27	1,455.00
89122	02/05/2013	04848	AVESIS	MONTHLY PREMIUM - FEBRUARY	240.67
89123	02/05/2013	04471	B&B AVM INC.	SOUND TECHNICIAN MCC JAN 19	500.00
89124	02/05/2013	04851	BMI	LICENSING AGREEMENT 2013	327.00
89125	02/05/2013	02624	CARGILL INCORPORATED	TREATED ROAD SALT~	13,319.28
89126	02/05/2013	04911	DECKCI DECOR	LINENS FOR BRIDAL EXPO MCC FEB 2	192.38
89127	02/05/2013	05181	DERAU CONSTRUCTION	POLICE DEPT EXPANSION PROJ	8,730.50
89128	02/05/2013	00472	MICHAEL A ERICSON	CONSULTING FEES 1/14 - 1/25	1,150.00
89129	02/05/2013	02929	GLTC PREMIUM PAYMENTS	LTC MONTHLY PREMIUM - FEBRUARY	336.72
89130	02/05/2013	00644	HEALTHPARTNERS	MONTHLY PREMIUM - FEBRUARY	12,198.65
89131	02/05/2013	03597	MARY JO HOFMEISTER	REIMB FOR MILEAGE 1/10 - 1/29	13.85
89132	02/05/2013	00827	L M C I T	CLAIM DEDUCTIBLE C0017890	1,000.00
89133	02/05/2013	00857	LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS CONTROL WORKSHOP	20.00
89134	02/05/2013	03818	MEDICA	MONTHLY PREMIUM - FEBRUARY	154,029.69
89135	02/05/2013	01126	NCPERS MINNESOTA	MONTHLY PREMIUM - FEBRUARY	528.00
89136	02/05/2013	02909	NORTH AMERICAN SALT CO	ROAD SALT~	18,639.15
89137	02/05/2013	00001	ONE TIME VENDOR	HMONG AMERICAN CHARITABLE GAMBLING	878.40
89138	02/05/2013	00001	ONE TIME VENDOR	REFUND K HERMANSON BCBS BENEFIT	40.00
89139	02/05/2013	04410	OWEN LEE RECORDINGS, LLC	M ZELLAR CONCERT MCC JAN 19	2,472.00
89140	02/05/2013	04964	POINTS TO HEALTH LLC	ACUPUNCTURE SESSIONS - DEC	150.00
	02/05/2013	04964	POINTS TO HEALTH LLC	ACUPUNCTURE SESSIONS - JAN	135.00
89141	02/05/2013	02008	RAMSEY COUNTY PUBLIC WORKS	EMERGENCY PRE-EMPTION SYS SERVICE	903.77
	02/05/2013	02008	RAMSEY COUNTY PUBLIC WORKS	TRAFFIC SIGNAL LAMPING 36 & ENGLISH	131.69
89142	02/05/2013	01359	REGAL AUTO WASH BILLING	CAR WASHES - DEC	75.00
89143	02/05/2013	01418	SAM'S CLUB DIRECT	CONCESSIONS	246.89
	02/05/2013	01418	SAM'S CLUB DIRECT	VENDING MACHINE SUPPLIES	202.82
	02/05/2013	01418	SAM'S CLUB DIRECT	CONCESSIONS	197.90
	02/05/2013	01418	SAM'S CLUB DIRECT	SUPPLIES	12.98
	02/05/2013	01418	SAM'S CLUB DIRECT	CONCESSIONS	-13.91
89144	02/05/2013	04262	GREG SCHULZE	GOLF INSTRUCTION WINTER 2012	240.00
89145	02/05/2013	03616	SIBLEY COVE, LTD PARTNERSHIP	TIF PMT TO DEVELOPER 2ND HALF 2012	29,121.32
89146	02/05/2013	01836	CITY OF ST PAUL	STREET LIGHT REMOVAL FROST/ESHORE	205.16
89147	02/05/2013	05013	YALE MECHANICAL LLC	HVAC MAINTENANCE SERVICE	745.75

324,640.63

37 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/28/2013	MN State Treasurer	Drivers License/Deputy Registrar	34,733.25
1/28/2013	MN Dept of Natural Resources	DNR electronic licenses	759.00
1/29/2013	MN State Treasurer	Drivers License/Deputy Registrar	90,587.17
1/30/2013	MN State Treasurer	Drivers License/Deputy Registrar	27,886.40
1/30/2013	US Bank	Bank fees	110.99
1/31/2013	MN State Treasurer	Drivers License/Deputy Registrar	23,455.98
2/1/2013	MN State Treasurer	Drivers License/Deputy Registrar	22,777.45
2/1/2013	US Bank Merchant Services	Credit Card Billing fee	3,374.72
2/1/2013	US Bank	Debt Service payments	6,058,399.41
2/1/2013	ICMA (Vantagepointe)	Deferred Compensation	4,164.15
2/1/2013	MN Dept of Natural Resources	DNR electronic licenses	1,249.00
2/1/2013	US Bank VISA One Card*	Purchasing card items	45,431.44
2/1/2013	ING - State Plan	Deferred Compensation	28,729.00
2/1/2013	Optum Health	DCRP & Flex plan payments	7,302.60
TOTAL			6,348,960.56

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
01/15/2013	01/17/2013	GRUBERS POWER EQUIPMENT	\$53.74	DAVE ADAMS
01/17/2013	01/18/2013	GANDER MOUNTAIN	\$64.24	DAVE ADAMS
01/22/2013	01/23/2013	HENRIKSEN ACE HARDWARE	\$8.02	DAVE ADAMS
01/11/2013	01/14/2013	BEST BUY MHT 00000109	(\$32.12)	R CHARLES AHL
01/11/2013	01/14/2013	TARGET 00011858	\$16.06	R CHARLES AHL
01/11/2013	01/14/2013	U OF M CCE NONCREDIT	\$345.00	R CHARLES AHL
01/18/2013	01/21/2013	MINNESOTA SOCIETY00 OF 00	\$335.00	R CHARLES AHL
01/24/2013	01/25/2013	UNIFORMS UNLIMITED INC.	\$76.10	MARK ALDRIDGE
01/10/2013	01/14/2013	STREICHER'S MO	\$95.33	LONN BAKKE
01/14/2013	01/16/2013	CPS INC-DARECATALOUGE.COM	\$162.00	LONN BAKKE
01/24/2013	01/25/2013	CPS INC-DARECATALOUGE.COM	\$370.36	LONN BAKKE
01/10/2013	01/14/2013	GOVERNMENT FINANCE OFFIC	\$330.00	GAYLE BAUMAN
01/17/2013	01/21/2013	OFFICE DEPOT #1090	\$77.20	REGAN BEGGS
01/19/2013	01/21/2013	OFFICE DEPOT #1079	\$15.90	REGAN BEGGS
01/21/2013	01/22/2013	ST PAUL STAMP WORKS INC	\$109.88	REGAN BEGGS
01/23/2013	01/24/2013	ST PAUL STAMP WORKS INC	\$90.80	REGAN BEGGS
01/24/2013	01/25/2013	DRIVERS LICENSE GUIDE	\$28.95	REGAN BEGGS
01/22/2013	01/24/2013	SPORTS AUTHORI00007013	\$32.14	MARKESE BENJAMIN
01/23/2013	01/24/2013	ZAP*ZAPPOS.COM	\$87.99	MARKESE BENJAMIN
01/17/2013	01/18/2013	CRUTCHFIELD.COM	\$149.97	CHAD BERGO
01/18/2013	01/21/2013	TIGER OAK	\$600.00	CHRISTINE BERNARDY
01/17/2013	01/18/2013	WALGREENS #2805	\$8.00	OAKLEY BIESANZ
01/16/2013	01/17/2013	TARGET 00011858	\$42.20	NEIL BRENEMAN
01/11/2013	01/14/2013	RU2 SYSTEMS	\$215.00	TROY BRINK
01/18/2013	01/21/2013	SHARROW LIFTING PRODUCTS	\$122.05	TROY BRINK
01/23/2013	01/24/2013	HAR MAR LOCK AND KEY	\$196.75	TROY BRINK
01/24/2013	01/25/2013	HENRIKSEN ACE HARDWARE	\$7.24	BRENT BUCKLEY
01/24/2013	01/25/2013	MENARDS 3059	\$13.75	BRENT BUCKLEY
01/14/2013	01/16/2013	SUBWAY 00052159	\$60.63	SARAH BURLINGAME
01/17/2013	01/21/2013	OFFICE DEPOT #1090	\$68.15	SARAH BURLINGAME
01/20/2013	01/21/2013	SUPERAMERICA 4022	\$22.22	DAN BUSACK
01/20/2013	01/21/2013	SUPERAMERICA 4022	\$29.12	DAN BUSACK
01/22/2013	01/23/2013	DAVANNI'S #1	\$19.65	DAN BUSACK
01/18/2013	01/21/2013	BROWNELLS INC	\$85.93	DANIEL BUSACK
01/16/2013	01/18/2013	NAPA STORE 3279016	\$24.14	JOHN CAPISTRANT
01/19/2013	01/21/2013	AUTOZONE #3082	\$25.69	JOHN CAPISTRANT
01/16/2013	01/18/2013	THE HOME DEPOT 2801	\$4.97	SCOTT CHRISTENSON
01/17/2013	01/21/2013	THE HOME DEPOT 2801	\$119.16	SCOTT CHRISTENSON
01/23/2013	01/24/2013	HENRIKSEN ACE HARDWARE	\$18.74	SCOTT CHRISTENSON
01/23/2013	01/24/2013	MENARDS 3022	\$31.47	SCOTT CHRISTENSON
01/18/2013	01/21/2013	ZIEBART MAPLEWOOD MN 47	\$224.44	KERRY CROTTY
01/18/2013	01/21/2013	NXT*HOWARD TECHNOLOGY	\$797.19	KERRY CROTTY
01/13/2013	01/15/2013	THE HOME DEPOT 2810	\$7.69	CHARLES DEAVER
01/22/2013	01/23/2013	KNOWLAN'S MARKET #2	\$5.12	CHARLES DEAVER
01/24/2013	01/25/2013	FRATTALLONES WOODBURY AC	\$9.93	CHARLES DEAVER
01/23/2013	01/25/2013	KEEPRS INC 2	\$129.12	JOSEPH DEMULLING
01/24/2013	01/25/2013	AMAZON MKTPLACE PMTS	\$23.99	JOSEPH DEMULLING
01/10/2013	01/14/2013	OHIOASC.COM	\$53.19	TOM DOUGLASS
01/10/2013	01/14/2013	THE HOME DEPOT 2801	\$73.45	TOM DOUGLASS
01/11/2013	01/14/2013	HVAC PLUS	\$226.98	TOM DOUGLASS
01/14/2013	01/16/2013	CONTINENTAL RESEARCH	\$432.84	TOM DOUGLASS
01/22/2013	01/23/2013	STATE SUPPLY	\$768.68	TOM DOUGLASS
01/16/2013	01/17/2013	AMAZON MKTPLACE PMTS	\$78.93	MICHAEL DUGAS
01/22/2013	01/23/2013	FASTENAL COMPANY01	\$27.06	DOUG EDGE
01/10/2013	01/14/2013	GENERAL PARTS, LLC	\$42.32	LARRY FARR
01/11/2013	01/14/2013	DISPLAYS2GOCOM	\$431.13	LARRY FARR

01/11/2013	01/14/2013 CINTAS #470	\$89.20	LARRY FARR
01/12/2013	01/14/2013 MACY*S EAST #236	\$359.90	LARRY FARR
01/12/2013	01/14/2013 TIERNEY BROTHERS INC	\$534.37	LARRY FARR
01/17/2013	01/21/2013 GENERAL PARTS, LLC	\$54.48	LARRY FARR
01/18/2013	01/21/2013 CINTAS #470	\$110.22	LARRY FARR
01/18/2013	01/21/2013 CINTAS #470	\$62.85	LARRY FARR
01/19/2013	01/21/2013 CINTAS #470	\$104.98	LARRY FARR
01/19/2013	01/21/2013 CINTAS #470	\$104.98	LARRY FARR
01/19/2013	01/21/2013 CINTAS #470	\$104.98	LARRY FARR
01/19/2013	01/21/2013 CINTAS #470	\$104.98	LARRY FARR
01/19/2013	01/21/2013 CINTAS #470	\$287.10	LARRY FARR
01/23/2013	01/25/2013 ADAM'S PEST CONTROL INC	\$610.61	LARRY FARR
01/23/2013	01/25/2013 ADAM'S PEST CONTROL INC	\$194.17	LARRY FARR
01/23/2013	01/25/2013 ADAM'S PEST CONTROL INC	\$323.62	LARRY FARR
01/23/2013	01/25/2013 ADAM'S PEST CONTROL INC	\$159.49	LARRY FARR
01/17/2013	01/18/2013 INT'L CODE COUNCIL	\$665.00	DAVID FISHER
01/21/2013	01/22/2013 KOHL'S #0052	(\$10.00)	TIMOTHY FLOR
01/21/2013	01/22/2013 MACY*S EAST #236	(\$34.99)	TIMOTHY FLOR
01/21/2013	01/22/2013 KOHL'S #0052	\$98.98	TIMOTHY FLOR
01/21/2013	01/25/2013 MACY*S EAST #236	\$74.62	TIMOTHY FLOR
01/23/2013	01/25/2013 REI 42 ROSEVILLE	\$52.83	TIMOTHY FLOR
01/11/2013	01/14/2013 PAYFLOW/PAYPAL	\$59.95	MYCHAL FOWLDS
01/21/2013	01/21/2013 COMCAST CABLE COMM	\$54.00	MYCHAL FOWLDS
01/22/2013	01/23/2013 TOSHIBA BUSINESS SOLUTION	\$579.60	MYCHAL FOWLDS
01/22/2013	01/23/2013 TOSHIBA BUSINESS SOLUTION	\$428.57	MYCHAL FOWLDS
01/22/2013	01/23/2013 TOSHIBA BUSINESS SOLUTION	\$387.73	MYCHAL FOWLDS
01/14/2013	01/15/2013 CYPRESSINDU	\$106.70	NICK FRANZEN
01/14/2013	01/15/2013 GOLDCOM INC	\$64.89	NICK FRANZEN
01/19/2013	01/21/2013 HP DIRECT-PUBLICSECTOR	\$106.05	NICK FRANZEN
01/22/2013	01/23/2013 IDU*INSIGHT PUBLIC SEC	\$344.39	NICK FRANZEN
01/15/2013	01/17/2013 THE HOME DEPOT 2801	\$24.07	CLARENCE GERVAIS
01/18/2013	01/21/2013 BECKER FIRE & SAFETY SERV	\$64.13	CLARENCE GERVAIS
01/16/2013	01/18/2013 OFFICE DEPOT #1090	\$79.19	JEAN GLASS
01/12/2013	01/14/2013 BLUE RIBBON BAIT & TACKLE	\$11.22	JAN GREW HAYMAN
01/17/2013	01/21/2013 JOANN ETC #1902	\$32.11	JAN GREW HAYMAN
01/14/2013	01/16/2013 STREICHER'S MILW	\$189.99	TIMOTHY HAWKINSON JR.
01/15/2013	01/16/2013 LA POLICE GEAR INC	\$162.35	TIMOTHY HAWKINSON JR.
01/21/2013	01/23/2013 STREICHER'S MPLS	(\$189.99)	TIMOTHY HAWKINSON JR.
01/14/2013	01/15/2013 KOHL'S #0054	\$74.99	STEVEN HIEBERT
01/16/2013	01/17/2013 AMAZON MKTPLACE PMTS	\$24.00	STEVEN HIEBERT
01/11/2013	01/14/2013 MILLS FLEET FARM #2,700	\$12.82	GARY HINNENKAMP
01/10/2013	01/14/2013 DOLRTREE 3150 00031500	\$21.43	RON HORWATH
01/10/2013	01/14/2013 OFFICE MAX	\$17.66	RON HORWATH
01/16/2013	01/17/2013 RUBBER STAMP CHAMP	\$201.73	RON HORWATH
01/18/2013	01/21/2013 MENARDS 3059	\$10.66	RON HORWATH
01/23/2013	01/25/2013 OFFICE MAX	\$22.48	RON HORWATH
01/24/2013	01/25/2013 SPRINT AQUATICS	\$230.66	RON HORWATH
01/11/2013	01/14/2013 KNOWLAN'S MARKET #2	\$17.30	ANN HUTCHINSON
01/14/2013	01/15/2013 KNOWLAN'S MARKET #2	\$8.70	ANN HUTCHINSON
01/15/2013	01/17/2013 GTC UNITED WAY	\$210.00	MARY JACKSON
01/09/2013	01/14/2013 DALCO ENTERPRISES, INC	\$30.59	DAVID JAHN
01/14/2013	01/24/2013 DALCO ENTERPRISES, INC	\$57.59	DAVID JAHN
01/15/2013	01/16/2013 MENARDS 3059	(\$15.27)	DAVID JAHN
01/15/2013	01/16/2013 MENARDS 3059	\$66.49	DAVID JAHN
01/15/2013	01/16/2013 MENARDS 3059	\$25.32	DAVID JAHN
01/16/2013	01/17/2013 AMAZON MKTPLACE PMTS	\$271.49	DAVID JAHN
01/18/2013	01/21/2013 MENARDS 3059	(\$16.00)	DAVID JAHN

01/18/2013	01/21/2013	MENARDS 3059	\$38.30	DAVID JAHN
01/15/2013	01/17/2013	RED WING SHOE STORE	\$161.24	KEVIN JOHNSON
01/15/2013	01/17/2013	RED WING SHOE STORE	\$34.90	KEVIN JOHNSON
01/17/2013	01/18/2013	EDGEWATER RESORT	\$92.17	KEVIN JOHNSON
01/17/2013	01/21/2013	HOLIDAY INN DULUTH FB	\$12.86	KEVIN JOHNSON
01/18/2013	01/21/2013	SUBWAY 00106591	\$5.26	KEVIN JOHNSON
01/18/2013	01/21/2013	HOLIDAY INN DULUTH FB	\$17.23	KEVIN JOHNSON
01/19/2013	01/21/2013	SUBWAY 00106591	\$5.14	KEVIN JOHNSON
01/19/2013	01/21/2013	HOLIDAY INNS	\$207.70	KEVIN JOHNSON
01/22/2013	01/24/2013	OFFICE DEPOT #1090	\$144.74	LOIS KNUTSON
01/23/2013	01/25/2013	OFFICE DEPOT #1090	\$85.45	LOIS KNUTSON
01/20/2013	01/21/2013	COMCAST CABLE COMM	\$143.80	DUWAYNE KONEWKO
01/17/2013	01/18/2013	FEDEXOFFICE 00006171	\$430.77	JASON KREGER
01/16/2013	01/17/2013	UNIFORMS UNLIMITED INC.	\$28.84	NICHOLAS KREKELER
01/12/2013	01/14/2013	FBI NATIONAL ACADEMY ASSO	\$75.00	DAVID KVAM
01/12/2013	01/15/2013	HEALTHEAST TRANSPORTATN	\$2,918.94	DAVID KVAM
01/13/2013	01/14/2013	COMCAST CABLE COMM	\$41.00	DAVID KVAM
01/15/2013	01/17/2013	STREICHER'S MO	\$1,150.00	DAVID KVAM
01/16/2013	01/18/2013	STREICHER'S MO	\$175.00	DAVID KVAM
01/16/2013	01/18/2013	STREICHER'S MO	\$175.00	DAVID KVAM
01/17/2013	01/21/2013	MINNESOTA CHIEFS OF POLIC	(\$130.00)	DAVID KVAM
01/23/2013	01/24/2013	THE GRAFIX SHOPPE	\$810.00	DAVID KVAM
01/23/2013	01/24/2013	THE GRAFIX SHOPPE	\$363.38	DAVID KVAM
01/10/2013	01/14/2013	KEEPRS INC 2	\$200.00	SCOTT LANGNER
01/11/2013	01/14/2013	TARGET 00011858	\$46.05	MICHAEL LOCHEN
01/11/2013	01/14/2013	ASPEN MILLS INC.	\$278.45	STEVE LUKIN
01/11/2013	01/14/2013	ASPEN MILLS INC.	\$48.95	STEVE LUKIN
01/16/2013	01/17/2013	ORIGINAL MATTRESS FACT	\$459.87	STEVE LUKIN
01/23/2013	01/24/2013	EMERGENCY APPARATUS MAINT	\$1,987.57	STEVE LUKIN
01/24/2013	01/25/2013	MENARDS 3059	\$39.25	STEVE LUKIN
01/11/2013	01/14/2013	UNIFORMS UNLIMITED INC.	\$213.56	JERROLD MARTIN
01/12/2013	01/14/2013	GALLS INTERN*	\$90.00	JERROLD MARTIN
01/12/2013	01/14/2013	AMAZON MKTPLACE PMTS	\$103.14	JERROLD MARTIN
01/13/2013	01/14/2013	AMAZON MKTPLACE PMTS	\$58.98	JERROLD MARTIN
01/14/2013	01/15/2013	HAYNEEDLE INC	\$199.99	JERROLD MARTIN
01/16/2013	01/17/2013	UNIFORMS UNLIMITED INC.	\$25.00	JERROLD MARTIN
01/18/2013	01/21/2013	AMAZON MKTPLACE PMTS	(\$13.24)	JERROLD MARTIN
01/23/2013	01/24/2013	ST PAUL PUBLIC WORKS PARK	\$2.00	MIKE MARTIN
01/14/2013	01/16/2013	MINNESOTA KARATE SUPPLIES	\$14.00	GLEN MCCARTY
01/10/2013	01/14/2013	VIDACARE CORPORATION	\$1,048.47	MICHAEL MONDOR
01/10/2013	01/14/2013	CHANNING BETE CO AHA	\$2,310.00	MICHAEL MONDOR
01/14/2013	01/16/2013	BOUND TREE MEDICAL LLC	\$319.00	MICHAEL MONDOR
01/14/2013	01/16/2013	BOUND TREE MEDICAL LLC	\$1,639.25	MICHAEL MONDOR
01/16/2013	01/17/2013	MOTION COMPUTING INC	\$173.42	MICHAEL MONDOR
01/21/2013	01/23/2013	BOUND TREE MEDICAL LLC	(\$98.64)	MICHAEL MONDOR
01/21/2013	01/23/2013	BOUND TREE MEDICAL LLC	\$199.00	MICHAEL MONDOR
01/23/2013	01/25/2013	CHANNING BETE CO AHA	\$110.00	MICHAEL MONDOR
01/13/2013	01/14/2013	CINTAS CORP # 060A	\$42.59	BRYAN NAGEL
01/13/2013	01/14/2013	CINTAS CORP # 060A	\$148.65	BRYAN NAGEL
01/24/2013	01/25/2013	U OF M CCE NONCREDIT	\$300.00	BRYAN NAGEL
01/11/2013	01/14/2013	HENRIKSEN ACE HARDWARE	\$39.44	RICHARD NORDQUIST
01/18/2013	01/21/2013	DSW	\$64.95	MICHAEL NYE
01/12/2013	01/14/2013	MILLS FLEET FARM #2,400	\$164.98	JORDAN ORE
01/18/2013	01/21/2013	THE HOME DEPOT 2801	\$70.95	JORDAN ORE
01/10/2013	01/14/2013	OFFICE DEPOT #1090	\$61.19	MARY KAY PALANK
01/15/2013	01/17/2013	OFFICE DEPOT #1090	\$64.85	MARY KAY PALANK
01/16/2013	01/18/2013	OFFICE DEPOT #1090	\$57.61	MARY KAY PALANK

01/16/2013	01/18/2013	OFFICE DEPOT #1090	\$55.74	MARY KAY PALANK
01/17/2013	01/21/2013	OFFICE DEPOT #1090	\$288.08	MARY KAY PALANK
01/15/2013	01/16/2013	AUTOZONE3948	\$34.65	ROBERT PETERSON
01/11/2013	01/14/2013	AGGRESSIVE HYDRAULICS	\$285.09	STEVEN PRIEM
01/15/2013	01/16/2013	TOUSLEY FORD	\$371.61	STEVEN PRIEM
01/15/2013	01/16/2013	UNLIMITED SUPPLIES INC	\$304.76	STEVEN PRIEM
01/16/2013	01/17/2013	FACTORY MTR PTS #1	\$252.47	STEVEN PRIEM
01/16/2013	01/17/2013	AUTO PLUS NO ST PAUL 392	\$82.94	STEVEN PRIEM
01/16/2013	01/17/2013	EMERGENCY AUTOMOTIVE	\$40.40	STEVEN PRIEM
01/16/2013	01/17/2013	TOUSLEY FORD	\$352.17	STEVEN PRIEM
01/17/2013	01/18/2013	BOYER TRUCK PARTS	\$317.95	STEVEN PRIEM
01/17/2013	01/18/2013	BOYER TRUCK PARTS	\$60.98	STEVEN PRIEM
01/17/2013	01/18/2013	AUTO PLUS NO ST PAUL 392	\$77.00	STEVEN PRIEM
01/17/2013	01/18/2013	AMERICAN FASTENER AND SUP	\$105.17	STEVEN PRIEM
01/18/2013	01/21/2013	GOODYEAR AUTO SRV CT 6920	\$52.00	STEVEN PRIEM
01/22/2013	01/23/2013	TOUSLEY FORD	\$49.58	STEVEN PRIEM
01/22/2013	01/24/2013	WHEELCO BRAKE &SUPPLY	\$76.19	STEVEN PRIEM
01/23/2013	01/24/2013	POLAR CHEVROLET MAZDA	\$281.21	STEVEN PRIEM
01/23/2013	01/24/2013	POLAR CHEVROLET MAZDA	\$5.11	STEVEN PRIEM
01/24/2013	01/25/2013	AUTO PLUS NO ST PAUL 392	\$30.37	STEVEN PRIEM
01/24/2013	01/25/2013	SOL*SNAP-ON INDUSTRIAL	\$350.86	STEVEN PRIEM
01/23/2013	01/24/2013	VIKING ELECTRIC - ST PAUL	\$423.35	KELLY PRINS
01/23/2013	01/25/2013	HAFELE AMERICA CO	\$441.53	KELLY PRINS
01/22/2013	01/23/2013	HILLYARD INC MINNEAPOLIS	\$1,480.10	MICHAEL REILLY
01/14/2013	01/15/2013	TARGET 00011858	\$34.12	LORI RESENDIZ
01/17/2013	01/18/2013	PTONTHENET/COURSES	\$750.00	LORI RESENDIZ
01/14/2013	01/16/2013	THE HOME DEPOT 2801	\$55.51	ROBERT RUNNING
01/15/2013	01/16/2013	HENRIKSEN ACE HARDWARE	\$45.16	ROBERT RUNNING
01/15/2013	01/17/2013	THE HOME DEPOT 2801	(\$8.49)	ROBERT RUNNING
01/15/2013	01/17/2013	THE HOME DEPOT 2801	(\$15.25)	ROBERT RUNNING
01/15/2013	01/17/2013	THE HOME DEPOT 2801	\$35.19	ROBERT RUNNING
01/16/2013	01/18/2013	SEARS ROEBUCK 1052	\$53.80	ROBERT RUNNING
01/16/2013	01/18/2013	7 CORNERS ACE HARDWARE	\$1,021.36	ROBERT RUNNING
01/17/2013	01/18/2013	WINNICK SUPPLY	\$201.67	ROBERT RUNNING
01/17/2013	01/21/2013	GOODIN COMPANY	\$625.43	ROBERT RUNNING
01/17/2013	01/21/2013	GOODIN COMPANY	\$32.11	ROBERT RUNNING
01/22/2013	01/24/2013	THE HOME DEPOT 2801	\$38.50	ROBERT RUNNING
01/15/2013	01/16/2013	USPS 26834500133401316	\$13.30	DEB SCHMIDT
01/15/2013	01/17/2013	ON SITE SANITATION INC	\$52.37	SCOTT SCHULTZ
01/11/2013	01/14/2013	CUB FOODS #1599	\$132.42	CAITLIN SHERRILL
01/13/2013	01/15/2013	ANDON BALLOONS INC -	\$28.54	CAITLIN SHERRILL
01/14/2013	01/16/2013	PIONEER PRESS ADVERTISING	\$175.00	CAITLIN SHERRILL
01/16/2013	01/17/2013	BAKERS-SQUARE-REST #0670	\$88.91	CAITLIN SHERRILL
01/18/2013	01/21/2013	CUB FOODS #1599	\$4.99	CAITLIN SHERRILL
01/18/2013	01/21/2013	CUB FOODS #1599	\$88.81	CAITLIN SHERRILL
01/14/2013	01/16/2013	FBI NATIONAL ACADEMY ASSO	\$75.00	MICHAEL SHORTREED
01/17/2013	01/18/2013	INTOXIMETERS	\$170.12	MICHAEL SHORTREED
01/18/2013	01/21/2013	CPS INC-DARECATALOUGE.COM	\$486.00	MICHAEL SHORTREED
01/21/2013	01/22/2013	U.S. DIARY	\$446.08	MICHAEL SHORTREED
01/24/2013	01/25/2013	HTCIA	\$75.00	MICHAEL SHORTREED
01/24/2013	01/25/2013	SCIENCE MUSEUM OF MN	\$318.00	ANDREA SINDT
01/24/2013	01/25/2013	SCIENCE MUSEUM OF MN	\$318.00	ANDREA SINDT
01/23/2013	01/24/2013	BCA TRAINING EDUCATION	\$25.00	JOANNE SVENDSEN
01/15/2013	01/16/2013	AMAZON MKTPLACE PMTS	\$29.95	BRIAN TAUZELL
01/15/2013	01/16/2013	AMAZON MKTPLACE PMTS	\$6.90	BRIAN TAUZELL
01/15/2013	01/16/2013	AMAZON MKTPLACE PMTS	\$33.85	BRIAN TAUZELL
01/15/2013	01/16/2013	AMAZON MKTPLACE PMTS	\$20.96	BRIAN TAUZELL

01/15/2013	01/17/2013	MINNESOTA KARATE SUPPLIES	\$80.34	BRIAN TAUZELL
01/21/2013	01/22/2013	CC MILITARY SURPLU	\$14.42	BRIAN TAUZELL
01/17/2013	01/18/2013	TARGET 00011858	\$17.00	PAUL THIENES
01/17/2013	01/18/2013	CUB FOODS #1599	\$12.82	PAUL THIENES
01/18/2013	01/21/2013	DELEGARD TOOL COMPANY	\$140.70	PAUL THIENES
01/19/2013	01/21/2013	OREILLY AUTO 00020743	\$115.68	PAUL THIENES
01/23/2013	01/24/2013	U OF M CCE NONCREDIT	\$70.00	MICHAEL THOMPSON
01/16/2013	01/17/2013	BEST BUY MHT 00000109	\$28.89	JOE TRAN
01/22/2013	01/23/2013	KOHL'S #744	\$107.48	JOSEPH TRAN
01/11/2013	01/14/2013	OFFICE DEPOT #1090	\$165.40	SUSAN ZWIEG
01/14/2013	01/16/2013	OFFICE DEPOT #1090	(\$20.33)	SUSAN ZWIEG
01/15/2013	01/17/2013	OFFICE DEPOT #1090	\$33.39	SUSAN ZWIEG
01/17/2013	01/21/2013	DALCO ENTERPRISES, INC	\$593.46	SUSAN ZWIEG
01/18/2013	01/24/2013	DALCO ENTERPRISES, INC	\$45.13	SUSAN ZWIEG

\$45,431.44

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>
	02/01/13	CARDINAL, ROBERT	435.16
	02/01/13	CAVE, REBECCA	435.16
	02/01/13	JUENEMANN, KATHLEEN	435.16
	02/01/13	KOPPEN, MARVIN	435.16
	02/01/13	ROSSBACH, WILLIAM	494.44
	02/01/13	STRAUTMANIS, MARIS	80.00
	02/01/13	VALLE, EDWARD	160.00
	02/01/13	AHL, R. CHARLES	7,011.56
	02/01/13	ANTONEN, JAMES	6,862.50
	02/01/13	BURLINGAME, SARAH	2,074.90
	02/01/13	KANTRUD, HUGH	184.62
	02/01/13	CHRISTENSON, SCOTT	1,934.15
	02/01/13	FARR, LARRY	3,215.25
	02/01/13	JAHN, DAVID	2,210.48
	02/01/13	RAMEAUX, THERESE	3,061.20
	02/01/13	BAUMAN, GAYLE	5,197.05
	02/01/13	ANDERSON, CAROLE	2,680.39
	02/01/13	DEBILZAN, JUDY	1,327.92
	02/01/13	JACKSON, MARY	2,126.06
	02/01/13	KELSEY, CONNIE	3,098.65
	02/01/13	RUEB, JOSEPH	2,773.80
	02/01/13	SINDT, ANDREA	2,113.82
	02/01/13	ARNOLD, AJLA	1,627.69
	02/01/13	BEGGS, REGAN	1,517.77
	02/01/13	GUILFOILE, KAREN	6,037.72
	02/01/13	SCHMIDT, DEBORAH	2,884.82
	02/01/13	SPANGLER, EDNA	1,233.05
	02/01/13	CORTESI, LUANNE	1,117.37
	02/01/13	LARSON, MICHELLE	1,827.75
	02/01/13	MECHELKE, SHERRIE	1,047.61
	02/01/13	MOY, PAMELA	1,520.45
	02/01/13	OSTER, ANDREA	1,907.49
	02/01/13	RICHTER, CHARLENE	907.69
	02/01/13	SCHOENECKER, LEIGH	1,653.65
	02/01/13	WEAVER, KRISTINE	2,367.38
	02/01/13	CORCORAN, THERESA	1,900.55
	02/01/13	KVAM, DAVID	7,719.20
	02/01/13	PALANK, MARY	2,009.48
	02/01/13	POWELL, PHILIP	2,932.46
	02/01/13	SVENDSEN, JOANNE	2,101.79
	02/01/13	THOMFORDE, FAITH	1,497.35
	02/01/13	ABEL, CLINT	2,891.66
	02/01/13	ALDRIDGE, MARK	3,225.69

02/01/13	BAKKE, LONN	2,937.06
02/01/13	BARTZ, PAUL	3,791.42
02/01/13	BELDE, STANLEY	2,990.84
02/01/13	BENJAMIN, MARKESE	2,975.57
02/01/13	BIERDEMAN, BRIAN	3,626.70
02/01/13	BOHL, JOHN	3,151.33
02/01/13	BUSACK, DANIEL	4,069.54
02/01/13	CARNES, JOHN	2,062.02
02/01/13	CROTTY, KERRY	3,611.20
02/01/13	DEMULLING, JOSEPH	2,992.90
02/01/13	DOBLAR, RICHARD	4,005.46
02/01/13	DUGAS, MICHAEL	4,210.98
02/01/13	ERICKSON, VIRGINIA	3,151.33
02/01/13	FLOR, TIMOTHY	3,725.17
02/01/13	FORSYTHE, MARCUS	2,746.86
02/01/13	FRASER, JOHN	3,504.13
02/01/13	FRITZE, DEREK	3,474.80
02/01/13	GABRIEL, ANTHONY	3,426.91
02/01/13	HAWKINSON JR, TIMOTHY	2,945.40
02/01/13	HER, PHENG	2,988.74
02/01/13	HIEBERT, STEVEN	3,777.84
02/01/13	JOHNSON, KEVIN	4,165.64
02/01/13	KALKA, THOMAS	940.28
02/01/13	KONG, TOMMY	2,950.79
02/01/13	KREKELER, NICHOLAS	876.00
02/01/13	KROLL, BRETT	2,944.76
02/01/13	LANGNER, SCOTT	3,092.20
02/01/13	LANGNER, TODD	2,980.04
02/01/13	LU, JOHNNIE	3,303.01
02/01/13	LYNCH, KATHERINE	2,626.50
02/01/13	MARINO, JASON	3,249.91
02/01/13	MARTIN, JERROLD	3,540.28
02/01/13	MCCARTY, GLEN	3,301.64
02/01/13	METRY, ALESIA	3,038.70
02/01/13	NYE, MICHAEL	4,142.52
02/01/13	OLSON, JULIE	3,117.76
02/01/13	PARKER, JAMES	2,626.50
02/01/13	REZNY, BRADLEY	2,953.29
02/01/13	RHUDE, MATTHEW	2,992.90
02/01/13	SHORTREED, MICHAEL	5,180.84
02/01/13	STEINER, JOSEPH	3,547.62
02/01/13	SYPNIEWSKI, WILLIAM	3,183.59
02/01/13	SZCZEPANSKI, THOMAS	2,990.84
02/01/13	TAUZELL, BRIAN	3,038.64
02/01/13	THEISEN, PAUL	3,038.70
02/01/13	THIENES, PAUL	3,809.88
02/01/13	TRAN, JOSEPH	2,992.55
02/01/13	WENZEL, JAY	3,126.80
02/01/13	XIONG, KAO	3,055.21
02/01/13	ANDERSON, BRIAN	145.44
02/01/13	BAHL, DAVID	593.91
02/01/13	BASSETT, BRENT	618.12

02/01/13	BAUMAN, ANDREW	3,110.30
02/01/13	BOURQUIN, RON	957.48
02/01/13	CAPISTRANT, JACOB	109.08
02/01/13	CAPISTRANT, JOHN	675.22
02/01/13	CRAWFORD - JR, RAYMOND	751.44
02/01/13	CRUMMY, CHARLES	375.72
02/01/13	DAWSON, RICHARD	5,777.50
02/01/13	EATON, PAUL	290.88
02/01/13	EVERSON, PAUL	3,884.49
02/01/13	FASULO, WALTER	229.81
02/01/13	FOSSUM, ANDREW	3,633.65
02/01/13	HAGEN, MICHAEL	733.26
02/01/13	HALE, JOSEPH	438.36
02/01/13	HALWEG, JODI	3,616.20
02/01/13	HAWTHORNE, ROCHELLE	2,676.26
02/01/13	HUTCHINSON, JAMES	381.80
02/01/13	IMM, TRACY	387.84
02/01/13	JANSEN, CHAD	303.00
02/01/13	JONES, JONATHAN	193.92
02/01/13	JUREK, GREGORY	2,357.82
02/01/13	KANE, ROBERT	636.34
02/01/13	KARRAS, JAMIE	290.88
02/01/13	KERSKA, JOSEPH	666.60
02/01/13	KONDER, RONALD	36.36
02/01/13	KUBAT, ERIC	2,915.47
02/01/13	LINDER, TIMOTHY	3,433.99
02/01/13	LOCHEN, MICHAEL	820.12
02/01/13	MILLER, LADD	56.57
02/01/13	MILLER, NICHOLAS	72.72
02/01/13	MONDOR, MICHAEL	3,259.74
02/01/13	MONSON, PETER	145.44
02/01/13	MORGAN, JEFFERY	315.13
02/01/13	NIELSEN, KENNETH	399.96
02/01/13	NOVAK, JEROME	4,931.45
02/01/13	NOWICKI, PAUL	145.44
02/01/13	OLSON, JAMES	4,860.61
02/01/13	OPHEIM, JOHN	339.39
02/01/13	PACHECO, ALPHONSE	472.68
02/01/13	PETERSON, MARK	823.67
02/01/13	PETERSON, ROBERT	3,272.34
02/01/13	POWERS, KENNETH	48.48
02/01/13	RAINEY, JAMES	606.00
02/01/13	RANK, NATHAN	551.46
02/01/13	RANK, PAUL	581.76
02/01/13	RAVENWALD, CORINNE	236.34
02/01/13	REYNOSO, ANGEL	339.36
02/01/13	RICE, CHRISTOPHER	413.61
02/01/13	RODRIGUEZ, ROBERTO	145.44
02/01/13	SCHULTZ, JEROME	363.60
02/01/13	SEDLACEK, JEFFREY	3,526.07
02/01/13	STREFF, MICHAEL	5,081.58
02/01/13	SVENDSEN, RONALD	3,993.15

02/01/13	WHITE, JOEL	157.56
02/01/13	GERVAIS-JR, CLARENCE	8,250.96
02/01/13	LUKIN, STEVEN	6,919.26
02/01/13	ZWIEG, SUSAN	1,706.92
02/01/13	KNUTSON, LOIS	2,054.95
02/01/13	NIVEN, AMY	1,425.42
02/01/13	BRINK, TROY	3,096.19
02/01/13	BUCKLEY, BRENT	2,389.71
02/01/13	DEBILZAN, THOMAS	2,211.81
02/01/13	EDGE, DOUGLAS	2,308.80
02/01/13	JONES, DONALD	2,329.95
02/01/13	MEISSNER, BRENT	2,177.66
02/01/13	NAGEL, BRYAN	4,262.48
02/01/13	OSWALD, ERICK	2,548.47
02/01/13	RUIZ, RICARDO	1,586.47
02/01/13	RUNNING, ROBERT	2,721.70
02/01/13	TEVLIN, TODD	2,270.88
02/01/13	BURLINGAME, NATHAN	2,087.21
02/01/13	DUCHARME, JOHN	2,740.37
02/01/13	ENGSTROM, ANDREW	2,631.75
02/01/13	JAROSCH, JONATHAN	2,964.59
02/01/13	KREGER, JASON	2,421.05
02/01/13	LINDBLOM, RANDAL	2,740.37
02/01/13	LOVE, STEVEN	3,584.44
02/01/13	THOMPSON, MICHAEL	4,461.34
02/01/13	ZIEMAN, SCOTT	142.50
02/01/13	JANASZAK, MEGHAN	1,569.35
02/01/13	KONEWKO, DUWAYNE	5,466.04
02/01/13	EDSON, DAVID	7,180.11
02/01/13	HAMRE, MILES	1,584.80
02/01/13	HAYS, TAMARA	1,539.75
02/01/13	HINNENKAMP, GARY	2,313.26
02/01/13	NAUGHTON, JOHN	2,163.43
02/01/13	NORDQUIST, RICHARD	2,148.46
02/01/13	BIESANZ, OAKLEY	1,662.47
02/01/13	DEAVER, CHARLES	557.63
02/01/13	HAYMAN, JANET	1,507.43
02/01/13	HUTCHINSON, ANN	2,649.17
02/01/13	WACHAL, KAREN	1,002.96
02/01/13	GAYNOR, VIRGINIA	3,244.09
02/01/13	KROLL, LISA	1,900.55
02/01/13	SWANSON, CHRIS	660.00
02/01/13	THOMPSON, DEBRA	829.76
02/01/13	YOUNG, TAMELA	2,015.75
02/01/13	EKSTRAND, THOMAS	3,829.34
02/01/13	FINWALL, SHANN	3,412.63
02/01/13	MARTIN, MICHAEL	2,762.95
02/01/13	BRASH, JASON	2,510.95
02/01/13	CARVER, NICHOLAS	3,244.09
02/01/13	FISHER, DAVID	3,807.86
02/01/13	SWAN, DAVID	2,766.15
02/01/13	WELLENS, MOLLY	1,709.69

02/01/13	ACEITUNO, FELIPE	105.00
02/01/13	BERGER, STEPHANIE	605.63
02/01/13	BJORK, BRANDON	239.25
02/01/13	BRENEMAN, NEIL	2,267.65
02/01/13	DRAKE, TAYLOR	32.00
02/01/13	GORACKI, GERALD	370.00
02/01/13	KLEIN, AARON	126.00
02/01/13	KLEIN, TIM	140.00
02/01/13	LARSON, KATELYN	56.00
02/01/13	LUBKE, COLLEEN	63.00
02/01/13	MAIDMENT, COLIN	76.00
02/01/13	ROBBINS, AUDRA	3,019.96
02/01/13	ROBBINS, CAMDEN	367.50
02/01/13	RYAN, ANDREW	384.00
02/01/13	SHERWOOD, CHRISTIAN	451.00
02/01/13	TAYLOR, JAMES	2,876.58
02/01/13	VUKICH, CANDACE	410.75
02/01/13	ADAMS, DAVID	1,928.22
02/01/13	HAAG, MARK	2,972.21
02/01/13	ORE, JORDAN	1,539.75
02/01/13	SCHULTZ, SCOTT	3,342.97
02/01/13	WILBER, JEFFREY	1,539.75
02/01/13	ANZALDI, MANDY	517.62
02/01/13	BERNARDY, CHRISTINE	2,448.93
02/01/13	CRAWFORD - JR, RAYMOND	408.83
02/01/13	EVANS, CHRISTINE	1,404.24
02/01/13	GLASS, JEAN	2,125.10
02/01/13	HER, PETER	243.63
02/01/13	HOFMEISTER, MARY	1,119.96
02/01/13	HOFMEISTER, TIMOTHY	457.04
02/01/13	KULHANEK-DIONNE, ANN	444.00
02/01/13	PELOQUIN, PENNYE	560.56
02/01/13	SHERRILL, CAITLIN	888.34
02/01/13	VANG, TIM	472.00
02/01/13	VUE, LOR PAO	421.52
02/01/13	AICHELE, MEGAN	349.13
02/01/13	ANDERSON, ALYSSA	16.19
02/01/13	ANDERSON, JOSHUA	602.00
02/01/13	BAETZOLD, SETH	54.38
02/01/13	BAUDE, SARAH	91.25
02/01/13	BRUSOE, CRISTINA	93.60
02/01/13	BUCKLEY, BRITTANY	272.00
02/01/13	BUTLER, ANGELA	102.00
02/01/13	CLARK, PAMELA	19.30
02/01/13	CRANDALL, KRISTA	312.50
02/01/13	DEMPSEY, BETH	202.00
02/01/13	DRECHSEL, SARAH	58.75
02/01/13	DUNN, RYAN	1,115.91
02/01/13	EHLE, DANIEL	51.45
02/01/13	ERICKSON-CLARK, CAROL	49.00
02/01/13	FLORES, LUIS	96.00
02/01/13	FONTAINE, KIM	670.44

02/01/13	FOX, KELLY	60.00
02/01/13	FRAMPTON, SAMANTHA	46.00
02/01/13	GADOW, ANNA	143.75
02/01/13	GIEL, NICOLE	57.00
02/01/13	GRAY, MEGAN	102.95
02/01/13	GRUENHAGEN, LINDA	419.40
02/01/13	HAGSTROM, EMILY	80.40
02/01/13	HANSEN, HANNAH	159.60
02/01/13	HEINRICH, SHEILA	244.00
02/01/13	HOLMBERG, LADONNA	521.00
02/01/13	HORWATH, RONALD	2,738.98
02/01/13	JOHNSON, BARBARA	425.70
02/01/13	JOYER, ANTHONY	51.80
02/01/13	KOHLER, ROCHELLE	72.00
02/01/13	KOZDROJ, GABRIELLA	50.00
02/01/13	LAMEYER, BRENT	36.25
02/01/13	LAMSON, ELIANA	36.00
02/01/13	MCCANN, NATALIE	103.00
02/01/13	MCCOMAS, LEAH	87.50
02/01/13	NADEAU, TAYLOR	104.90
02/01/13	NITZ, CARA	38.00
02/01/13	NORTHOUSE, KATHERINE	80.88
02/01/13	PROESCH, ANDY	680.27
02/01/13	RANEY, COURTNEY	741.00
02/01/13	RESENDIZ, LORI	2,257.76
02/01/13	RICHTER, DANIEL	94.50
02/01/13	RONNING, ISAIAH	88.55
02/01/13	SCHMIDT, EMILY	88.40
02/01/13	SCHREIER, ROSEMARIE	488.00
02/01/13	SCHREINER, MARK	43.80
02/01/13	SCHREINER, MICHELLE	99.44
02/01/13	SMITH, CASEY	115.08
02/01/13	SMITLEY, SHARON	492.10
02/01/13	TAYLOR, MYLES	18.38
02/01/13	TREPANIER, TODD	220.00
02/01/13	TRUE, ANDREW	41.05
02/01/13	TUPY, HEIDE	160.30
02/01/13	TUPY, MARCUS	213.75
02/01/13	VANG, XANG	84.00
02/01/13	WARNER, CAROLYN	316.80
02/01/13	WEINHAGEN, SHELBY	279.75
02/01/13	BOSLEY, CAROL	126.54
02/01/13	DANIEL, BREANNA	71.50
02/01/13	HITE, ANDREA	312.00
02/01/13	LANGER, CHELSEA	123.25
02/01/13	LANGER, KAYLYN	89.25
02/01/13	BORCHERT, JONATHAN	159.50
02/01/13	CRAWFORD, SHAWN	480.00
02/01/13	DOUGLASS, TOM	1,948.97
02/01/13	MALONEY, SHAUNA	247.88
02/01/13	PRINS, KELLY	1,852.02
02/01/13	REILLY, MICHAEL	2,553.65

	02/01/13	THOMPSON, BENJAMIN	423.75
	02/01/13	VANG, GEORGE	203.00
	02/01/13	AICHELE, CRAIG	2,200.58
	02/01/13	PRIEM, STEVEN	2,415.66
	02/01/13	WOEHRLE, MATTHEW	2,209.19
	02/01/13	BERGO, CHAD	2,628.80
	02/01/13	FOWLDS, MYCHAL	3,991.22
	02/01/13	FRANZEN, NICHOLAS	2,623.62
9989069	01/18/13	HOLMBERG, LADONNA	162.00
9989083	02/01/13	ABRAHAMSON, AMANDA	186.00
9989084	02/01/13	ABRAHAMSON, TYLER	78.00
9989085	02/01/13	ANDERSON, ZACHARY	73.50
9989086	02/01/13	AYD, GWEN	60.00
9989087	02/01/13	BONKO, JACK	92.50
9989088	02/01/13	BONKO, NICHOLAS	98.00
9989089	02/01/13	BRISENO, EMILIO	132.00
9989090	02/01/13	DOTAS, ANDREW	36.00
9989091	02/01/13	DOTAS, KENT	46.50
9989092	02/01/13	FERNANDEZ, JOSEPH	350.00
9989093	02/01/13	GALBA, DANIEL	432.00
9989094	02/01/13	GREENER, DOUGLAS	86.25
9989095	02/01/13	HANNIGAN, RACHEL	36.75
9989096	02/01/13	KUSTERMAN, KEVIN	186.00
9989097	02/01/13	MEISSNER, MICHAEL	64.00
9989098	02/01/13	MERRITT, JACOB	189.75
9989099	02/01/13	MERRITT, MICHAEL	330.00
9989100	02/01/13	O'BRIEN, PATRICIA	15.00
9989101	02/01/13	PETERSON, HAYLIE	306.00
9989102	02/01/13	SORENSEN, ERICA	126.00
9989103	02/01/13	TARR-JR, GUS	90.00
9989104	02/01/13	WISTL, MARK	128.00
9989105	02/01/13	WISTL, MOLLY	231.00
9989106	02/01/13	ERICSON, RACHEL	37.20
9989107	02/01/13	SCHREIER, ABIGAIL	117.91
9989108	02/01/13	SCOTT, HALEY	106.58
9989109	02/01/13	WALES, ABIGAIL	280.80
9989110	02/01/13	WHITE, DANICA	42.08
9989111	02/01/13	RANGEL, SAMANTHA	225.25
9989112	02/01/13	CUSICK, JESSICA	203.00
9989113	02/01/13	STEFFEN, MICHAEL	87.00
			547,562.75

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **Approval of 2012 Budget Adjustment and Transfer for Taste of Maplewood**
DATE: January 23, 2013

DISCUSSION

A transfer needs to be completed each year from the General Fund to the Taste of Maplewood Fund to cover the net costs of the annual celebration. The budget also needs to be adjusted to reflect the amount of the transfer. The net costs for 2012 are \$14,687.41. There was a small balance in the fund at the beginning of the year and the transfer amount needed to cover the current deficit is \$14,685.77. The following entries need to be completed:

Budget Adjustment	(\$4,815)	Transfer	\$14,685.77
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FINANCIAL IMPACT

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

RECOMMENDATION

It is recommended that the Council authorize the transfer noted above and direct the Finance Manager to make the appropriate budget adjustment.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **APPROVAL OF 2012 BUDGET CARRYOVERS/TRANSFERS**
DATE: February 6, 2013

DISCUSSION

It has been past practice to permit the carry over from one year to the next of unspent monies for specific purposes. This involves reductions in the 2012 Budget and corresponding increases in the 2013 Budget. The Finance Manager has determined that the following requests are eligible for carry over.

Fund	Amount	Account No.	For
General Fund	\$5,000	101-202-4490	Department reconfiguration
General Fund	5,000	101-201-4550	Copier lease
General Fund	9,600	101-404-4240	6 sets turnout gear
General Fund	9,750	101-404-4160	Helmets
General Fund	4,650	101-404-4240	Boots
General Fund	45,000	101-115-4430	Trane control panels – City Hall
General Fund	5,000	101-605-4480	Buckthorn removal – Joy Park
General Fund	80,000	101-402-4165	Squad laptops – 20
General Fund	24,720	101-402-4610	Squad car – 1
General Fund	56,700	101-402-4160	Tasers – 53
General Fund	35,000	101-502-4180	Implement fog seal program
General Fund	55,000	101-602-4180	Park trails & buildings improvements
General Fund	5,000	101-301-4480	Republication of City Code
General Fund	3,360	101-304-4160	Voting equipment
General Fund	3,000	101-301-4165	Envelope printer
CIP Fund	28,740	405-000-4720	Geranium Park playground equipment
Fire Training Facility Fund	2,442,470	440-000-4660	Fire Training facility expenditures
Police Dept expansion	121,250	442-401-4660	Police Dept expansion costs
Storm Cleanup Fund	-40,000	444-000-4759	Move 2013 budget to cover 2012 costs
City Dump Fund	<u>8,350</u>	446-000-4490	City dump cleanup expenditures
	\$2,907,590	Total for all funds	

In addition, the budgets for grant funds/donations not yet received should be carried over from 2012 to 2013.

Fund	Amount	Account No.	For
Fire Training Facility State Aid	\$3,000,000	440-000-3530	Balance of state aid funds
Fire Training Facility County Aid	450,000	440-000-3534	Balance of county aid funds
CIP Fund donation	<u>5,000</u>	405-000-3803	Tom Kelly field donation
	\$3,455,000	Total for all funds	

General Fund Transfers and Budget Adjustments: At the November 26, 2012 council meeting, a report was presented and approved to allow for one-time money to be transferred to other funds to help fund deferred items and alleviate deficits. It appears we will have more funds than originally thought and staff is recommending that some of those dollars be transferred to the Public Safety Expansion Fund to cover the cost of scanning all documents that are currently located in the Lektriever and to help offset future debt service costs. The scanning option came up recently and is an excellent long term solution and alternative to building out a new space and moving them. Scanning will promote efficiencies in work with the ability to view information right at your desk instead of going to a file room and pulling what you need and then re-filing it. There is currently \$20,000 included in the Public Safety Expansion Fund budget for build out and moving costs. Staff is requesting an additional \$45,000 to cover the costs of scanning. Staff is also recommending that the Public Safety Expansion Fund be added to the list of funds that could have excess, one-time money transferred to it in the event the City exceeds 40% of operating revenues. The final amounts are not yet know, but in no event would the total of the transfers completed bring the General Fund fund balance below the 40% level.

RECOMMENDATION

It is recommended that the City Council approve the carry over requests listed above and authorize the Finance Manager to reduce the 2013 budget as needed for any carry over amount that is not used for its specified purpose during the year. It is also recommended that the Council authorize the Finance Manager to make the entries necessary to account for the transfers requested from the General Fund to the Public Safety Expansion Fund as noted above.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **Approval of Transfers from Tax Increment Funds for 2012**
DATE: January 23, 2013

PROPOSAL

It is proposed that the Council authorize the appropriate 2012 budget adjustments and 2012 transfers totaling \$364,040 from the Tax Increment Funds to the Debt Service Funds.

BACKGROUND

Annually transfers are made from Tax Increment Funds to finance debt service costs on tax increment bonds. A breakdown by fund and comparison with the original budget is listed on the attachment. The result of the recommended transfers will be to decrease the fund balance of five Tax Increment Funds to an amount close to the amount that was anticipated in the 2013 Budget.

FINANCIAL IMPACT

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

RECOMMENDATION

It is recommended that the Council authorize the appropriate 2012 budget adjustments and 2012 transfers totaling \$364,040 from the Tax Increment Funds to the Debt Service Funds.

P:\COUNCIL FILES\AGENDAS\2013\021-TIF TRANSFERS.DOC

Attachment: Transfers from Tax Increment Funds to Debt Service Funds

TRANSFERS FROM TAX INCREMENT FUNDS TO DEBT SERVICE FUNDS

		2012 BUDGET	2012 RE-EST.	2012 ACTUAL
OPERATING TRANSFERS IN TO DEBT SERVICE FUNDS:				
Fund #336	1999B Tax Increment Bonds	71,450	76,950	77,570
Fund #363	2010B Refunding Bonds	303,740	285,880	286,470
<hr/>				
	Total transfers	375,190	362,830	364,040

OPERATING TRANSFERS OUT FROM TIF FUNDS:				
Fund #413	Housing District 1-1	110,770	109,160	109,380
Fund #414	Housing District 1-2	149,150	140,300	140,520
Fund #415	Housing District 1-3	43,820	36,420	36,570
Fund #416	Housing District 1-4	40,280	43,370	43,680
Fund #417	Housing District 1-5	31,170	33,580	33,890
<hr/>				
	Total transfers	375,190	362,830	364,040

AGENDA REPORT

TO: Jim Antonen, City Manager

FROM: Karen Guilfoile, Citizen Services Director

DATE: January 31, 2013

SUBJECT: Temporary Gambling Permit Resolution and Waive Permit Fees for Carver Elementary School

Introduction

An application has been submitted for a temporary gambling permit by Kathryn Culshaw on behalf of Carver Elementary School, 2680 Upper Afton Road. This is for a raffle to be held as part of their annual school carnival event. The event will be held on Friday, May 10th from 5:30 p.m. to 8:30 p.m.

As part of the fundraiser, a temporary food sales permit for \$55.00 has also been applied for. The organizer of the event is requesting the fees for these permit be waived.

In order for the State of Minnesota to issue a temporary gambling permit, approval of the following resolution from the City is required:

RESOLUTION

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the temporary premises permit for lawful gambling is approved for Carver Elementary School, 2680 Upper Afton Road, Maplewood.

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

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

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

Recommendation

It is recommended that the Council approve the above resolution for a temporary gambling permit for Carver Elementary School located at 2680 Upper Afton Rd. It is further recommended that the Council approve the fees be waived for a temporary food sales permit of \$55.00.

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Karen Guilfoile, City Clerk
DATE: January 31, 2013

SUBJECT: Temporary Gambling Permit Resolution for MN Deer Hunters Association, Capitol Sportsmen Chapter

Introduction

Victor Yang representing MN Deer Hunters Association, Capitol Sportsmen Chapter has submitted an application for a temporary gambling permit for their annual banquet event. The event will be held at Downtown Lav 52 Restaurant located at 3030 Southlawn Drive, Maplewood on March 23, 2013 from 1:00p.m to 5:00p.m. It is requested the council approve the following resolutions for the temporary gambling.

RESOLUTION

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premises permit for lawful gambling is approved for the MN Deer Hunters Association, Capitol Sportsmen Chapter.

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

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

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

Recommendation

It is recommended that council approve the lawful gambling resolution application for the MN Deer Hunters Association, Capitol Sportsmen Chapter for their event at Downtown Lav 52 Restaurant located at 3030 Southlawn Drive.

Agenda Report

TO: Jim Antonen, City Manager
Karen Guilfoile, Citizen Services Director

FROM: Regan Beggs, Business License Specialist

DATE: January 31, 2013

SUBJECT: Renewal Fee Increase and Ordinance Amendment for Residential Alarm License

Introduction

Currently the residential alarm license carries a one-time fee of \$57.00 to establish the applicant as a license holder. Once issued, the license is non-transferrable to a new residence or new residents and licenses are considered "continuous until cancelled." For the purpose of alarm system licenses, Section 4-36 of City Code refers to residential units as "private dwellings."

Background

Annually, renewal forms are sent out to residential alarm license holders to obtain updated contact information and document any change in the alarm system utilized. Per Section 4-36 of City Code, there is currently no renewal fee required. After review of the renewal process, it is recommended to set a nominal fee of \$10.00 to cover the costs associated with the process (see following Resolution). Approval is also recommended of the following ordinance amendment:

Chapter 4 – Alarms and Alarm Systems

Sec. 4-36. - Required for alarm business, alarm system, proprietor alarm or audible alarm.

- (a) A license shall be required for each alarm business in the city.
- (b) No person shall engage in, conduct, or carry on an alarm business in the city without first applying for and receiving a license in accordance with this article.
- (c) No person shall install an alarm system or use, possess, or subscribe to an operative alarm system, proprietor alarm, or contract alarm on any building or premises in the city without first applying for and receiving a permit in accordance with this article. ~~Fees for permits will be as established by the city clerk and may include annual renewal for nonresidential permits; however, no fee shall be charged for the renewal of permits for private dwellings.~~ Fees for permits will be as established by the city council and shall be set from time to time. A schedule of such fees is on file and available in the city offices.

RESOLUTION

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the renewal fee for a residential alarm system license be \$10.00.

FURTHERMORE, that the Maplewood City Council approve the ordinance amendment to Section 4-36 to eliminate the exception of “private dwellings” from incurring a renewal fee.

Recommendation

Staff recommends the approval of the Resolution setting the residential alarm license renewal fee, the approval of a revision to City Code Sec 4.36 to reflect the change, and to waive the second reading.

MEMORANDUM

TO: James Antonen, City Manager
FROM: The Heritage Preservation Commission, David Fisher, Building Official
 Chuck Ahl, Assistant City Manager
SUBJECT: **Heritage Preservation Commission 2012 Annual Report**
DATE: February 1, 2013

INTRODUCTION

The Heritage Preservation Commission (HPC) is submitting their annual report to the city council for review.

2012 ANNUAL REPORT

Members

The HPC consists of seven members appointed by the city council. Membership terms are for three years. The current membership is as follows:

<u>Commissioner</u>	<u>Membership Began</u>	<u>Term Expires</u>
Vacant	04-30-12	Vacant
Peter Boulay (Chair)	10-09-06	04-30-15
Robert Creager	07-26-04	04-30-13
Lucille Aurelius (Vice Chair)	07-26-04	04-30-13
Richard Currie	01-26-04	04-30-13
Brenda Rudberg	04-11-11	04-30-14
Leonard Hughes	04-23-12	04-30-15

Meetings

The HPC's regularly scheduled meetings are the second Thursday of the month at 7:00 p.m. In 2012 the HPC held 8 meetings.

Survey List as of September 30, 2012

City of Maplewood has designated this site
 Owner: City of Maplewood
 Bruentrup Farm Heritage Site
 2170 County Rd D
 Maplewood, MN 55109

This Property is on the National Register
 Owner: Ramsey County
 Ramsey County Poor Farm Campus (Cemetery, barn, Milk house, Water Tower, garage and Boiler Shop) - Owner or Occupant
 2020 White Bear Ave
 Maplewood, MN 55109

Reviews and Accomplishments

1. Submitted to the Minnesota State Historical Society Office (SHPO) for Certified Local Government Status and obtained Certified Local Government (CLG) Status in March of 2012.
2. Satisfactorily perform the responsibilities listed from the MN CLG Procedures Manual and those specifically delegated to it under the Act by the MN SHPO:
 - The City of Maplewood HPC has demonstrated an active commitment from per the MN CLG Procedures Manual.
 - No numbers, names or dates of local designations were made in from March to September 30 of 2012. Our HPC was too new.
 - No building permits were reviewed in the short time. Our HPC was too new.
 - HPC members and officers have been submitted.
 - No National Register nomination were commented or submitted to the SHPO.
 - The Maplewood HPC is working toward obtaining a grant from SHPO to survey and provide the knowledge required to submit, designate and comment to SHPO for buildings or properties in 2012 & 2013.
 - The City staff Liaison and three Commission members went to the 32nd Annual Statewide Historic Preservation Conference in Fergus Falls, MN.
3. Educated Maplewood citizens by participating in events at the Bruentrup Heritage Farm and the Maplewood Library, identifying publications about Maplewood's history at the Ramsey County Library and providing links on the City's website from the State and County Historical Societies.
4. Worked on identifying and recognizing historic families.
5. Worked on identifying and recognizing the history of geographic features such as lakes and site, etc.
6. Recommended Charlotte Wasiluk for the Maplewood Heritage Award. The Maplewood Heritage Award is an annual award recognizing an individual who has positively influenced our city's past or strengthened the preservation of Maplewood history.
7. Had the following guest speakers come to the HPC meetings and give historical presentation:

Jeff Williams	Dean Urdahl	Michael Koop
Patrick Hogan	Ron Cockriel	
8. Recognized the following demolished buildings in 2012:
 1. 2166 Maplewood Dr – Keller Golf Course Clubhouse
 2. 2166 Maplewood Dr – Keller Golf Course Pro Shop
 3. 1987 County Rd D E – B P Gas Station – New Venner Plaza
 4. 1845 County Rd D E – Old Pannekoeken & the Salon Centric – New Pizza Ranch
 5. 1885 County Rd D E – Old Best Buy space – New DSW Shoe Store
 6. Highway 36 Railroad Bridge

9. Reviewed the following development proposals for historical preservation issues:
 1. Bruentrup Heritage Farm – Smokehouse building & approved the gazebo project dedicated from the family of George Rossach
 2. Highway 36 Railroad Bridge
 3. Gladstone Savanna Historical Investigation
 4. Fish Creek Master Plan
 5. Keller Golf Course Clubhouse & Pro Shop
 6. Frost Avenue Bridge Signage
 7. Lookout Park Signage
10. Worked collaboratively with the Maplewood Area Historical Society:

Outside Activities

Several HPC members are also members of the Maplewood Area Historical Society. These HPC members worked collaboratively on several society events such as:

- Spring Tea – Bruentrup Heritage Farm
- Ice Cream Social – Bruentrup Heritage Farm
- Ramsey County Fair
- Johnny Appleseed Days – Bruentrup Heritage Farm
- Halloween Hoedown – Maplewood Community Center
- Barn Dance – Bruentrup Heritage Farm
- Cemetery Tour – Forest Lawn Cemetery
- Quilting Bee - Bruentrup Heritage Farm
- Ramsey County Library – Gladstone Presentations

Conclusion

The Maplewood Heritage Preservation Commission is committed to promoting the use and conservation of historic properties for the education, inspiration, pleasure and enrichment of the citizens of this area.

RECOMMENDATION

Approve the 2012 Heritage Preservation Commission annual report.

P:HPC 2-14-2013 2012 Draft Heritage Preservation Commission Annual Report for CC -dgr

MEMORANDUM

TO: James Antonen, City Manager
FROM: Fire Chief Steve Lukin
H. Alan Kantrud, General Counsel
SUBJECT: Approval of Payment for Fire Station Roof Replacement
DATE: February 1, 2013

INTRODUCTION

In 2011 the City authorized its attorney, Mr. Kantrud, to initiate a lawsuit against the general contractor, Kraus-Anderson Construction, and the roofing subcontractor, Parkos, for relief due to failures in the roof as constructed on Fire Station #2. That litigation concluded in the fall of 2012 and the agreement called for the re-construction of the roof. The roof was completed at the end of November and the billing came in in December. The authorization to pay the City's share of the work is before you tonight.

BACKGROUND

In 1999 The City, after an extensive needs study, decided to initiate a project for the orderly construction of Fire Station #2 near the Gladstone area of the City on Clarence Street. As part of that \$4,000,000.00 project, a general contractor was selected to over-see the construction and administer the construction manual as was developed by the architect and planners. Kraus-Anderson was the successful candidate and assigned a project manager to ensure that the attention to details were observed.

The project itself was conducted over about 9 months and concluded in 2001. One piece of the project that was subbed-out was the roof. Kraus-Anderson subcontracted with Parkos Construction for that work, which was done, with the supervision/oversight of Kraus Anderson.

In 2004 the shingles on the facility began to fail. An agreement was made with the shingle manufacturer, Certainteed, to compensate the City for that loss in value.

In 2010 a large portion of the interior ceiling where the emergency vehicles are stored caved-in due to failed drywall which in turn was due to, essentially, moisture.

The City sought the engineering opinion of SEH as to causation of the collapse. They concluded that the sheathing, which constitutes the underlayment for the roof surface, was not sufficiently secured and thus heaving and buckling was experienced. This, in turn, introduced water intrusion. That investigative document is included with this report. The crux of matter was that the sheathing was not screwed down, but nailed, and many of the nail had missed the beams.

Based on the fault of the parties, each were sued in District Court in Ramsey County. The Complaint is attached for your review. The allegations were negligence, negligent construction and breach of warranty. Both entities demurred to the Complaint and made cross-claims against the other (the, "no, he did it" defense).

DISCUSSION

This case was litigated over about a year and a half. Both Kraus Anderson and Parkos tendered the matter to their insurance carrier(s) and those entities brought in counsel to defend the insured. Discovery was conducted and the City has provided everything it has to the litigants (counsel for Kraus Anderson). The City also provided the opinion of the SEH engineer as to causation so the litigants would understand the theory of liability.

Entering the discovery period, we started to ask questions regarding settlement. The City would just like a new roof. The litigants didn't want to admit any liability and wanted out. The City suggested that the roofing subcontractor simply give the City a good deal on the re-roof project and that the general contractor could simply pay something towards the construction costs. Thus the settlement that occurred.

The roof was completed at the end of November 2012 and an invoice issued for \$30,686.50. Kraus Anderson contributed approximately 10% of the actual construction cost, or \$3000.00, to the project. The City is responsible for the balance of the actual construction costs, \$27,686.50.

During the course of the litigation it was also discovered that the shingles may also still be defective or substandard. To that end the City entered into discussions with Certainteed and was able to secure no-cost replacement shingles for the roof.

RECOMMENDATION

Staff recommends that the Council approve the expenditure of \$27,686.50 for the complete reroofing of the roof at Fire Station #2 as more specifically detailed on the attached invoice.

Attachments:

1. Complaint
2. SEH Letter dated March 5, 2012
3. Stipulation for Dismissal With Prejudice
4. Settlement Agreement
5. Invoice from Parkos Construction Co. Inc.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

CITY OF MAPLEWOOD, a Minnesota
municipal corporation,

Case Type: **Breach of Warranty**
Breach of Contract
Court File No.:

Plaintiff,

vs.

COMPLAINT

PARKOS CONSTRUCTION CO., INC., a
Minnesota corporation, **KRAUSE ANDERSON**
CONSTRUCTION, INC., a Minnesota corporation,

Defendants.

Plaintiff, the City of Maplewood (hereinafter referred to as “Plaintiff”), for its Complaint against Defendants, Parkos Construction Co., Inc. (“Parkos”) and Krause Anderson Construction, Inc. (“KA”) states and alleges as follows:

1. This is an action for breach of contract, breach of express and implied warranties, negligent construction, negligent supervision/professional negligence resulting from construction defects in a the Maplewood Fire Station #2 (“the Building”) located at 1955 Clarence Street North, Maplewood, Minnesota.

THE PARTIES

2. Plaintiff is a Minnesota municipal corporation located in Ramsey County, Minnesota.
3. Defendant Parkos is a Minnesota corporation with a registered address of 1010 South Robert Street, St. Paul, Minnesota. Parkos acted as the roofing contractor with respect to the construction of the roof on the Building.
4. Defendant Krause Anderson is a Minnesota corporation with a registered address of 8625 NE Rendova Street, P.O. Box 158, Circle Pines, Minnesota. Krause Anderson was the construction supervisor for the entire project.

JURISDICTION AND VENUE

5. This action seeks damages from Defendants Parkos and Krause Anderson for breach of contract, breach of warranties, negligent supervision and negligent construction in connection with defects in the construction of the roof on the Building, over which this Court has jurisdiction.
6. Venue is proper in Ramsey County because the Building is located in Ramsey County.

FACTS COMMON TO ALL COUNTS

7. On or about November 19, 1999, the Plaintiff entered into a written contract with Defendant Krause Anderson for professional project and construction management for the construction of the Building.
8. On or about January 1, 2001, the Plaintiff entered into a contract with Defendant Parkos to construct the roof of the Building.
9. The Contract contains an express warranty from Parkos that: materials and equipment furnished under the contract would be of good quality and new unless otherwise required or permitted; that the work would be free from defects; that the work would be performed in a workmanlike manner not inherent in the quality required or permitted; and, that the work would conform to the requirements of the Contract.
10. Krause Anderson owed Plaintiff a duty to perform its services as agreed to including the duty to, “determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work.”
11. Parkos provided Plaintiff with an express warranty that Parkos would construct and maintain the roof system and repair all defects which result from faulty workmanship or defective materials.

12. Construction of the Building commenced in 2000 and was purported to be complete in April 2002.
13. Plaintiff began occupying the Building in or around May 2002. Since moving in and occupying the building, Plaintiff has experience continual leaking from the roof during rain/snow events and substantial leaking during winter months due to condensation.
14. Plaintiff has, on numerous occasions, contacted Parkos and Krause Anderson with regards to the leaking and condensation.
15. Investigations conducted on the Plaintiff's behalf show that, among other things, there were numerous and substantial deficiencies and defects in the implementation, and construction of the roof on the Building that violate building standards and threaten the project's structural integrity. Plaintiff's experts have recommended the replacement of the entire roof on the Building.
16. Both Parkos and Krause Anderson provided implied warranties to Plaintiff regarding their workmanship on the construction of the Building, including, but not limited to, the following:
 - a) all labor and materials would be furnished in accordance with industry standards, in a workmanlike manner, be of good quality, free of defects, and in conformity with the Contract;
 - b) would be habitable;
 - c) the construction would be fit for its intended purpose;
 - d) the construction would comply with all applicable design specifications and applicable codes and regulations; and
 - e) Parkos and Krause Anderson would deal with the Plaintiff in good faith.
17. Parkos and Krause Anderson also owed the Plaintiff a duty to construct the Building in a good, safe, workmanlike and non-negligent manner.

Maplewood

18. The cost to perform the necessary remedial work to correct the damages and to replace the roof is expected to exceed \$50,000.00.

COUNT I – BREACH OF CONTRACT (Parkos)

19. All preceding paragraphs are re-alleged and incorporated by reference as if more fully set forth herein.
20. In the Contract for the Building, Parkos agreed and represented, among other things, to furnish labor and materials for the Building in accordance with the approved plans and accepted project manual, that the work would be free from defects, and would be performed in a workmanlike manner.
21. Parkos has breached the Contract in that, among other things, the work was not performed in a workmanlike manner, was not free of defects, and was not in accordance with the accepted terms by:

- Failing to properly administer the construction of the roof;
- Failing to observe the use of proper roofing materials during or after its installation; and
- Failing to properly and adequately supervise installation of the roof system by not incorporating the fasteners to building specifications.

22. Plaintiff is entitled to recover all damages suffered as a direct and proximate result of Parko's breach of the Contract from Parkos and from United Fire in excess of \$50,000.00, to be proven with specificity at trial.

COUNT II – BREACH OF EXPRESS WARRANTY (Parkos)

23. All preceding paragraphs are re-alleged and incorporated by reference as if more fully set forth herein.

24. Parkos expressly warranted to Plaintiff that: materials and equipment furnished under the Contract would be of good quality and new unless otherwise required or permitted; that the work would be free from defects; that the work would be performed in a workmanlike manner not inherent in the quality required or permitted; and, that the work would conform to the requirements of the Contract.
25. Parkos expressly warranted to Plaintiff that Parkos would maintain the roof system and repair all defects which result from faulty workmanship or defective materials.
26. Parkos has breached its express warranties because the construction is not free from defects caused by faulty workmanship and defective materials, is not free from major construction defects, and does not comply with building standards.
27. Plaintiff is entitled to recover damages suffered as a direct and proximate result of Parkos' breach of express warranties, in an amount in excess of \$50,000.00, to be proven with specificity at trial.

COUNT III – BREACH OF IMPLIED WARRANTY (Parkos)

28. All preceding paragraphs are re-alleged and incorporated by reference as if more fully set forth herein.
29. Parkos impliedly warranted, among other things, that the work would:
 - a) all labor and materials would be furnished in accordance with industry standards, in a workmanlike manner, be of good quality, free of defects, and in conformity with the Contract;
 - b) would be habitable;
 - c) the construction would be fit for its intended purpose;
 - d) the construction would comply with all applicable design specifications and applicable codes and regulations; and.
 - e) Parkos would deal with the Plaintiff in good faith

30. Parkos has breached its implied warranties because there are numerous and substantial deficiencies and defects in the construction of the roof on the Building that violate Building standards and threaten the project's structural integrity.
31. The Plaintiffs are entitled to recover all damages suffered as a direct and proximate result of Parkos' breach of implied warranties in an amount in excess of \$50,000.00, to be proven with specificity at trial.

COUNT IV – NEGLIGENT CONSTRUCTION (Parkos and Krause-Anderson)

32. All preceding paragraphs are re-alleged and incorporated by reference, as if more fully set forth herein.
33. Parkos and Krause Anderson owed Plaintiff a duty to construct the roof of the Building in a workmanlike manner in accordance with the standard of care employed by similarly situated licensed contractors in good standing and to otherwise perform all work necessary to construct the Building in complete compliance with all building codes, laws and ordinances.
34. Parkos and Anderson had a further duty to properly hire, retain, supervise and manage qualified, licensed subcontractors and employees capable of providing services in a workmanlike manner consistent with industry standards, specifications and in conformity with the applicable building codes, laws and ordinances.
35. Parkos and Anderson had a further duty to inspect and monitor the work of its employees and subcontractors.
36. Parkos and Anderson breached their duties of care in that it failed to perform the work in a workmanlike manner, or in a manner that complied with the standard of care employed by similarly situated licensed contractors in good standing or in a manner which complied with the applicable building codes, laws and ordinances.

37. Parkos and Anderson further breached their duties of care in that it negligently hired, retained and failed to properly supervise, manage, inspect and monitor the work of its employees and subcontractors.
38. Plaintiff is entitled to recover all damages suffered as a direct and proximate result of Parkos and Anderson's negligence, in an amount in excess of \$50,000.00, to be proven with specificity at trial.

COUNT V – BREACH OF CONTRACT (Krause Anderson)

39. All preceding paragraphs are re-alleged and incorporated by reference, as if more fully set forth herein.
40. Plaintiff and Defendant Krause Anderson entered into a written contract for evaluation, supervision and construction administration, and other services related to the construction of the roof of the Building.
41. Defendant Krause Anderson has breached the written terms of the contract by:
 - Failing to properly administer the construction of the roof;
 - Failing to observe the use of proper roofing materials during or after its installation; and
 - Failing to properly and adequately supervise installation of the roof system by not incorporating the fasteners to building specifications.
42. Plaintiff is entitled to recover all damages suffered as a direct and proximate result of Krause Anderson's breach of the contract in excess of \$50,000.00, to be proven with specificity at trial.

WHEREFORE, Plaintiff requests the following relief from this Court:

1. For Judgment in an amount in excess of \$50,000.00 against Parkos and Krause Anderson to be proven with specificity at trial;
2. For an award of Plaintiff's costs, interest, and attorney fees;
3. For such other and further relief as the Court deems equitable.

Dated: March 10, 2012.

By: _____
H. Alan Kantrud (#281086)
Attorneys for Plaintiff
1830 County Road B East
Maplewood, Minnesota 55109
Telephone: (651) 249-2052

ACKNOWLEDGMENT

The party or parties upon whose behalf the attached pleading is served acknowledge through their undersigned counsel that costs, disbursements and reasonable attorney and witness fees may be awarded to the opposing party or parties upon the appropriate statutory showing and findings pursuant to Minn. Stat. § 549.211, Subd. 2.

H. A. Kantrud, P.A.

Dated: March 10, 2012.

By: _____
H. Alan Kantrud (#281086)
Attorneys for PLAINTIFF

Maplewood



March 5, 2012

RE: City of Maplewood
Gladstone Roof Investigation
SEH File No. 117768

Mr. Alan Kantrud
City Attorney
City of Maplewood
1830 East County Road B
Maplewood, MN 55109

Dear Mr. Kantrud:

In 1999, the City of Maplewood commissioned Short Elliot Hendrickson (SEH) to provide architectural design services for a new fire station to be located at 1955 Clarence St, Maplewood, MN.

On July 15 of 2011, SEH was called to observe a roof leak occurring over the apparatus bay of the fire station. The temperature was in the mid-sixties and there was a steady rain falling. On arrival we observed an area in the northeast corner of the apparatus bay where a gypsum board ceiling panel had failed and a hole had been cut in the ceiling. Water was dripping steadily onto a fire truck in the northern-most truck bay. After climbing into the opening, we saw the rain was coming into the roof space between the seams of the plywood roof sheathing. It was noted that several seams in the plywood sheathing had separated and appeared warped. We observed that the roof sheathing had been fastened by nailing, as several were visible where they had missed the wood trusses. We also walked several sections of the roof and observed horizontal humps in the shingles running parallel to the eaves and appearing to be spaced every four feet along the sheathing lines. This would seem indicate some issues with fastening of the plywood to the trusses.

Specification Section 06100 addresses Rough Carpentry. Part 3.06 A.2.a of the Project Manual addresses installation of construction panels and specifically indicates that the roof sheathing was to be fastened with screws.

Contacts

Based on our records, contractor contact information as a follows:

Construction Manager

Kraus Anderson

Jon M, Kuenstling

8625 NE Rendora St.

PO Box 158

Circle Pines, MN 55014

763.786.7711

Last Contact: July 25, 2011

Mr. Alan Kantrud
March 5, 2012
Page 2

Roofing Sub-contractor
Parkos Construction Co.

Jack Parkos
1010 S. Robert St.
West St. Paul, MN 55118
651.455.0031
Last Contact: August 1, 2011

Project Schedule

The project was bid in 2000. The work on the roof was done in late winter 2001. The project punch list was required to be completed by August 31, 2001 but not all work was completed. The Fire Chief sent a letter in March 2002 setting a completion date of April 1, 2002. A similar letter was sent by SEH, dated March 18, 2002, establishing a completion date of April 1, 2002 for uncompleted punch list items and new items that appeared.

If you have any other questions regarding the project, please contact me at 651.490.2028 or Larry Koch at 651.490.2053.

Sincerely,

Mark L. Lobermeier P.E.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

City of Maplewood, a Minnesota municipal
corporation.

Case Type: Breach of Warranty/
Contract

Plaintiff,

v.

**STIPULATION FOR DISMISSAL
WITH PREJUDICE**

Parkos Construction Co., Inc., a Minnesota
corporation; Krause Anderson Construction, Inc.,
a Minnesota corporation,

Defendants.

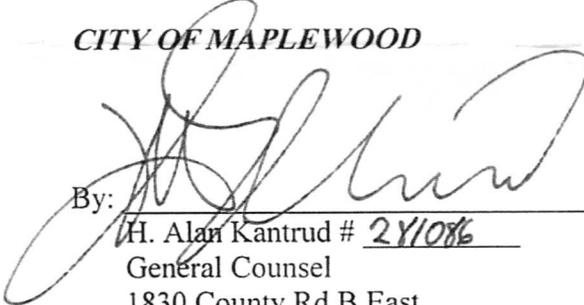
The above-entitled action, having been fully compromised and settled,

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between
the parties hereto, through their respective counsel, that said action may be and hereby is
dismissed with prejudice and on the merits, but without further costs to any of the parties.

IT IS FURTHER STIPULATED AND AGREED that any of the parties, without notice
to the other, may cause judgment of dismissal with prejudice and on the merits to be entered
herein forthwith.

CITY OF MAPLEWOOD

Dated: 15 Jan 13

By: 

H. Alan Kantrud # 241086
General Counsel
1830 County Rd B East
Maplewood, MN 55109
Phone: 651-249-2052
Fax: 651-249-2059

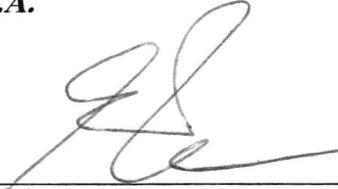
Attorneys for Plaintiff City of Maplewood

**STICH, ANGELL, KREIDLER, DODGE &
UNKE, P.A.**

Dated: _____

4/16/13

By: _____



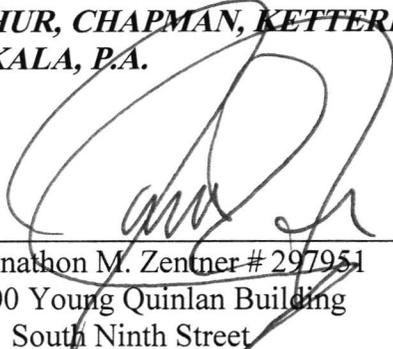
Garth J. Unke (#0189133)
The Crossings, Suite 120
250 Second Avenue South
Minneapolis, MN 55401
Telephone: 612-333-6251
Facsimile: 612-333-1940

*Attorneys for Defendant Parkos Construction Co.,
Inc.*

*Stipulation for Dismissal with Prejudice
City of Maplewood v. Parkos Construction Co., Inc., Kraus Anderson Construction, Inc.*

**ARTHUR, CHAPMAN, KETTERING, SMETAK
& PIKALA, P.A.**

Dated: _____

By:  _____

Jonathon M. Zentner # 297951
500 Young Quinlan Building
81 South Ninth Street
Minneapolis, MN 55402-3214
Phone: (612) 339-3500
Fax: (612) 339-7655

*Attorneys for Defendant Krause-Anderson
Construction, Inc.*

*Stipulation for Dismissal with Prejudice
City of Maplewood v. Parkos Construction Co., Inc., Kraus Anderson Construction, Inc.*

PIERRINGER SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT is fully effective as of November 12, 2012, and is entered into by The City of Maplewood, on behalf of itself (hereinafter sometimes referred to as the "Owner"), and Parkos Construction Co., Inc.. (hereinafter sometimes referred to as Parkos or "Contractor"):

RECITALS

- A. Parkos was a subcontractor retained by Kraus-Anderson Construction Company (K-A) to install a roof and all its elements on a certain fire department building located at 1955 Clarence Street, Maple Grove, MN.
- B. The Owner commenced an claim against Parkos and K-A (the "CLAIM") alleging damages to real property as a result of alleged defects in the design, materials, and construction of the aforementioned fire department building which allowed moisture to penetrate the roof area of the Premises. K-A and Parkos asserted claims for contribution and/or indemnification against each other relative to the claims in question.
- C. Parkos and K-A denied all liability for the Owner's claims and those asserted against each other.
- D. The Owner and Parkos now desire to settle all claims which the Owner has asserted or which could have been asserted as more fully set forth below:

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. RELEASE OF CLAIMS.

- A. In consideration of the sums and/or products described in Paragraph 2 below, the sufficiency of which is hereby acknowledged, the Owner and Parkos hereby

unconditionally and mutually release and forever discharge each other, and their respective insurers, successors, parents, affiliates, assigns, agents, subsidiaries, dealers and distributors, and the officers, directors and assigns of each including any estates, heirs, or devisees from any and all known or unknown and all past, present, and/or future claims, actions, causes of action, suits, demands, rights, and damages of whatever kind or nature including but not limited to claims for (i) property damage; (ii) bodily injury; (iii) compensatory, consequential or punitive damages; (iv) costs or expenses; (v) derivative claims; (vi) attorney's fees; and (vii) any other compensation of any kind or nature, whether known or unknown, foreseen or unforeseen, arising out of or in any way connected with the alleged water intrusion and roofing problems and construction defects at the aforementioned fire department building, hereinafter collectively referred to as the "released claims".

B. The Owner and Parkos acknowledge that no promise or inducement has been made or offered except as set forth herein, that the parties execute this agreement without reliance upon representations or statements by anyone as to the nature and extent of the losses, injuries or damages or the possible consequences thereof.

C. In accepting the amount stated herein, the Plaintiff credits and satisfies that portion of its total damages, which was caused by the fault, if any, of Parkos as may be determined in any future legal action or proceeding, including all claims asserted within the action brought by Plaintiff in the Ramsey County District Court, and further releases and discharges that fraction and portion of its total claims and causes of action for damages against all parties, which shall hereafter by trial or other disposition of any legal action, be determined to be the fraction or percentage of causal negligence or fault

for which Parkos is found to be liable. The Plaintiff expressly preserves and retains any cause of action which it may have against any other person or entity other than Parkos for damages asserted within the aforementioned litigation.

The Plaintiff further agrees to defend, indemnify and hold harmless Parkos, from any claims or causes of action of any kind which may be brought by any party against Parkos, relating to the construction of the aforementioned building, associated business dealings, and any other cause of action relating to this litigation. Plaintiff further agrees to defend, indemnify and hold Parkos and its insurers, (Travelers) harmless from any claim for contribution, indemnification, insurance or other relief which has been or could be asserted in the future against them by any other party relating to the released claims.

It is also agreed and understood that the Plaintiff releases Parkos from any and all claims based upon any subsequent judgment being determined to be uncollectible in accordance with Minn. Stat. §604.02 as may be reallocated to Parkos and that the Plaintiff agrees to defend, hold harmless and indemnify Parkos against and from any such claim. This indemnification shall extend to the costs, disbursements and attorney's fees of such other parties.

The Plaintiff further agrees to satisfy any judgment it may recover against any person or entity to the extent of the fraction of the cause of action hereby released.

2. **CONSIDERATION.**

A. Consideration for Owner. The Owner agrees to accept in full settlement of the released claims, certain work to be performed by or under the supervision of Parkos, at a discounted rate previously agreed upon pursuant to Exhibit A (and subject to

allowances included on the attached RIDER) at a cost of \$36,675.00. It is agreed and understood that the amount of \$36,675.00 represents a discounted rate for the work to be performed and that discount offered by Parkos constitutes acceptable consideration for the release extended herein. Owner shall pay Parkos the sum of \$36,675.00 for the work upon its completion, plus any amounts owed pursuant to RIDER provisions. Timing of the payments shall be determined by Owner and Parkos prior to construction work being performed, with the expectation that some payment will be made by Owner to Parkos prior to the commencement of the work to be performed.

It is understood that all shingles, underlayment, and other materials necessary to complete the work will be provided by the Owner through a separate agreement with CertainTeed.

B. Confidentiality of Consideration. All parties hereto acknowledge the sufficiency of the consideration for this Agreement, but further agree that such consideration shall be kept confidential and not disclosed to any party other than the parties to this agreement.

3. NO ADMISSION OF LIABILITY.

The parties recognize and agree that this settlement is the compromise of disputed claims and that the consideration accepted and paid hereunder is not intended nor shall it be construed by anyone to be an admission of liability by or on behalf of any of the parties, by whom all such liability is expressly denied, said parties intending by this settlement merely to avoid litigation and buy their peace.

4. LIABILITY OF SETTLING PARTIES EXTINGUISHED.

It is understood and agreed that the purpose, intent and legal effect of this Agreement is to extinguish the entire liability of the Parkos to the Owner and the Owner to the Parkos arising out of or connected with the released claims, and to bar forever any recovery by way of subrogation, indemnity, contribution or any other claim, including attorney's fees, against any party by any other party or any third party regarding the released claims in connection with the Premises.

5. BINDING EFFECT.

The terms of this Settlement Agreement and General Release shall be binding upon and be enforceable against and shall inure to the benefit of the parties hereto jointly and severally and the heirs, successors, personal representatives, and assigns of each.

In entering this Settlement Agreement, each party represents that they have relied upon the advice of their attorney, who is the attorney of their own choice, concerning the legal consequences of the Settlement Agreement; that the terms of the Settlement Agreement have been completely read and explained to each party by their attorney; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted.

6. REMARKS.

All parties to this Settlement Agreement and Release agree that they shall make no disparaging remarks about any other party to this Agreement, including but not limited to any remarks about the nature or adequacy of any person's performance of the work or the supply of materials for the construction of the Premises. Nothing in this provision prevents truthful disclosure of the existence and basis of the underlying claim and subsequent settlement of claims to third parties, although such disclosure shall not

specifically identify the parties released pursuant to this Settlement Agreement and General Release and presuming said disclosure complies with the terms and conditions of this Settlement Agreement and General Release in all other respects.

8. **ENTIRE AGREEMENT.**

The Owner and Contractor further understand and agree that this document contains the entire agreement between the Owner and the Contractor with respect to the Claims, and that the terms of this Settlement Agreement and Release are contractual and not a mere recital. By their signatures below the Owner and the Contractor each represent that they have carefully read this document, know and understand the terms and effect hereof, have fully discussed the terms and effect of this document with their attorneys, and have signed this Settlement Agreement and Release as their free and considered act. This Agreement includes two separate signature pages

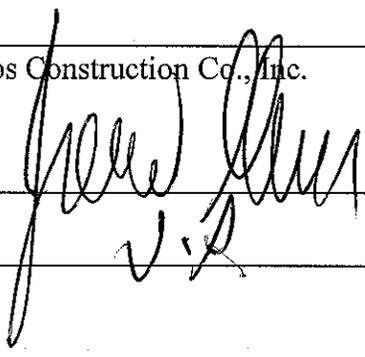
[BALANCE OF PAGE NOT USED]

City of Maplewood

Parkos Construction Co., Inc.

By _____

Its _____

Handwritten signature and initials in black ink, written over the signature lines. The signature is a cursive name, and the initials below it appear to be 'V.A.'



PARKOS CONSTRUCTION COMPANY, INC.

GENERAL CONTRACTOR
1010 SOUTH ROBERT STREET WEST ST. PAUL, MINNESOTA 55118
PHONE: (651) 455-0031 FAX: (651) 450-7740
"AN EQUAL OPPORTUNITY EMPLOYER"
PARKOSCONST@AOL.COM

Date: 12/13/2012

To: City of Maplewood @ Steve Lukin
1955 Clarence Street
Maplewood, Minnesota 55109

Re: Re-Roof Maplewood Fire Station

Per Quote Dated 10/9/2012

1: Demo and Install Shingles	\$ 22,653.00
2: Install Ice and water shield	4,510.00
Materials by owner	0.00
3: Install Felt / Labor Only	2,013.00
Materials by owner	0.00
4: Replacement of Plywood	0.00
(All plywood in good shape we screwed down loose areas	
Labor: 4 hrs @ 75.00	300.00
5: Cost of Building Permit	610.00
6: Additional Labor to install Ice and Water Shield on roof	
Labor: 6 hrs @ 75.00	300.00

TOTAL: \$ 30,386.00

Note: For your use attached are materials cost used on this project, which
CertainTeed is to pay.

JP:ks

Page 1 of 6

CC: Garth @ stich, angell, Kreidler, Dodge & Unke

PARKOS CONSTRUCTION CO. INC.

1010 S. ROBERT STREET
WEST ST PAUL, MN 55118
USA

INVOICE

Invoice Number: 5430
Invoice Date: Dec 13, 2012
Page: 1

Duplicate

Voice: 651-455-0031
Fax: 651-450-7740

Bill To:
City Of Maplewood Fire Station 1955 Clarence Street Maplewood, MN 55109

Ship to:
City Of Maplewood Fire Station 1955 Clarence Street Maplewood, MN 55109

Customer ID	Customer PO	Payment Terms	
City of Maplewood		Net 30 Days	
Sales Rep. ID	Shipping Method	Ship Date	Due Date
	Airborne		1/12/13

Quantity	Item	Description	Unit Price	Amount
		100 % Complete for Labor and Materials to RE-Roof the Fire Station		30,386.00
Subtotal				30,386.00
Sales Tax				
Total Invoice Amount				30,386.00
Payment/Credit Applied				
TOTAL				30,386.00

Check/Credit Memo No:



MIDWEST ROOFING SUPPLY-MINNEAPOLIS
460 HOOVER ST. NE
MINNEAPOLIS, MN 55413
FAX: (612)-378-6066
Phone: (612)-378-6006

BILL TO:
BEAR ROOFING & EXTERIORS, INC.
2000 OAK KNOLL DRIVE
WHITE BEAR LAKE MN 55710

ORDER ACKNOWLEDGMENT

02348685

Account: BEA001 0002
Branch: WWMIN
Phone: () - -
Fax: () - -

SHIP TO:
BEAR ROOFING & EXTERIORS, INC.
1955 CLARENCE
MAPLEWOOD FIRESTATION
MAPLEWOOD MN 55710

QUANTITY	UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
PO: HAWK REF: JOB: ORDER DATE: 12/04/12 SALES L LORENZ TYPE: WHSE SHIP VIA: ROOF TOP FRT TERM: EXP DELV DATE: 12/05/12 AGENTS L LORENZ ORDERED BY: CREATED BY: Joverholser				
88	EA	DELIVER WEDNESDAY AM CALL ELIAS ON WAY 651-231-2675 CERWGSA CT WINTERGUARD SAND 2SQ-LONG 88/EA Loc:YARD	55.00/EA	4,840.00
10	BX	COIL114 1-1/4" COIL NAILS COIL 1-1/4" #0611070 10/BX Loc:YARD	25.00/BX	250.00
20	BX	DUOST DUO FAST STAPLES 5/16" 20/BX Loc:YARD	5.50/BX	110.00
5	EA	LOMSOV LOR300 LOMANCO VENT. SINGLE OVER 5/EA Loc:YARD	55.00/EA	275.00
330	BD	CERLARHUGSH. 3 BD/SQ CERT LMARK LT AR HUNTER GREEN 330/BD Loc:YARD	27.16/BD	8,962.80
10	BD	CERHRHUG 30' BD CERT H&R SHADOW RIDGE HUNTER GREEN 10/BD Loc:YARD	44.50/BD	445.00
10	BD	CERSTSW CERTAINTEED SWIFTSTART STARTER 116' 10/BD Loc:YARD	34.50/BD	345.00
3	EA	ARCRV20 RV20G 20"X50' ROLLED VALLEY GALV 3/EA Loc:YARD	56.75/EA	170.25



MIDWEST ROOFING SUPPLY-MINNEAPOLIS
460 HOOVER ST, NE
MINNEAPOLIS, MN 55413
FAX: (612)-378-6066
Phone: (612)-378-6006

BILL TO:
BEAR ROOFING & EXTERIORS, INC.
2000 OAK KNOLL DRIVE
WHITE BEAR LAKE MN 55710

ORDER ACKNOWLEDGMENT

02353681

Account: BEA001 0002
Branch: WWMIN
Phone: () -
Fax: () -

SHIP TO:
BEAR ROOFING & EXTERIORS, INC.
1955 CLARENCE
MAPLEWOOD FIRE STATION
MAPLEWOOD MN 55109

PO: FIRESTATION	REF:	JOB:	SHIP VIA:	FRT TERM:
ORDER DATE: 12/06/12	SALES L LORENZ	TYPE: WHSE	ROOF TOP	
EXP DELV DATE: 12/07/12	AGENTS	ORDERED BY: HAWK		
	J OVERHOLSER	CREATED BY: Joverholser		

QUANTITY	UDM	ITEM/DESCRIPTION	PRICE/UDM	AMOUNT
		DELIVER FRIDAY LATE AM ALSO HOIST UP SHINGLES PREVIOUSLY DROPPED ON SITE		
4	EA	IPS34BL 3-4" PIPE BOOT BLACK 81857 4/EA Loc:YARD	13.2492/EA	53.00
2	EA	BROAKV BROAN 634 KITCHEN VENT 2/EA Loc:YARD	25.0013/EA	50.00
50	EA	AIRVSVBL AIR VENT SHINGLE-OVER VENT 4' BLACK SHINGLE VENT II 12" FILTERED (SHFVBL) 50/EA Loc:YARD	10.25/EA	512.50
195	BD	CERLARHUGSH CERT LMARK LT AR HUNTER GREEN 195/BD Loc:YARD	27.16/BD	5,296.20
		SUB-TOTAL		5,911.70
		MN - RAMSEY COUNTY	7.125%	421.21

PAYMENT TERMS:
1% 10TH, NET 30TH

Balance **\$6332.91**

Weight: 17,216.00

Load: 5.18



MIDWEST ROOFING SUPPLY-MINNEAPOLIS
460 HCOVER ST, NE
MINNEAPOLIS, MN 55413
FAX: (612)-378-6066
Phone: (612)-378-6006

ORDER ACKNOWLEDGMENT

02348685

Account: BEA001 0002
Branch: WWMIN
Phone: () - -
Fax: () - -

BILL TO:
BEAR ROOFING & EXTERIORS, INC.
2000 OAK KNOLL DRIVE
WHITE BEAR LAKE MN 55710

SHIP TO:
BEAR ROOFING & EXTERIORS, INC.
1955 CLARENCE
MAPLEWOOD FIRESTATION
MAPLEWOOD MN 55710

PO: HAWK	REF: L LORENZ	JOB:
ORDER DATE: 12/04/12	SALES: L LORENZ	TYPE: WHSE
EXP DELV DATE: 12/05/12	AGENTS: L LORENZ	ORDERED BY: Joverholser
		SHIP VIA: ROOF.TOP
		FRT TERM:

QUANTITY	UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
24	TB	GEO2300CL GEOCEL CAULK 2300 CLEAR 24/TB Loc:YARD	5.9808/TB	143.54
		SUB-TOTAL		15,541.59
		MN - HENNEPIN COUNTY	7.275%	1,130.54

PAYMENT TERMS:
1% 10TH, NET 30TH

Balance **\$16,672.23**

Weight: 36 537.50

Load: 10.37

Dec 11 12 05:57p



MIDWEST ROOFING SUPPLY-MINNEAPOLIS
460 HOOVER ST, NE
MINNEAPOLIS, MN 55413
FAX: (612)-378-6066
Phone: (612)-378-6006

ORDER ACKNOWLEDGMENT

02361935

Account: BEA001 0002
Branch: WWMIN
Phone: () -
Fax: () -

BILL TO:
BEAR ROOFING & EXTERIORS, INC.
2000 OAK KNOLL DRIVE
WHITE BEAR LAKE MN 55710

SHIP TO:
BEAR ROOFING & EXTERIORS, INC.
1955 CLARENCE
MAPLEWOOD FIRE STATION
MAPLEWOOD MN 55109

QUANTITY	UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
10	BD	CERHRHUG 30' BD CERT H&R SHADOW RIDGE HUNTER GREEN 10/BD Loc:YARD	44.50/BD	445.00
10	EA	CERWGSA CT WINTERGUARD SAND 2SQ-LONG 10/EA Loc:YARD	55.00/EA	550.00
SUB-TOTAL				995.00
MN - MINNEAPOLIS 7.775%				77.37

PAYMENT TERMS:
1% 10TH, NET 30TH

Balance **\$1,072.37**

Weight: 1.530.00

Load: 0.56

MEMORANDUM

TO: James Antonen, City Manager
FROM: H. Alan Kantrud, General Counsel
SUBJECT: **Maintenance Agreement for BNSF Railroad Bridge over I-694**
DATE: February 5, 2013

INTRODUCTION

Approximately 10 years ago during the County Road D re-alignment project the City was asked to purchase a portion of railroad grade from approximately Beam Avenue to just across I-694 on behalf of The Ramsey County Regional Rail Authority. The plan included the Rail Authority then purchasing the same from the City, a sales-process that was authorized earlier in 2012 by Council. That process includes the transfer of certain other rights and responsibilities and this matter is before Council again for an approval of one of those transfers.

BACKGROUND

As the agenda implies, this matter is before the Council to consider the Resolution Attached that approves the orderly update and transition of responsibility for the maintenance of the bridge and the spans I-694. The bridge was constructed during the original construction of I-694 in the mid-sixties. MnDOT had to construct the bridge to accommodate the railgrade that ran through the area that was operated by BNSF. Since I-694 was designed to go directly across the grade, it became necessary to either place the railroad above the highway or the highway below the railroad. MnDOT chose the former.

As part of the construction of the bridge that now suspends the railroad over the highway, BNSF and MnDOT also acknowledged that maintenance of the bridge would be required from time to time and agreed to program by which the BNSF company would "fix" what needed fixing and charge-back MnDOT for the work. That Agreement remains in place to this day.

When the discussion about the Agreement, which had to be assigned from BNSF to the City, came up with the ultimate purchaser, RCRRA, your author suggested it would be a good time to revisit the Agreement as it was an awkwardly worded document that had more to do with the construction of the bridge than anything. After many meetings and drafts and discussions, the attached document which re-states and redefines the relationship of the MnDOT and owner of the rail-grade is before you for approval since Maplewood is, technically, the owner at the moment.

DISCUSSION

This Resolution to approve the attached agreement will ensure that when the City transfers the ownership of the rail-grade to the RCRRA it will also be able to assign the maintenance agreement that goes with it. Since the RCRRA has every intention of keeping and using the rail-grade in perpetuity, this Agreement should be the last one required for some time, or at least until the bridge gets taken down or rebuilt.

RECOMMENDATION

Staff recommends the approval of the attached Resolution.

Attachments:

1. Original Agreement dated November 16, 1965
2. Agreement
3. Resolution

Agreement No. 54881

S.P. 6286-03 (T.H. 694-393)
Minn. Proj. I-IG-694-5(39)235
Underpass Bridge No. 62822
0.9 Mi. W. of Jct. (In White Bear Lake)
of White Bear Ave. and T.H. 694
South of White Bear Lake, Minnesota
NORTHERN PACIFIC RAILWAY COMPANY

THIS AGREEMENT, made this 16th day of November, 1965,
by and between the NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the
"Company," and the STATE OF MINNESOTA, acting by and through its Commissioner of
Highways, hereinafter called the "State," WITNESSETH:

WHEREAS, plans and specifications have been prepared by the State for the
construction of an underpass bridge, (numbered in the records of the State as
Underpass Bridge No. 62822) for the purpose of causing separation of grades at
the intersection of Trunk Highway No. 694, as duly established, and the railroad
track of the Company south of White Bear Lake, Ramsey County, Minnesota, at the
location shown on the map attached hereto, marked Exhibit "B," dated August 19,
1965, and made a part hereof and incorporated herein by reference; and

WHEREAS, said plans and specifications have been approved by the Chief
Engineer of the Company; and

WHEREAS, said plans are on file in the Office of the Department of Highways,
St. Paul, Minnesota, being identified as "Trunk Highway No. 694, State of
Minnesota, Department of Highways, Bridge No. 62822, located South of White Bear
Lake, Ramsey County, Minnesota"; and

WHEREAS, said specifications are on file in the Office of the Department of
Highways, St. Paul, Minnesota, being identified as "Special Provisions for
S.P. 6286-03 (T.H. 694-393), Minnesota Project I-IG-694-5(39)235, Bridge No.
62822, located on Trunk Highway No. 694 under the Northern Pacific Railway
Company's track south of White Bear Lake, Ramsey County, Minnesota," which together
with the "Minnesota Department of Highways, St. Paul, Standard Specifications
for Highway Construction, dated January 1, 1964," on file in the Office of the
Commissioner of Highways, will constitute the specifications for said improvement;
and

WHEREAS, the Commissioner of Public Roads, acting through appropriate agencies and departments, has approved the construction of said underpass bridge as a Federal Aid Project, designated in the records of the Bureau of Public Roads as Minnesota Project I-IG-694-5(39)235; and

WHEREAS, pursuant to "Policy and Procedure Memorandum No. 21-10, dated October 3, 1958," duly issued by the Commissioner of Public Roads, it has been determined by the Commissioner of Public Roads that the aforesaid railway-highway project shall be classified under said Memorandum as "Existing Railroad Crossed by New Highway," and that under said Federal law, rules and regulations there are no ascertainable benefits to the Company as determined in said Memorandum; and

WHEREAS, condemnation proceedings entitled "State of Minnesota vs. Fern G. Peterson et al" have been instituted in District Court, Ramsey County, to acquire that portion of the Company's right of way colored green on said Exhibit "B" which is required for the construction and maintenance of said Underpass Bridge No. 62822, and which is described in said proceedings as Parcel 7 A- S.P. 6286 (694-393)901; and

WHEREAS, the State desires that the Company grants permission for the construction and maintenance of said Trunk Highway No. 694 upon and across the right of way of the Company at this location and further desires that the Company joins it in the construction of an underpass bridge; to-wit: said Underpass Bridge No. 62822, at the location shown on said Exhibit "B", and the Company is willing to do so upon the terms and conditions hereinafter stated,

NOW, THEN, IT IS AGREED:

1. The State of Minnesota, Department of Highways, "Standard Clauses for Grade Separation Agreements," dated November 15, 1963, is attached hereto as Exhibit "A" and hereinafter referred to as "Standard Clauses." All of the terms and conditions set forth in the "Standard Clauses" are hereby incorporated by reference and made a part of this agreement with the same force and effect as though fully set forth herein.

2. That said plans and specifications for the construction of said bridge, numbered Underpass Bridge No. 62822, referred to and identified in the foregoing recitals, be and are hereby incorporated by reference and made a part of this agreement with the same force and effect as though fully set forth herein.

3. The State agrees to acquire and furnish the right of way necessary for the construction of the one-track shoofly made necessary by reason of the construction of said Undermass Bridge No. 62822. The land to be furnished by the State hereunder for said shoofly is shown in yellow on Exhibit "B" attached hereto.

4. It is contemplated that the construction of said Underpass Bridge No. 62822 and the project of which it is a part is, under the laws of the United States and the rules and regulations from time to time issued thereunder, eligible to be classified as "Existing Railroad Crossed by New Highway" and that as such, under said laws of the United States and said rules and regulations, it may be financed in whole with available Federal Aid without any contribution by the Company.

It is contemplated that the United States is to pay by way of Federal Aid the entire cost of the work to be performed under the contract to be let by the State but, in the event that the United States shall fail to pay any part of the cost of the said work, the State agrees to pay what the United States does not pay; provided, however, that nothing herein contained shall prevent the State from pursuing and enforcing any of its common law and statutory rights which it may have against any tortfeasor, including any contractor and the Company.

The State agrees to supervise and have charge of the work to be performed under the contract to be let by it. It is contemplated that the cost of such supervision shall be reimbursed by the United States. If any part thereof shall not be reimbursed by the United States, the State agrees to assume and pay such costs.

5. The Company, for and in consideration of the sum of Twenty-Five Dollars

(\$25.00) to be paid upon full execution of this agreement, so far as it has the power to do so, and expressly conditioned upon the performance by the State of all the covenants and agreements herein set forth to be by it kept and performed, hereby consents to the continuous use by the State for a public highway and for no other purpose, the strip of land across the right of way and property of the Company, shown colored in red upon said Exhibit "B" attached hereto and made a part hereof, and hereby dedicates said strip of land to the public use forever for highway purposes, said strip of land being more specifically described as follows:

All that part of the following described tract :

That part of the Northern Pacific Railway Company's right of way in the southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of section 34, township 30 north, range 22 west, lying within a distance of 25 feet on each side of said railway company's main track center line;

which lies northerly of a line run parallel with and distant 184 feet southerly of Line 1 described below and southerly of Line 2 described below:

Line 1. Beginning at a point on the east line of said section 34, distant 556.14 feet north of the southeast corner thereof; thence run westerly at an angle of 88°45' with said east section line (measured from south to west) for 103.86 feet; thence deflect to the right at an angle of 2°50'30" for 3000 feet and there terminating;

Line 2. Beginning at the point of intersection of the northwesterly right of way line of said railway company with a line run parallel with and distant 100 feet northerly of Line 1 described above; thence run northeasterly to the point of intersection of the southeasterly right of way line of said railway company with a line run parallel with and distant 190 feet northerly of said Line 1 and there terminating;

containing 0.38 acre, more or less.

Reserving, however, unto the Company, its successors and assigns, the right and privilege to use said land for any and all purposes (including maintenance and operation of railroad tracks and facilities), not inconsistent with the use thereof for highway purposes, and further reserving unto the Company the right to prevent the placement or maintenance of any utility facility upon said land in a manner which would unreasonably interfere with

the maintenance and safe and continuous operation of said railroad tracks and facilities. The aforesaid reservation shall not be construed to permit the Company to deny to any utility any right to place their facilities upon said land, nor to subject said utilities to any fee or charge whatsoever. The State shall furnish copies to the Company of any application, including all plans and specifications attached thereto, for the construction or maintenance of a utility to be placed or maintained upon said land.

6. The company hereby grants to the State the right to enter upon and perform construction operations necessary to construct Underpass Bridge No. 62822 on the Company's right of way in the areas shown green on Exhibit "B", said areas being more particularly described as Parcel 7A-S.P. 6286(694-393) 901 in the aforementioned condemnation proceeding.

7. At the request of the State, subsequent to the execution of this agreement and approval of the project by the Bureau of Public Roads, the Company shall install and remove the shoo-fly track, remove and reinstall its track on the bridge, and make all changes in its facilities required by reason of the construction of said Underpass Bridge No. 62822 in substantial accordance with the layout and detailed estimate, which are attached hereto and made a part hereof and marked Exhibits "C" and "D".

If the Company enters into a contract or agreement with a contractor to perform the aforementioned installation and removal of the shoo-fly track, the removal and reinstallation of its track on the bridge and changes in its facilities required by reason of the construction of said Underpass Bridge No. 62822, the Company, for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all the nondiscrimination provisions set forth in Exhibit "E", attached hereto and made a part hereof, in any such contract or agreement.

8. The actual costs of the work performed by the Company in accordance with the foregoing paragraph, shall be ascertained in the manner hereinafter set forth and shall be paid to the Company by the State.

provided, however, the amount to be paid by the State for such work shall not exceed the amount on which the Federal Government bases its reimbursement for such work. Such reimbursable costs shall be ascertained in accordance with the provisions of this agreement and the provisions contained in Policy and Procedure Memorandum No. 30-3 of the Bureau of Public Roads, effective August 15, 1955, and of any other Federal rule or regulations applicable thereto. It is understood that the following estimate of work to be performed by the Company is for informational purpose only. The estimate of cost of the various items of work to be done by the Company hereunder with its own equipment and regularly employed forces and in accordance with the Company's agreements with such regularly employed forces is as follows, and in further accordance with detailed estimate attached hereto and marked Exhibit "D":

Field Engineering and Inspection	\$6,500
Extend Culvert and Remove Timber Grill	590
Construct Shoofly	28,275
Adjust Bridge No. 7	2,000
Remove Track at New Underpass	619
Temporary and Permanent Communications Work	4,827
Temporary and Permanent Signal Work	3,255
Restore Main Track	2,914
Install Inner Guardrail	1,466
Remove Shoofly	4,422
Salvage	12,068 Credit
TOTAL ESTIMATED COST	<u>\$12,800</u>

9. In the event it is determined that a change from the foregoing statement of work to be performed by the Company is required, it shall be authorized only by a written change or extra work order issued by the State and approved by the Division Engineer of the Bureau of Public Roads prior to performance of the work involved in the change. Where an emergency requires, the advance approval of the Division Engineer of the Bureau of Public Roads

may be obtained by telegraph.

10. Upon completion of said bridge, the Company will maintain the entire bridge structure, except the State may paint all or any part of the structure which may be seen from the highway. The word "maintain" as used herein shall be construed as being synonymous with the word "repair" and shall include restoration to a sound or good state after decay, injury, dilapidation, or partial destruction. The expense incurred with its own equipment and regularly employed forces for maintaining all portions of said structure, except the rails, ties, ballast and inner guard rails thereon shall be ascertained and paid to the Company by the State in the manner and to the extent set forth in Standard Clause 15.

The Company will maintain, at its expense, the railway approaches to the bridge and its right of way outside of the highway right of way. The Company will control all drainage on its right of way.

11. The State will maintain its entire roadway up to and including its backslopes and masonry slope protection within its right of way and across the right of way of the Company. The State will maintain all drainage facilities within its right of way, so as not to cause damage to the bridge or its approaches.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be
duly executed as of the day and year first above written.

In Presence of:

R. G. Carson
V. A. Newmaster

NORTHERN PACIFIC RAILWAY COMPANY

By: J. L. Stensbry
VICE PRESIDENT
Attest: Richard P. Seulke
Assistant Secretary

Recommended for Approval:

B. B. Bessie
Engineer of Railway Negotiations

Recommended for Approval:

A. P. B. Bantz
Bridge Engineer

In Presence of:

John J. Miller
James E. Swain

STATE OF MINNESOTA

By: John J. Miller
Commissioner of Highways

Dated: 11-16, 1965

Approved:

DEPARTMENT OF ADMINISTRATION

Approved as to Form and Execution:

[Signature]
Special Assistant Attorney General

By: P. F. Demcon
Authorized Signature

42,800.00
HAS BEEN ENCUMBERED FOR THE OBLIGATION HEREOF AGAINST THE PREVIOUSLY UNENCUMBERED BALANCES OF THE PROPER APPROPRIATION AND ALLOTMENT.
NOV 22 1965
STAFFORD KING, State Auditor
By: R. B. King
Authorized Signature

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 12th day of November, 1965, before
me, a Notary Public within and for said County, personally appeared
E. L. STEINBRIGHT and Richard A. Bouke,
to me personally known, who, being each duly sworn, did say that they
are respectively the VICE PRESIDENT and
Assistant Secretary, of the corporation named in
the foregoing instrument, and that the seal affixed to said instrument
is the corporate seal of said corporation, and that said instrument was
signed and sealed in behalf of said corporation, and
E. L. STEINBRIGHT and Richard A. Bouke
acknowledged said instrument to be the free act and deed of said
corporation.

(SEAL)

Richard A. Wolfe
Notary Public, Ramsey County, Minnesota
RICHARD A. WOLFE
Notary Public, Ramsey County, Minn.
My Commission Expires April 30, 1970

N.P.

STATE OF MINNESOTA
DEPARTMENT OF HIGHWAYS
"STANDARD CLAUSES"
FOR
GRADE SEPARATION AGREEMENTS
NOVEMBER 15, 1963

1. The State agrees to submit the plans and specifications for the construction of the grade separation structure to the Railroad and Warehouse Commission for its approval and the approval of the separation of grades of the tracks of the Company and of the trunk highway as shown in the plans and specifications referred to in the grade separation agreement.

2. The State agrees to let a contract pursuant to law for the construction of the grade separation structure in accordance with said plans and specifications.

3. The State agrees that all work provided to be done by the State on the right of way of the Company shall be performed and completed in accordance with said plans and specifications in a manner satisfactory to the Chief Engineer of the Company or his authorized representative. The State agrees that any contract let by it for the performance of any construction work contemplated by this agreement will require the contractor to comply with all of the provisions relating to work on railroad right of way contained in specifications for highway construction issued by the State, dated January 1, 1964, and to carry railway insurance in accordance with "Bureau of Public Roads Policy and Procedure Memorandum No. 20-12, dated March 5, 1959," providing protection to the railway company.

4. The State reserves the right to make such changes in the plans or character of the work as the work under the contract progresses as shall in the Commissioner of Highways' judgment be reasonably necessary to cause the agreed grade separation structure to be in all things constructed and completed in a satisfactory manner and, to that end and as supplemental to any contract let for the construction of said project, to enter into any supplemental agreement with the contractor for the performance of any extra work or work occasioned by any necessary advantages or desirable change in plan. Any such changes in plans or the character of work involving the said structure or the company's facilities will be subject to the approval of the Company.

5. The State agrees that it will from time to time as the work progresses and at the completion thereof take such steps and perform such acts as may be necessary or required under any law of the United States or of any rule or regulation issued by

proper Federal authority in order to obtain and receive any Federal Aid made available for the construction of said project.

6. The work to be performed by the Company in connection with the construction of the grade separation structure is to be considered a part of the cost of said grade separation insofar as such items of work and expense are eligible for reimbursement under Federal laws, and the rules, regulations and memoranda of the Bureau of Public Roads of the Department of Commerce, and it is contemplated that the Company will be reimbursed with Federal Funds made available therefor.

7. The Company shall keep account of its work in such a way that said accounts may be readily audited.

8. The State will reimburse the Company with Federal Funds for actual expense it will incur rearranging its facilities upon receipt of partial or final bills, marked "Progressive Bill No. 1, No. 2, etc." or "First, Second, etc., and "Final" and signed by an officer of the Company, rendered in sextuplet on which the State will pay 90%. Final payment will be made after audit of a final detailed bill, rendered in sextuplet, in accordance with Bureau of Public Roads Policy and Procedure Memorandum No. 30-3. Partial bills do not need to be in detail.

9. Said final bill shall be a complete, detailed and itemized statement of all items of work and so arranged and divided as to conform to each of the items of work performed by the Company as shown in the appropriate exhibit or exhibits attached to the grade separation agreement.

10. Upon request of the State's Engineer during prosecution of the work, the Company's representative in charge thereof shall furnish full detailed information as to progress of work and amount of labor and material used to date.

11. The Company agrees that its representative in charge of the work shall furnish the State's Engineer "Monthly Report of Employment, Form 2233," signed in duplicate, showing the number of names on payroll, classification, total hours and total wages paid for each month not later than the week following the month in which the work was performed.

12. The Company agrees that in addition to the foregoing records and acts it will from time to time make such other reports, keep such other records and perform such other work in such manner and time as may be necessary to enable the State to collect and obtain available Federal Aid.

13. The Company agrees that it will notify the State's Engineer in charge of the project as to starting, stopping, resumption and completion dates.

14. In the event that the State does not enter into a contract for construction of the project contemplated by this agreement on or before a day twelve (12) months after the date this agreement is fully executed, then either party may, at any time thereafter, serve notice of cancellation upon the other party by registered mail, and this agreement shall immediately be cancelled and terminated; provided, however, that the Railway Company shall be reimbursed in full by the State for all engineering costs incurred after this agreement is fully executed and prior to said cancellation.

15. The reimbursable maintenance costs shall not extend to the repair of any damage to the bridge structure resulting from the operations of the Company for which the Company has any common law or statutory liability. The reimbursable maintenance costs shall be limited to the actual cost of labor and materials used and to the reasonable rental value of equipment used. Except as hereinafter provided in the case of emergency repairs, reimbursement shall be made only if the Company has submitted its proposed repairs to the State, including an estimate of cost of such repairs, and approval has been received from the State in writing in advance of starting work by the Company. If the Company is unable to obtain the State's approval of such repairs, it may request and require the State to let a contract for the necessary work. Should an emergency exist requiring immediate repairs to said bridge structure in order to maintain railroad traffic, in such event the Company shall be only required to notify the State as soon as reasonably possible that the emergency has arisen and that the Company is proceeding with the work. The Company hereby acknowledges that it may be necessary to file a legislative claim for reimbursement of any costs incurred before State funds are encumbered in an amount sufficient to cover the costs of the work. In all events, reimbursable maintenance costs shall be limited to necessary repairs and the parties hereto agree to submit any dispute as to the necessity of any repairs to the Minnesota Railroad & Warehouse Commission.

16. It is further agreed by and between the parties hereto, anything to the contrary herein notwithstanding, that the Commissioner of Highways of the State of Minnesota is acting in his official capacity only and that he shall not be personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the performance or completion of the project provided for herein.

17. Before the grade separation agreement shall become binding and effective, it shall have received the approval of such State officers as the law may provide in addition to the Commissioner of Highways.

18. The laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, construction, validity and performance of the grade separation agreement.

NORTHERN PACIFIC RAILWAY COMPANY

St. Paul Division

White Bear Lake Line

Gloster (near)

Estimated cost of work to be done by Railway Company forces in connection with construction by the State of Minnesota of its Highway #694 Underpass, Bridge No. 62822, South of White Bear Lake, N.P. Ry. Co. Mile Post 7+740.

I - Engineering, Inspection, etc.

Field Engineering and Inspection	5,000
Check Bridge Steel Shop Plans	1,000
Prepare estimate and bills	500
	6,500

II - Extend Culvert and Remove Timber Grill

Permanent Work

Material

Reinforced Concrete Pipe - 42" - 20 L.F.	240
Store and purchase expense	10

Labor

Install RCP Culvert	140
Excavation	100
Remove 4' x 5' timber grill	25
Payroll additives	75
	590

III - Construct Temporary Shoofly and Construction Turnout

Material:

Cross ties, treated	883 Ea.	4,874
Switch ties, treated	2956 F.B.M.	420
Rail, SH, 100#, 3186 L.F.	47.41 G.T.	5,575
Anglebars, SH, 100#	84 Pr.	384
Bolts and Nutlox	336 Sets	182
Track Spikes	16 Kegs	419
Tie plates, SH	1779 Pc.	1,281
Rail anchors	1160 Pc.	568
Split switch, 100# - 16.5' - Ins.	1	524
S.R. Frog, 100# - 16.5' - #9	1	504
Guard rails, 100# Mang.	1 Set	238
Switch stand	1	102
Lamp and lock	1	24
Ballast, crushed rock	970 C.Y.	2,153
Signs and timber bumper		35
Handle materials		757
Freight		1,258

<u>Labor, etc.</u>	
Construct 1626 ft. of temporary track, complete, including one turnout and bumper.	5,548
Throw 560 Ft. of track at ends of shoofly.	560
Line 420 Ft. of track north of shoofly.	303
Remove 710 Ft. of right of way fence.	71
Payroll additives	1,847
Use of equipment	648
	<u>\$28,275</u>

IV - Bridge No. 7

Throw steel span on to skew to accommodate shoofly alignment and return to existing position after shoofly is removed.	\$2,000
------------------------------------------------------------------------------------------------------------------------	---------

V - Remove Track, etc. at New Underpass

Remove 312 Ft. of track and store materials.	390
Remove 665 Ft. of right of way fence, and 68 Ft. of snow fence.	57
Payroll additives	127
Use of equipment	45
	<u>\$619</u>

VI - Work on Communications Line

Temporary Work

Material:

2 Guys with anchors	21
2000 Ft. of 28 Condr. Cable	880
Trunking	360
4 Impedance Matching Transformer Sets	126
2 Grounds	7
Contingencies	139
Store and Purchasing Expense	77
Freight	77
	<u>\$1,687</u>

Labor:

Set 2 anchors and guys	33
Attach 4 upright braces	8
Trenching 415 Ft.	323
Construct 1225 Ft. of trunking	122
Lay-out and pick up 2,000 Ft. of temporary cable.	200
Remove 3.19 miles of line wire	96
Remove 18 X-arms	19
Pull 3 poles and salvage	24
Cut down 6 poles	6
Remove and store 117 Insulators	12
Remove 1225 Ft. trunking	123
Remove 4 transformers	20
Remove 2 grounds	4
Contingencies	297
Payroll additives	360
Subsistence of men	360
Use of truck	162
	<u>2,169</u>

Permanent Work

Material

4 poles, W.C. Class 4, 40 Ft. B.T.	133
2 poles, W.C. Class 4, 35 Ft. B.T.	51
2 poles, W.C. Class 4, 25 Ft. B.T.	23
6 Guys with anchors, etc.	74
4 H-Fixture Braces	11
10 Cross-arms with bolts, etc.	28
52 Dead-end shackles with ins.	67
180 Lb. Copper weld Line Wire, #8	104
515 Lb. Copper weld Line Wire, #9	241
6 Lb. Copper Tie Wire	3
78 Sleeves	11
12 Crossarms, 10-Ft., with pins, etc.	36
Contingencies	78
Store and Purchase Expense	43
Freight	43
	<u>946</u>

Labor:

Distribute, dig holes and set 10 poles	170
Set 6 anchors and attach guys	100
Attach 14 single crossarms	27
Attach 4 double crossarms	18
Attach 4 H-Fixture braces	8
Attach insulators and pins	15
Attach 52 D.E. Shackles	52
String 3.19 miles line wire	128
Make up 52 Dead ends	39
Contingencies	167
Payroll additives	203
Subsistence of men	200
Use of truck	90
	<u>1,217</u>

Salvage Credit:

75 Ft. of guy strand with clamps, etc.	9
2000 Ft. of 28-condr. cable	792
Copper wire, scrap 664 Lb.	214
Poles not reused	57
Impedance Matching Transformers 4	114
Grounds	2
	<u>6</u>
	<u>(1,192)</u>

Net Total for Communications Work

4,827

VII - Work on Signal System

Temporary Work

Material:

2000 Ft. 5 Condr. cable	832
2000 Ft. 3 Condr. cable	590
1800 Ft. Trunking and Capping	540
2 Guys complete	12
Bonds	50
12 Dead ends, complete	20

1 Switch box and circuit controller	125
5 Insulated joints, 100#	163
Misc. material	233
Additives	564
	<u>3,129</u>

<u>Labor:</u>	
10 Days for 3 men	640
Engineering	64
Payroll additives	194
	<u>898</u>

Permanent Work

<u>Material:</u>	
4000 Ft. #8 AWG Line Wire	156
8000 Ft. #10 AWG Line Wire	176
15 Crossarms complete with pins insulators and ties	98
Bonds	20
Misc. material	45
Additives	109
	<u>604</u>

<u>Labor:</u>	
9 Days for 3 men	575
Engr.	58
Payroll additives	174
	<u>807</u>

Salvage Credit

2000 Ft. 5 Condr. Cable	749
2000 Ft. 3 Condr. Cable	531
Trunking and Capping	405
Deadends	18
Switch box and circuit controller	113
Insulated joints	147
Misc. Material	210
Scrap material	10
	<u>(2,183)</u>

Net Total Signal Work	<u>3,255</u>
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VIII - Restore Main Track

<u>Material:</u>	
Rock ballast 160 Cu. Yd.	355
Service Life Loss on 231 cross ties - 15%	193
Loss on track spikes - 25%	26
Handle material	11
Freight	168

Labor:

Replace ballast and 312 Ft. of track.	1,560
Payroll additives	445
Use of equipment	156
	<u>\$2,911</u>

IX - Install Inner Steel Guardrail

770 Lin. Ft. 100# rail	11.46 G.T.	385
Joints, bolts, nutlox and spikes		229
Handle material		31
Freight		20
Labor installing guardrail		578
Payroll additives		165
Use of equipment		58
		<u>\$1,466</u>

X - Remove Shoofly and Turnout

Remove 1626 Ft. of track including one turnout.		2,133
Replace switch ties with cross ties at temporary turnout.		90
Throw 560 Ft. of track at ends		560
Line 505 Ft. of track		303
Replace 710 Ft. of right of way fence		107
Payroll additives		910
Use of equipment		319
		<u>\$4,422</u>

XI - Salvage Credit for Shoofly, etc.

Ties	75%	(3,971)
Rail	94%	(5,241)
Track Spikes	75%	(314)
Other track fastenings and turnout material.	94%	(3,579)
Freight to stores		282
Handle at stores		755
		<u>(\$12,068)</u>
	Net Credit	

Summary

I	-	Engineering, Inspection, etc.	6,500
II	-	Extend Culvert & Remove Timber Grill	590
III	-	Temporary Shoofly, etc.	28,275
IV	-	Adjust Bridge No. 7	2,000
V	-	Remove Track at New Underpass	619
VI	-	Work on Communications Line	4,827
VII	-	Work on Signal System	3,255
VIII	-	Restore Main Track	2,914
IX	-	Install Inner Guardrail	1,466
X	-	Remove Shoofly, etc.	4,422
XI	-	Salvage Credit	(12,068)
		Total	<u>\$42,800</u>

State to provide grading, culvert extension and
a sub-ballast required for shoofly track.

Supplement No. 1 to Preliminary Engineering
Agreement No. 54148 covers design and preparation
of plans by N. P. Ry. Co., cost of which is not
included in above estimate.

Office of Valuation Engineer
St. Paul, Minnesota
December 10, 1964
Revised August 31, 1965

EXHIBIT "D"

APPENDIX A.

Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-11 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "E"

Mn/DOT Contract No: 02472

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF MAPLEWOOD
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Control Section: 6286
Trunk Highway Number (T.H.): 694
Bridge Number: 62822

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Maplewood acting through its City Council ("City").

Recitals

1. There is an existing bridge over T.H. 694, Bridge No. 62822 ("Bridge"); and
2. The State and BNSF Railway Company ("BNSF") (formerly known as Northern Pacific Railway Company) have an agreement (Agreement No. 54881 and amendment 1 to that agreement and letters regarding placement of sign structures on the Bridge) which dedicates an easement for highway purposes, for the construction of T.H. 694 and the construction, maintenance and repair of the Bridge (the "Bridge Agreements"); and
3. The State and BNSF have a letter of request for the placement of highway signs on the Bridge; and
4. The City in September 2005 purchased certain property from BNSF and Minnesota Commercial Railway Company, including the right, title and interest of BNSF with respect to the property of BNSF that is crossed by T.H. 694 and with respect to the Bridge; and
5. The City, BNSF, Minnesota Commercial Railway, and the State intend to execute, contemporaneous with this Agreement, an Agreement of Assignment, Assumption, and Consent, which will confirm the transfer to the City of all of BNSF's and Minnesota Commercial's rights, title, interests, obligations and liabilities under the Bridge Agreements including with respect to maintenance and repair of the Bridge; and
6. The State and City desire and intend to enter into a new agreement that would modify the Bridge Agreements by replacing those portions of the Bridge Agreements that relate to maintenance and repair of the Bridge; and
7. The City has granted an easement to Ramsey County for the construction and operation of a bicycle/pedestrian trail (the "Bruce Vento Trail" or "Trail") and a portion of the Bruce Vento Trail is located on the Bridge and uses the Bridge to cross T.H. 694; and
8. Minnesota Statutes § 161.20, subdivision 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire as provided in Section 2.3 of this Agreement.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement,

including, without limitation, the following clauses: 2. ; 5. Liability; Worker Compensation Claims; Insurance; 7. State Audits; 8. Government Data Practices; 9. Governing Law; Jurisdiction; Venue; and 11. Force Majeure.

1.4. **Exhibits.** The Agreement of Assignment, Assumption, and Consent entered into by BNSF, Minnesota Commercial Railway, the City and the State on [DATE] _____, 2013, is attached hereto as Exhibit 1.

2. Maintenance by the Parties

The State and the City agree to terminate all provisions relating to maintenance and repair of the Bridge contained in the Bridge Agreements and to share in the maintenance and repair of the Bridge, as it exists today, as follows:

2.1. **Maintenance by the City.** The City, at its expense, shall provide for the maintenance and repair the upper portion of the Bridge above the bridge deck, including railings, fence, and as between the State and the City, the City shall maintain and repair the Trail and subsurface needed for the Trail. The City shall provide for any trash pick-up and removal, plowing and removal of snow, graffiti removal, signage pertaining to usage of the Trail, painting on the Trail side of the Bridge, and similar maintenance associated with the Trail. Any maintenance activities shall be performed in a manner such that no debris, snow or other matter is deposited on the highway or right of way below. The City shall also maintain the approaches to the Bridge outside the highway right-of-way.

The City shall not place or display any non-trail signs, flags, or other objects on the bridge.

The parties intend that this Agreement does not establish a permanent park, recreation area or wildlife or waterfowl refuge facility that would become a Section 4(f) property subject to 23 U.S.C. §138 or 49 U.S.C. §303. If a determination is made that the trail is subject to Section 4(f), the City shall have full responsibility to obtain and implement any Section 4(f) approvals and compliance requirements.

2.2. **Maintenance by the State.** The State, at its expense, shall maintain and repair the Bridge, starting with the bridge deck and including the abutments, beams, the highway right-of-way including backslopes and masonry slope protection, drainage facilities within the highway right-of-way and painting of the Bridge from the ground up through the bridge deck. The State has no responsibilities for maintenance of the Bridge above the bridge deck. The State may in its discretion attach to the Bridge signage relating to usage of the highway.

2.3. **Future replacement of the Bridge.** At such time as either party determines that the Bridge should be replaced or requires that a change be made that materially modifies the structure of the Bridge, whether caused by highway work or use of the Bridge for Trail or other purposes, this Agreement will terminate and the parties shall negotiate a new maintenance agreement. The agreement of the parties to negotiate and enter into a new maintenance agreement shall not be construed to mean that the parties have agreed in this Agreement that the new maintenance agreement shall alter their respective rights with respect to the existence of the highway, the crossing of the highway by a bridge at the current location of the Bridge, as may exist or be established by the Bridge Agreements or other agreements by and between the parties or their predecessors.

3. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

3.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Blvd, MS682, St. Paul, MN 55155
Telephone: 651.366.4634
Fax: 651.366.4769

E-Mail: maryanne.kellysonnek@state.mn.us

3.2. The City's Authorized Representative will be:

Name/Title: Chuck Ahl, P.E., Assistant City Manager/Public Works Director (or successor)
Address: City of Maplewood, 1830 County Road B East, Maplewood, MN 55109
Telephone: 651.249.2056

4. Assignment; Amendments; Waiver; Contract Complete

4.1. *Assignment.* The City may assign its rights and obligations under this Agreement to the Ramsey County Regional Railroad Authority upon written notice of such assignment to the State. Otherwise, neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the Parties.

4.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

4.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

4.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the City regarding the maintenance of the Bridge. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

5. Liability; Worker Compensation Claims; Insurance

5.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

5.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

6. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

7. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

8. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

9. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

This Agreement may be terminated by mutual agreement of the parties.

11. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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Mn/DOT Contract No: 02472

CITY OF MAPLEWOOD

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(State)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF MAPLEWOOD

RESOLUTION

IT IS RESOLVED that the City of Maplewood enter into Mn/DOT Agreement No. 02472 with the State of Minnesota, Department of Transportation for the following purposes:

To clarify the maintenance responsibilities of the former BNSF Railroad Bridge number 62822 over T.H. 694 between White Bear Ave. and T.H. 61 between the State of Minnesota, Department of Transportation and the City.

IT IS FURTHER RESOLVED that the Mayor and the _____ are
(Title)
authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Maplewood at an authorized meeting held on the _____ day of _____, 2013, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2013

Notary Public _____

My Commission Expires _____

NOTARY
SEAL

(Signature)

(Type or Print Name)

(Title)

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Director of Public Works/City Engineer
SUBJECT: **Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, East Metro Public Safety Training Center Phase I Bid Package 1 Improvements, City Project 09-09**
DATE: January 24, 2013

INTRODUCTION

The City Council will consider approving the attached resolution directing the modification of the existing construction contract for the East Metro Public Safety Training Center, Phase 1 Bid Package 1 Improvements, City Project 09-09.

BACKGROUND

On August 13, 2012, the Council awarded Park Construction Company a construction contract for utility extensions to the East Metro site and improvements within the site in the amount of \$413,945.50. There have been no change orders to the contract to date.

The East Metro Bid Package 1 Improvements project included extension of water main to the site and looping the water main from the site to the south and connecting it to existing water main just north of the intersection of Benet Road and Monastery Way. A new sanitary lift station was constructed and the sewer line was extended south along the same alignment as the water main where it connects to the sanitary sewer in the intersection of Benet Road and Monastery Way.

DISCUSSION

The modifications include an increase in quantities related to soil correction work along the sanitary sewer and water main utility alignment including common excavation quantities, granular borrow quantities, and pipe bedding material quantities. The modifications also include the addition of a tracer wire upgrade required by St. Paul Regional Water Services (SPRWS) and inspection fees and connection charges from SPRWS that were paid by the contractor.

Soil Correction (Addition)

Soil borings taken during the preliminary design phase indicated the presence of poor soils that would need correction along the proposed utility corridor. The utility corridor crosses a portion of the property that remains in MnDOT ownership, within an easement. MnDOT requires unrestricted use of the easement area, which includes the option of placing large material stockpiles over the utility corridor. This condition created the need to correct the poor soils. Using the original soil borings SEH estimated a location and depth of probable poor soils that would need to be corrected to allow for MnDOT's operations. Additional borings were completed on July 25, 2012, to better define the soil correction limits. Upon receipt of the preliminary boring logs from these additional borings, SEH determined that the soil correction area was larger than originally estimated and would extend to the south where deeper and wider excavation and additional fill would be needed to correct the utility easement soil conditions. SEH evaluated a number of options to realign the utilities around the MnDOT property such that soil correction would not be necessary, but the costs of those options did not appear to provide any

cost savings. SEH also completed a detailed soil stability analysis to evaluate the risk of utility corridor failure relative to the range of stockpiling operations MnDOT would likely continue along the utility alignment.

Park Construction was informed that the soils correction area would be larger than first estimated in the construction documents. The estimated length and depth of the correction area and revised estimated quantities resulted in an estimate of \$82,000 for added construction. On August 31, 2012, as construction proceeded, Park Construction notified SEH that they began to encounter an even larger area of poor soils beyond the extents of the borings. Due to the highly variable soil conditions on this site, additional borings would not have fully defined the extent of the soil correction area. Therefore, on September 7, 2012, SEH's Senior Geotechnical Engineer visited the site to more accurately define the limits of the necessary soil correction area based on the soil conditions observed in the excavation. SEH gave Park Construction notice to proceed with the soil correction work on September 11, 2012.

St. Paul Regional Water Services Requirements (Addition)

During placement of the water main, St. Paul Regional Water Services informed the contractor that they would require a higher rated tracer wire than was specified in the construction documents and that inspection fees would apply to installation of the water main. These items were not identified in the original contract. To keep the project on schedule, SEH recommended that Park pay inspection fees and include the cost on the next pay application.

The change order costs are summarized below:

Change Order #1		Unit	Quantity	Amount
Item 2105.501	Common Excavation	CY	13,945	\$55,780.00
Item 2105.522	Granular Borrow Placement	CY	5140	\$25,700.00
Item 2451.607	Crushed Rock Pipe Bedding	CY	1310	\$59,605.00
	Higher Rate Tracer Wire	LS	1	\$ 5,060.00
	SPRWS Inspection Fees	LS	1	\$ 7,797.00
Net Project Cost Increase				\$153,942.00

BUDGET

Approval of Change Order No. 1 will increase the project construction contract amount by \$153,942.00 from \$413,945.50 to \$567,887.5. No adjustments to the approved project budget are needed at this time. City Staff and SEH are pursuing options that would have the City receiving reimbursement for a portion of the soil correction as well as the inspection fees and tracer wire. The final bid package, which will include the structures and new traffic signal and site paving, will provide flexibility such as including bid alternates; and depending on pricing, features may need to be delayed into Phase 2, such as the burn tower. If bid pricing comes in very competitive then more work can be completed in Bid Package 3 as the last part of Phase 1 Improvements.

RECOMMENDATION

Staff recommends that the council approve the attached Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, for the East Metro Public Safety Training Center Phase 1 Bid Package 1 Improvements, City Project 09-09.

Attachments:

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

RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 09-09, CHANGE ORDER NO. 1

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvements Project 09-09, East Metro Public Safety Training Center Phase I Bid Package 1 Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Improvement Project 09-09, Change Order No. 1.

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

1. The mayor and city clerk are hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$153,942.00.

The revised contract amount is \$567,887.50.

Adopted by the Maplewood City Council on this 11th day of February 2013.

**CHANGE ORDER
CITY OF MAPLEWOOD
DEPARTMENT OF PUBLIC WORKS**

PROJECT NAME: East Metro Public Safety Training - Phase 1 Utility Improvements
PROJECT NO.: City Project 09-09
CONTRACTOR: Park Construction Company
CHANGE ORDER NO.: One (1)
DATE: December 13, 2012

The following changes shall be made in the contract documents:

REVISE CONTRACT QUANTITIES FOR SOIL CORRECTION DUE TO INCREASED CORRECTION AREA, INSPECTION FEES AND CONNECTIONS CHARGES FROM SPRWS, HIGHER RATED TRACER WIRE FOR DIRECTIONAL BORING

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
2105.501	Common Excavation (EV)	CY	13945	\$4.00	\$55,780.00
2105.522	Place Select Granular Borrow (CV)	CY	5140	\$5.00	\$25,700.00
2451.607	Crushed Rock Pipe Bedding Material (CV)	CY	1310	\$45.50	\$59,605.00
	Higher Rated Tracer Wire	LS	1	\$5,060.00	\$5,060.00
	SPRWS Connection Charges and Inspection Fees	LS	1	\$7,797.00	\$7,797.00
TOTAL NET CHANGE ORDER NO. 1					\$153,942.00

AGENDA REPORT

TO: James Antonen, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
James Taylor, Parks Manager
SUBJECT: **Parks and Recreation Commission 2012 Annual Report and 2013 Goals**
DATE: February 5, 2013

INTRODUCTION

In compliance with Article II, Section 21.20 of the Maplewood city ordinance, the Maplewood Parks and Recreation Commission is required to submit an annual commission report. This report serves as a means of relaying important information to the City Council on the Commission's accomplishments and obtaining feedback on the proposed 2012 goals.

DISCUSSION

On January 16, 2013, the Parks and Recreation Commission adopted their 2012 Annual Report and 2013 goals.

RECOMMENDATION

Review and adopt the attached Parks and Recreation Commission 2012 Annual Report and 2013 goals.

Attachments

1 – Parks and Recreation Commission 2012 Annual Report and 2013 goals

February, 2013

Dear Mayor and Council Members,

In compliance with Article II, Section 21.20 of the Maplewood City Ordinance, the Maplewood Parks and Recreation Commission hereby submits its 2012 annual report and 2013 activity plan.

We reviewed the accomplishments of the past year and discussed the various programs and activities we wish to pursue in the coming year. Our continuing goal is promoting city parks, open space, The Community Center, and quality inclusive programming and maintaining a quality park system. Another goal is to make sure that all of these are geared toward the ever changing demographics of our community.

2012 was a very important year for Maplewood Parks and Recreation. Some of the highlights were implementing the first phase of the Gladstone Master Plan and developing The Fish Creek Area Master Plan. We look forward to 2013 and the upcoming challenges to make Maplewood Parks and recreation opportunities the best that they can be.

This coming year:

Attached are a recap of our 2012 goals and a list of goals for 2013. We would be happy to meet with the City Council to address any concerns or issues that may arise.

Respectfully submitted,

Roy Adams, Commissioner

Craig Brannon, Commissioner

Donald Christianson, Commissioner

R.J. Erhardt, Commissioner

Bruce Roman , Chairperson

Kim Schmidt , Vice Chairperson

Therese Sonnek, Commissioner

Mike Wilde, Commissioner

Parks and Recreation in Maplewood encompasses a large area of trails, active parks, passive parks, open spaces, indoor parks like The Community Center, and greenways. In addition, it covers recreational programming that ranges from athletics to drama classes and special events that all work to tie our community together.

The Maplewood Parks and Recreation Commission provides advice and makes recommendations in all of these areas plus we are charged with the following duties:

- Formulate policies for approval by the City Council
- Advise the Council and City Manager as to the minimum qualifications for the position of Director of Parks and Recreation
- Aid in coordinating Parks and Recreation Services with the programs of other governmental agencies and organizations
- Interpret the policies and functions of the Parks and Recreation Department and relay them to the public.
- Make periodic inventories of Recreation and Park Services that currently exist or may be needed in the future
- Interpret the needs of the public to the City Council and the Director of Parks and Recreation
- Make recommendations for adoption standards on land acquisition, facility development, and program and financial support
- Create an environment at our meetings where the public can come and freely express ideas as well as concerns about our Parks and Recreation Department.

The following served on the Parks Commission in 2012:

Roy Adams, Commissioner

Craig Brannon, Commissioner

Donald Christianson, Commissioner

R.J. Erhardt, Commissioner

Peter Fischer, Commissioner

Daniel Maas, Commissioner

Bruce Roman, Chairperson

Kim Schmidt, Vice Chairperson

Therese Sonnek, Commissioner

2012 Parks and Recreation Commission Goals

1. Continue collaboration with the MCC with quarterly meetings
Accomplished this will continue as standard practice in 2013
2. Evaluate pilot project and continue to evaluate a possible site for an off leash dog area
The Commission would like to see this incorporated as part of the Parks System plan
3. Work with staff to seek alternative funding sources for capital Improvements
Ongoing (This will be a major component of the Parks Systems Plan)
4. Convene a meeting with the Human Rights Commission to discuss Increasing multi-cultural inclusion
This was not accomplished and will carry over for 2013
5. Start Music in the Parks Program
Continue to work with the City of North Saint Paul on this program
6. Improve Parks and Trail Maps
This will likely be addressed in early 2013
7. Expand Social Media Resources – Gather input from the public. QR Codes
Accomplished each area of Parks and Recreation has their own facebook page and staff is exploring increased use of QR codes
8. Plan a parks tour
Although some small tours were scheduled these did not occur due to lack of quorum. The Commission feels this is an important goal for 2013
9. Have a joint meeting with North Saint Paul
Staff has a member that attends all North Saint Commission meetings. The Commission feels it is important to continue to look for ways to collaborate in 2013
10. Develop Fish Creek Master Plan
Accomplished the Master Plan has been completed and approved
11. Have a meet the Commission at the park night
This was not accomplished and will be dropped for 2013
12. Do a joint event with the library in the Legacy Park area.
This was not accomplished and something the Commission still desires to do in the future.
13. Name Legacy Park
This was not accomplished and something the Commission still desires to do in the future.
14. Improve our Parks and Trail signage.
Ongoing
15. Brainstorm collaboration with county for at risk youth
This goal will be carry over to 2013
16. Address handicap accessibility in parks (Inventory)
This can be accomplished in 2013 as part of the Parks System Plan

2012 Parks and Recreation Accomplishments

Parks and Open Space Projects

- Lions Park was completed
- A new playground was installed at Gethsemane School.
- Trail overlays completed at Campus, Harvest, Playcrest, Nebraska, and Geranium Parks
- MN Twins grant to upgrade Edgerton #1
- Field upgrades at Hazelwood with NESAs
- Phase I completed at the Gladstone Savanna
- Prairie Seeding completed at the Beaver Creek Neighborhood Preserve.
- Volunteers at the Priory Preserve created and installed an interpretive trail.
- Rain Garden planted at Joy Park
- Resurfaced 2 sets of tennis courts and three basketball courts.

Recreation

- Continue to offer a wide variety of Recreation Programming for all ages. Staff added many new programs in 2012.

2013 Goals

1. Assist in the creation of the Park System Plan
2. Address referendum funding
3. Complete Inventory of our parks
4. Create Commissioner service areas
5. Form Disc Golf Sub Committee
6. Organize a Roselawn Park Buckthorn Removal and Cleanup
7. Schedule a Walk Through at the Gladstone Savannah
8. Continue to work on funding for fish creek to finish the acquisition.
9. Convene a meeting with the Human Rights Commission to discuss increasing multi-cultural inclusion.
10. Plan a parks tour
11. Improve Parks and Trail signs
12. Brainstorm collaboration with county for at risk youth
13. Continuation of a discussion on an off-leash dog area.

MEMORANDUM

TO: James Antonen, City Manager

FROM: DuWayne Konewko, Director of Parks and Recreation
Ann Hutchinson, Lead Naturalist

DATE: February 4, 2013 for February 11, 2013 Council Meeting

RE: Resolution Accepting Donation of Fur Trade Items to Maplewood Nature Center

Introduction

In January 2013, Volunteer Jim Krache donated fur trade items to the nature center valued at \$213. These items, consisting of a shirt, vest, top hat and flint and steels, will be used by students and volunteers as part of the nature center's 5th grade environmental educational program "Where Two Worlds Meet."

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

Consideration

Approve the following resolution accepting the donation of fur trade items valued at \$213 to the Maplewood Nature Center.

RESOLUTION ACCEPTANCE OF DONATION

WHEREAS the City of Maplewood and the Parks and Recreation Department has received a donation of fur trade items valued at \$213 for the Maplewood Nature Center;

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

MEMORANDUM

TO: James Antonen, City Manager
 FROM: Karen Guilfoile, City Clerk
 DATE: February 6, 2013
 RE: Resolution Adopting the Minnesota General Records Retention Schedule for Cities and Adopting the Records Retention, Preservation and Destruction Policies and Procedures Manual

Introduction

As you are aware, city staff continues to work diligently on our electronic data storage and organization of city files according to the State Retention Schedule. To comply with Minnesota State Statute 138.17 it is requested that the city approve the *Minnesota General Records Retention Schedule*. This document can be obtained in its entirety in the office of the City Clerk. It is further recommended that the city council approve by Resolution the *Records Retention, Preservation and Destruction Policies and Procedures Manual*. (See Attached.)

**RESOLUTION NO. _____
 ADOPTING THE MINNESOTA GENERAL RECORDS RETENTION SCHEDULE FOR CITIES
 CITY OF MAPLEWOOD, RAMSEY COUNTY, MINNESOTA**

WHEREAS, to comply with the Records Management Statute MS 138.17, it is necessary to adopt a plan for managing governmental records including the proper retention and disposal of municipal records; and

WHEREAS, the Records Management Statute MS 138.17 establishes the Records Disposition Panel and requires all government entities to follow an orderly process in disposing of government information; and

WHEREAS, the State of Minnesota has approved for use by all Minnesota Cities the "Minnesota General Records Retention Schedule for Cities" which authorizes cities adopting said schedule an orderly method of disposing of municipal records; and

WHEREAS, the "Minnesota General Records Retention Schedule for Cities" is regularly updated.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Maplewood, Minnesota adopts the Minnesota General Records Retention schedule and directs the City Clerk to notify the Minnesota Historical Society/State Archives Department.

BE IT FURTHER RESOLVED, that following state approval, City Departments are directed to provide for retention and destruction of records as set forth in said schedule and its subsequent revisions.

Recommendation

Approve the Resolution Adopting the Minnesota General Records Retention Schedule for Cities and Adopt the Records Retention, Preservation and Destruction Policies and Procedures Manual.



MAPLEWOOD

Together We Can

City of Maplewood

**RECORDS RETENTION, PRESERVATION AND
DESTRUCTION POLICIES AND PROCEDURES MANUAL**

January 2013

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I. PURPOSE

This manual has been drafted with the purpose of developing a set of uniform policies and procedures to be followed by each department in establishing and implementing their internal records management system. It is intended to be used as a blueprint by all departments in their efforts to ensure the preservation of those government records needed for proper functioning and the destruction of those inactive government records that no longer have a value to the department.

II. LEGAL AUTHORITY AND STATUTORY REQUIREMENTS

Several state statutes govern what entities/individuals are involved in the process and what statutory requirements each of them must adhere to. Those statutory citations and their brief descriptions are as follows:

Minn. Statute 15.17 establishes the duty of a “public official” to create and preserve all government records necessary to a full and accurate knowledge of his/her official activities. It also stipulates that the chief administrative officer has the duty to preserve and care for the entity’s government records and deliver same to his/her successor at the expiration of his/her authority.

Minn. Statute 138.17 establishes the State Records Disposition Panel as an entity with the final authority over the decisions relating to the retention and disposition of government records. This entity is charged with the duty of creating and updating the **General Records Retention Schedule for Minnesota Cities** that the City of Maplewood adopted as its official records retention document.

This statute also mandates that the government must maintain a permanent list of records that are disposed of and that the government officials must institute a program for the preservation of records vital to the continuity of its operations. Furthermore, this statute provides that any records determined to be not-public must be disposed of in such a manner as to prevent their contents from being discernable.

Minn. Statute 138.19 authorizes the Records Disposition Panel to act upon applications for the disposition of government records.

Minn. Rules 1205.1500 requires the City of Maplewood to ensure all data created and received are periodically assessed to ensure they are accurate, complete, current and thoroughly indexed. It also creates a duty of the responsible authority to ensure that data collected are necessary for its operations and are disposed of when they reach the end of their cycle of usefulness according to the approved records retention schedule.

III. DEFINITIONS

Government Record is defined by Minn. Statute 138.17(b)(1) as *state and local records, including all cards, correspondence, discs, maps, memoranda, microfilms, papers, photographs, recordings, reports, tapes, writings, optical disks, and other data, information or documentary material, regardless of physical form or characteristics, storage media or conditions of use, made or received by an officer or agency of the state and an officer or agency of a county, city, town, school district, municipal subdivision or corporation or other public authority or political entity within the state pursuant to state law or in connection with the transaction of public business by an officer or agency.*

According to §138.17(4) government records **are not** data and information that do not become part of an official transaction and extra copies of documents kept only for convenience of reference.

Retention Period refers to the minimum amount of time the city is required by the Records Disposition Panel to keep a certain record. The City of Maplewood may choose to follow a retention schedule for a particular government record that extends beyond this minimally prescribed timeframe (such as our current practice to keep any audio/video recordings of the city/commission meetings for 5 years, whereas the records retention schedule prescribes a timeframe of 3 months after approval of the official minutes).

Records Disposition Panel is an entity comprised of the Attorney General, State Auditor and the Director of the Minnesota Historical Society whose powers are created and defined by §138.17 and is tasked with the creation and maintenance of the Records Retention Schedule and the approval of applications for records destruction among other duties.

General Records Retention Schedule for Minnesota Cities (referred to as 'general records retention schedule' in further text) is a document created by the state Records Disposition Panel that outlines minimum retention periods for common municipal government records. It also identifies the most frequently created or used municipal government records grouped within a record series and further described as public, private and/or confidential and whether they are archival or not.

For a current copy or the records retention schedule please contact City Clerk or reference the following website: [www. http://www.mnhs.org/preserve/records/retentionsched.html](http://www.mnhs.org/preserve/records/retentionsched.html)

IV. STEPS IN IMPLEMENTING AN EFFECTIVE RECORDS MANAGEMENT SYSTEM

Each record created or used by your department has a lifecycle that goes through two major stages: retention and preservation or destruction. Minnesota Rule 1205.1500 clearly allocates a duty of the state and local agencies to not only ensure proper retention and preservation of government records but also a duty to destroy those government records when they are no longer required to be kept, especially if they are classified as private or confidential data on individuals. The following are some suggested steps in implementing a successful records management:

1. Taking an Inventory

Taking an inventory of records maintained by your department is the first step in implementing an effective records management system. In order for this process to be all-encompassing, it must include not only those records currently stored in your immediate area but also any inactive records maintained in other designated off-site storage facilities that your department might be using.

The City of Maplewood has adopted the General Records Retention Schedule for Minnesota Cities as its official records retention document. This schedule already identifies the most commonly used or generated government records which are organized under a common record series title. Comparing your own department records inventory with the record types found in the records retention schedule will assist you in identifying those records that already have an assigned retention period and data practices classification and those records maintained by your department that are not on the general records retention schedule and, thus, do not have an assigned retention period or data practices classification.

2. Developing Your Own Records Retention Schedule for Records Not Listed on the Retention Schedule

Implement this step for those records that are not listed on the General Records Retention Schedule but are still being commonly created or used by your department in the course of its regular operations. Fill out the form titled *Records Inventory Worksheet* on page 9 and submit it to the City Clerk. The City Clerk will forward it to the State Archives so that it can be reviewed, commented on and approved by the Disposition Panel before those records can be disposed of.

3. Identifying and Protecting Permanent and Vital Records of Your Department

During the process of inventorying your department records, refer to the general records retention schedule to identify any records designated as permanent. These records need to be preserved because they document important events that have historical, research, evidentiary or other vital value for the community. Some of these permanent records are also classified as archival.

Generally, those that are classified as archival can be eligible for transfer to the State Archives. (Refer to the form titled *Transfer of Records to State Archives* on page 15 to be used when applying for a transfer of permanent records to the State Archives.) Those that are not designated as archival are normally permanently retained by the department.

To address any space/storage issues or record deterioration issues it is recommended that any such official paper record or an official electronic record stored on your computer gets transferred into Laserfiche in a TIFF file format. Conversely, any official electronic email record can be converted to .pst file format and stored on a DVD.

It is important to note that the general records retention schedule does not specify that any particular record needs to be kept in a specific format or on a specific media. The records retention schedule applies to “an official version of the record”, regardless of its format and it is your department's responsibility to establish what constitutes “an official version of the record.”

4. **Setting Up a Records Storage Area**

For those records that are not currently being used during the course of daily operations, but have not reached the end of retention period, each department should have a designated on-site records storage area where their inactive records are being kept.

There are several concerns that must be addressed in choosing and maintaining such storage facility:

- **Location** – consider choosing a space adjacent to your department that is easily accessible by staff and away from the public area and that contains enough storage capacity for your current and future department needs.
- **Storage environment** – ensure that the storage area maintains a constant temperature of around 70⁰ F with a relative humidity of around 50%. Keep it clutter free and equip it with adequate shelving capable of carrying the weight of multiple boxes and metal cabinets for storing those records that have longer retention periods or need to be secured under a lock. If using boxes to store your records make sure they are at least 6” off the ground and no less than 18” away from any sprinkle heads in order to comply with the state fire code. Reduce the influx of direct light by covering any windows and making sure the lights are turned off when not in use.
- **Storage Containers** – it is recommended to use standard size cardboard boxes for storing your inactive records that have permanent or longer retention periods and are not currently being accessed or are near the end of their retention cycle.
For those records that are inactive but still accessed from time to time consider using filing folders.
- **Adequate filing and indexing system** - develop an indexing system that will ensure each storage container is adequately labeled. This will ease your retrieval process and enable you to properly conduct a regular systematic maintenance of those records according to their assigned retention period.

Any indexing system needs to include several important elements: your department name; box number; record series number found in the records retention schedule; detailed contents; retention period and a scheduled destruction date. Please refer to the form labeled *Records Center Labels* on page 17 as a guide.

It is also a good practice to keep an electronic inventory database that contains above information as well as the shelf location for a particular record.

- Access rights and retrieval record – assigning access rights by limiting access to only selected staff members will enable your department to exercise a centralized control over the retrieval of and access to important and security sensitive records. Keeping a retrieval record for each record removed from the storage area will enable you to easily keep track of user custody chain or any missing documents.

5. **Instituting an Annual Housecleaning Plan**

In order to keep up with the mounting volume of retained records and ensure proper and efficient compliance with legal requirements expressed in Minnesota State Statutes, each department should schedule an annual housecleaning event in order to dispose of those records that are no longer required to be kept.

6. **Developing clear procedures for records disposition**

A disposal of a record may involve either its physical destruction or its migration to State Archives, if eligible.

a. Records listed on the records retentions schedule:

Ideally, your department should institute a filing system described above that would provide for an easy reference to the required retention period of a particular record. If not, to determine the destruction date, refer to the General Records Retention Schedule prior to the destruction of any record. The general records retention schedule that the City of Maplewood adopted provides an ongoing authority to dispose of its records. Therefore, unless your department has made an administrative decision to keep a particular record for longer than prescribed in the records retention schedule, your department has the authority to dispose of a record that has reached the end of its retention period without submitting an application or a request for the destruction to the Records Disposition Panel.

Prior to the destruction of any record, make sure to fill out a State prescribed form found on page 11 of this manual. (For a digital data-entry version of this or any other form in this manual please contact the City Clerk). This form must be submitted to the City Clerk for approval before any record(s) can be destroyed. Once approved, the City Clerk will notify you department and scan the approved form into the central depository of permanent records in order to comply with **Minn. Statute 138.17**.

A physical destruction can be completed in several different ways depending on the type of a record and/or your department's budget considerations. Examples may include recycling, shredding, incineration, or a simple disposal in the trash.

For any records that are classified as not-public by State or Federal Law, every attempt must be made to provide proper safeguard measures not only during the retention period but also during the destruction process by choosing methods such as shredding, incineration or secure digital destruction.

For records designated as permanent in the records retention schedule, your department may submit an application to State Archives to physically transfer those records to the Minnesota Historical Society. An application form is included on page 15 of this manual. Once records are physically transferred to the Historical Society, the ownership of those records is turned over to them as well. Therefore, it is recommended that any such permanent records get scanned into Laserfiche in order to provide an ease of access and reference not only for staff but also for the public at large.

b. Records not listed on the records retention schedule

If a particular record is not covered in the records retention schedule, as may be the case with some old records that are no longer being created or used but are still in your department's custody, you need to submit an application first to the City Clerk who will then forward it to the State Archives who will then forward it to the State Disposition Panel. The required application is found on page 13 of this manual. Do not dispose of any records until your department has received a notification from the City Clerk after the approval from the State Disposition Panel.

7. Keeping up with legislative changes affecting the records retention schedule

Periodically, the records retention schedule goes through updates due to new legislative initiatives that can affect either the retention period or data classification of a particular record. The Records Disposition Panel completed the latest revision in March 2011 to update the 2008 version of the retention schedule due to a few legislative changes. For your ease of reference the Records Disposition Panel also provides a quick overview and explanation of those changes in the first few pages of the document itself.

V. CURRENT ISSUES AFFECTING RECORDS RETENTION, PRESERVATION AND DESTRUCTION PRACTICES

Over the last couple of decades a widespread reliance on the technology in the process of generating, receiving, disseminating and storing government records has introduced certain new legal, administrative and practical issues that need to be addressed in the overall records management program.

Conversion and Migration:

As stated earlier, what constitutes a government record and how it should be treated in the records management program is not defined by the record's physical format or its storage media. Rather, this definition and treatment depends on the content of the record itself. This is to say that an official government record can be converted from a paper to a digital or electronic format (and vice versa) without losing its official designation providing its content, context and structure are intact.

The following are a few issues to consider in converting your department records into different formats:

- **Authenticity:** An email that is considered a government record can be converted from its electronic form to a paper form and designated as "an official copy of the record." However, in order for it to be considered authentic in the legal sense it must be printed in a manner that preserves all of its electronic components such as name of the recipient and sender (expanding it to include the directory of any email address), date and time; subject, text and any corresponding attachments, etc.
- **Longevity:** When making decisions about a conversion of a record, consider how long a record needs to be kept according to the records retention schedule and whether your intended conversion format is the best fit for that purpose. For example, those records that have a shorter retention lifespan, such as transitory email messages or dog licenses with the retention period of 2 years are normally best kept in their original format. On the other hand, a correspondence that has a permanent designation could be scanned into Laserfiche, if originally in the paper format, or transferred to a non-writable DVD as a .pst file if it's an electronic e-mail correspondence.
- **Technology Changes:** When making a decision about converting your official government record to a different format or migrating it to a different storage media, consider choosing a standard format that is not proprietary and will allow for any future conversions or upgrades. For example, when generating a scanned image of the document consider using a TIFF file format instead of a PDF.

File Naming Considerations:

Since most of your department's electronic documents fall within the definition of government records, they need to be organized and controlled in such a way as to ensure easy compliance with the various record management and data practices laws. One way to facilitate this task is to set up a department-wide policy that addresses proper procedures in naming your computer files. Consider requiring at least some of the following several elements in naming any computer file: a unique file name that is descriptive enough to easily identify the record on the records retention schedule; date; author name; draft or official version, etc. (e.g., Jim Smith Code Violation Letter November 2011). This initial effort in assigning a proper file name will facilitate not only your record retrieval but also your attempt to track and manage your electronic records throughout their retention lifecycle.

VI. APPENDIX: FORMS

Included in this manual are the following forms to be used in the course of your department's records retention, preservation and destruction management practices:

- **Records Inventory Worksheet**- to be used by each department in the process of developing their own department's records retention schedule for those active records that are not on the general records retention schedule.
- **Records Destruction Report** – to be used by each department to log all government records destroyed according to the general records retention schedule. This form must be kept permanently.
- **PR-1 Form (Authority to Dispose Form)** – to be used by each department for the destruction of all government records not listed on the general records retention schedule.
- **Transfer of Records to State Archives Form** –to be used when applying to the Minnesota Historical Society for the transfer of permanent and archival government records.
- **Records Center Labels** – to be used when labeling your stored government records.
- **Records Retrieval Form**- to be used to document and track user custody chain.

MINNESOTA RECORDS INVENTORY*

See Instructions on Reverse.

1. Agency		2. Division/Section		3. Location of Records	
4. Records Series Title					
5. Records Series Description. Include contents (e.g. contracts, reports, applications, correspondence), purpose, and form numbers.					
6. <input type="checkbox"/> Original File <input type="checkbox"/> Duplicate File		7. If duplicate, list location of original file.			
8. STORAGE MEDIA (Check all that apply) <input type="checkbox"/> Paper <input type="checkbox"/> Microfilm (not COM) <input type="checkbox"/> Computer Output Microfilm (COM) <input type="checkbox"/> Electronic (Tapes, Disks)			9. DATA PRIVACY CLASSIFICATIONS Statute Number or Date of Temporary Classification <input type="checkbox"/> Public _____ <input type="checkbox"/> Private _____ <input type="checkbox"/> Confidential _____ <input type="checkbox"/> Nonpublic _____ <input type="checkbox"/> Protected Nonpublic _____		
10. RETENTION REQUIREMENTS		YEARS	CITATION	11. RECOMMENDED RETENTION PERIODS	
A. Federal Law				A. Agency Office	
B. State Law				B. Agency Storage	
C. Statute of Limitations				C. State Records Center (State Agencies Only)	
D. Audit Period				D. Total Retention (A + B + C)	
E. Administrative Needs					
12. A vital record is essential to the continuation or resumption of your operations after a disaster.					
Are any documents in this records series considered vital? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If yes, which documents are vital and why?					
13. VOLUME (See Chart) →				VOLUME CHART TO DETERMINE CUBIC FEET Letter Size Drawer = 1.5 3X5 Card 12" Row = 0.1 Legal Size Drawer = 2.0 4X6 Card 12" Row = 0.2 Shelving 4' Letter = 2.3 5X8 Card 12" Row = 0.3 Shelving 4' Legal = 3.0 Printouts 12" Stack = 1.25 Records Center Box = 1.0 Transfer Case = 2.5 (12" X 15" X 10") (24" X 16" X 11")	
Office		Storage			
Cubic Feet		Cubic Feet			
Inclusive Dates		Inclusive Dates			
14. Inventory Completed By (Print Name)		Title	Date	Phone	

* Adapted from Minnesota Department of Administration, Information Policy Analysis Division, *Preserving and Disposing of Government Records*, July 2000.

INSTRUCTIONS

All items are self-explanatory except:

4. A records series is a group of records filed together because they are relate to a particular subject. All records in a series must have the same retention period.

9. Check the data practices classification(s) of the data in this records series. The Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) states that all government data is public unless classified by statute, temporary classification or federal law. If the records are not public, cite the statute or date of the temporary classification which classifies them. Further information on data practices may be obtained from the Minnesota Department of Administration, Information Policy Analysis Division at 651.296.6733 or 1.800.657.3721.

10. The retention of records by your agency is based on legal, fiscal and administrative requirements.
 - A–C. State any laws which prescribe a retention period for your records.
 - D. State the audit requirements (federal and state) for these records.

For state records, the legislative auditor has stated that financial records must be kept for the current year plus three fiscal years or until audit, whichever occurs first.

For local government records, the state auditor has stated that financial records must be kept for the current year plus six fiscal years or audit whichever occurs first.

- E. State the length of time these records are needed for administrative purposes.

11. Based on the retention requirements, state your agency's recommendations for retention of these records in:
 - A. Your office
 - B. Your agency's storage area.
 - C. The State Records Center (state agency records only).

Retention periods are determined and expressed in one of three ways.

1. In terms of time, for example, "retain four years" or "retain permanently."
2. In terms of an event or action, for example, "retain until audited," "retain until case closed," or "retain until microfilmed."
3. In terms of both, for example, "retain 6 months after audit" or "retain 3 years after case closed."

RECORDS DESTRUCTION REPORT

INSTRUCTIONS

1. Print or type all information.
2. Use this form to report records destroyed under authority of a General Records Retention schedule or an approved agency retention schedule.
3. Report only records that are physically destroyed, not records transferred to the Minnesota Historical Society.

Agency		Person Reporting Destruction				Date Report Submitted																	
Address		City, Zip		Telephone ()																			
General Schedule Name or Agency Schedule Number (e.g. "City Gen. Sch." or "87-123")	Section of Schedule Where Record is Listed	Item No. As Listed on Schedule	Record Title (use same title listed on schedule)	Inclusive Dates	Date Destroyed	Quantity* (Cubic Feet)																	
<p>*VOLUME CHART TO DETERMINE CUBIC FEET</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Letter Size Drawer = 1.5</td> <td style="width: 25%;">Record Center Box = 1.0</td> <td style="width: 25%;">3 x 5 Card = 0.1</td> <td style="width: 25%;">Total Cubic Feet</td> </tr> <tr> <td>Legal Size Drawer = 2.0</td> <td>12" x 15" x 10"</td> <td>4 x 6 Card = 0.2</td> <td>Destroyed (include</td> </tr> <tr> <td>Shelving 4' Letter = 2.3</td> <td>Transfer Case = 2.5</td> <td>5 x 8 Card = 0.3</td> <td>records listed</td> </tr> <tr> <td>Shelving 4' Legal = 3.0</td> <td>24" x 16" x 11"</td> <td>Printouts 1 = 1.25</td> <td>on back)</td> </tr> </table>								Letter Size Drawer = 1.5	Record Center Box = 1.0	3 x 5 Card = 0.1	Total Cubic Feet	Legal Size Drawer = 2.0	12" x 15" x 10"	4 x 6 Card = 0.2	Destroyed (include	Shelving 4' Letter = 2.3	Transfer Case = 2.5	5 x 8 Card = 0.3	records listed	Shelving 4' Legal = 3.0	24" x 16" x 11"	Printouts 1 = 1.25	on back)
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General Schedule Name or Agency Schedule Number (e.g. "City Gen. Sch." or "87-123")	Section of Schedule Where Record is Listed	Item No. As Listed on Schedule	Record Title (use same title listed on schedule)	Inclusive Dates	Date Destroyed	Quantity* (Cubic Feet)

 **MINNESOTA HISTORICAL SOCIETY**

STATE ARCHIVES DEPARTMENT

**APPLICATION FOR AUTHORITY
TO DISPOSE OF RECORDS**

FOR USE BY RECORDS PANEL	
Application No. _____	Date _____

Instructions:

1. This form does not provide continuous authority to dispose of similar records and cannot be used to approve a records retention schedule.
2. Complete original and three copies. Photocopies are acceptable.
3. Complete items 1 through 6 and item 8. Use reverse side to continue records description. If more space is needed, use plain paper.
4. Send original and two copies to the **State Archives Department, 345 Kellogg Boulevard West, St. Paul, MN 55102-1906.**
5. Retain one copy until your approved copy is returned. The approved copy will be your authority to dispose of records. It should be retained permanently.
6. Additional copies of this form are available from the address above or by telephoning (651) 297-4502. (FAX: (651) 296-9961).

NOTE: Laws of 1971, Chapter 529, Section 3 reads as follows: "It is the policy of the legislature that the disposal and preservation of public records be controlled exclusively by Minnesota Statutes, Chapter 138 and by this act, thus, no prior, special or general statute shall be construed to authorize or prevent the disposal of public records at a time or in a manner different than prescribed by such chapter or by this act and no general or special statute enacted subsequent to this act shall be construed to authorize or prevent the disposal of public records at a time or in a manner different than prescribed in chapter 138 or in this act unless it expressly exempts such records from the provision of such chapter and this act by specific reference to this section."

1. Agency or Office	2. Division or Section	3. Quantity of Records _____ Cubic Feet
4. Location of Records		5. Laws other than M.S. 138.17 that relate to the destruction or safekeeping of the records:
6. I certify that the records listed on this application are accurately described, and that they have no further administrative, legal, or fiscal value for this agency. _____ Authorized Signature (Type name below) _____ Name _____ Title		<p>AUTHORIZATION: Under the authority of M.S. 138.17, it is hereby ordered that The records listed on this application be destroyed, except as shown in item 7.</p> <p>_____ Director, Minnesota Historical Society Date</p> <p>_____ Legislative or State Auditor Date</p> <p>_____ Attorney General Date</p>

7. Exceptions to Destruction. (For use by Records Disposition Panel).

8. Description of Records. Describe each record series or type of record separately. Number each series, beginning with "1".

A. Item No.	B. Name of record, form numbers, content, usage, arrangement, original duplicate, or microfilmed.	C. Inclusive Dates

A. Item No.	B. Name of record, form numbers, content, usage, arrangement, original duplicate, or microfilmed.	C. Inclusive Dates

**CITY OF MAPLEWOOD
RECORDS CENTER**

DEPARTMENT:	
RECORD SERIES:	
CONTENTS:	
RETENTION (FROM REC. SCHEDULE):	DESTRUCTION DATE:

**CITY OF MAPLEWOOD
RECORDS CENTER**

DEPARTMENT:	
RECORD SERIES:	
CONTENTS:	
RETENTION (FROM REC. SCHEDULE):	DESTRUCTION DATE:



RECORDS RETRIEVAL FORM

INSTRUCTIONS: For tracking purposes, this form must be completed whenever an authorized staff member requests to retrieve any official record physically stored within your department.

SECTION 1

<u>REQUESTER'S NAME</u>	<u>DEPARTMENT/DIVISION</u>

SECTION 2

RECORD/DOCUMENT REQUESTED	DETAILED DESCRIPTION OF RECORD (volume, original/copy, description of storage location, approximate timeframe record will be retained outside of its storage area, etc.)

SECTION 3

<u>Request Taken By</u> (please sign):	Date:
<u>Record Returned By</u> (please sign):	Date:
<u>Returned Record Received By</u> (please sign):	Date:
<u>Returned Record Redeposited By</u> (please sign):	Date:

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AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Director of Public Works/City Engineer
Alan Kantrud, City Attorney
SUBJECT: **Hills and Dales Area Street Improvements, City Project 09-15**
a. Re-Assessment Hearing
b. Resolution Adopting Assessment Roll
DATE: February 4, 2013

INTRODUCTION

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

The City Council should conduct the assessment hearing, receive any objections, and refer those objections to the staff for action at the February 25, 2013 council meeting. The council will consider approving the attached resolution adopting the assessment roll except for those property owners who have submitted objections.

BACKGROUND

This project involved the street reconstruction of two areas as illustrated on the attached project location maps. Installation of storm sewer installation, replacement of sections of water main, sanitary sewer main and service repair, and the installation of storm water treatment features were included in the scope of the project Area #1 and Area #2 (location maps attached). Area #1 is generally bounded by State Trunk Highway No. 36 to the north, English Street to the east, the Gateway Trail to the south, and Keller Golf Course to the west. Area #2 is generally bounded by Holloway Avenue to the north, McKnight Road to the east, Larpenteur Avenue to the south, and Beebe Road to the west.

The Maplewood City Council ordered the preparation of the feasibility report for Area #1 at the August 10, 2009 meeting. The scope of the feasibility study was modified to add Area #2 at the September 14, 2009 regular City Council meeting. On January 11, 2010 the City Council accepted the feasibility report and ordered the public hearing. The public hearing notice was published twice and notice was sent to the property owners. The project was then ordered and preparation of plans and specification were authorized at the January 25, 2010 council meeting after the public hearing was conducted. On March 22, 2010 the City Council approved the plans, authorized to advertise for bids, and ordered the preparation of the assessment roll. On April 12, 2010 the City Council accepted the assessment roll and called for the assessment hearing. The notice was published twice in the newspaper and was mailed to the property owners as required by Minnesota State Statute 429. Bids were opened on Tuesday, May 4, 2010 with Assessment Hearing and Adoption of the Assessment Roll on May 10, 2010. Construction started in summer of 2010 with construction finalized in 2011.

During the assessment hearing process back in 2010, eleven residential property owners objected (2002 Duluth Street, 2132 Atlantic Street, 2117 Atlantic Street, 1232 Shryer Avenue, 2017 Duluth Street, 1246 E. County Road B, 1237 Leland Road, 2210 Duluth Street, 1685 Howard Street, 1866 Furness Street,

and 1695 Howard Street) and appealed to Ramsey County District Court. The order for judgment was the reassessment as provided in Minn. Stat. 429.071. Accordingly the City is reassessing subject parcels and the City Council adopted a resolution on January 14, 2013 that accepted the assessment roll and called for an assessment hearing to be held on February 11, 2013 for purposes of reassessment.

ASSESSMENT DISCUSSION

As mentioned above the City is reassessing as a result of the order for judgment which called for the reassessment as provided in Minn. Stat. 429.071. The following is the specific language from the Statute:

429.071 SUPPLEMENTAL ASSESSMENTS; REASSESSMENT.

Subd. 2.Reassessment.

When an assessment is, for any reason whatever, set aside by a court of competent jurisdiction as to any parcel or parcels of land, or in event the council finds that the assessment or any part thereof is excessive or determines on advice of the municipal attorney that the assessment or proposed assessment or any part thereof is or may be invalid for any reason, the council may, upon notice and hearing as provided for the original assessment, make a reassessment or a new assessment as to such parcel or parcels.

Accordingly, the City is conducting this reassessment hearing on February 11, 2013 to make reassessment against the eleven subject parcels. In advance of this process an independent appraiser was hired to conduct a Special Benefits Appraisal for each of the eleven residential properties. The City Attorney received the appraisal documents on December 4, 2012 from the appraiser.

Based on the Special Benefits Appraisal report the special benefit was found to range from \$4,000 to \$6,800. The currently proposed special assessments (roll attached) conform to the City's Assessment Policy and MN Statute 429 of which one of the requirements is that the proposed assessment cannot exceed the special benefit (market value increase).

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution for the Adoption of the Assessment Roll for 2002 Duluth Street, 2132 Atlantic Street, 2117 Atlantic Street, 1232 Shryer Avenue, 2017 Duluth Street, 1246 E. County Road B, 1237 Leland Road, 2210 Duluth Street, 1685 Howard Street, 1866 Furness Street, and 1695 Howard Street for the Hills and Dales Area Street Improvements, City Project 09-15.

Attachments:

1. Resolution: Adopting Assessment Roll
2. Assessment Roll
3. Location Map

RESOLUTION ADOPTING ASSESSMENT ROLL

WHEREAS, pursuant to a resolution adopted by the City Council on January 14, 2013, calling for a Public Hearing for purposes of Reassessment, the assessment roll for the Hills and Dales Area Street Improvements, City Project 09-15, was presented in a Public Hearing format, pursuant to Minnesota Statutes, Chapter 429, and

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

- a. None to Date.

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

1. 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 February 25, 2013 as to their recommendations for adjustments.
2. The assessment roll for the Hills and Dales Area Street Improvements as amended, without those property owner's 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.
3. Such assessments shall be payable in equal annual installments extending over a period of 15 years, the first installments to be payable on or before the first Monday in January 2014 and shall bear interest at the rate of 5.0 percent per annum. To the first installment shall be added interest on the entire assessment from February 11, 2013 until December 31, 2014. To each subsequent installment when due, shall be added interest for one year on all unpaid installments.
4. The owner of any property so assessed may, at any time prior to certification of the reassessment to the county auditor, pay the whole of the reassessment on such property, with interest accrued to the date of payment, to the City of Maplewood, except that no interest shall be charged if the entire reassessment is paid within 30 days from the adoption of the reassessment. Owner may at any time thereafter, pay to the Ramsey County the entire amount of the reassessment 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 succeeding year.
5. The City Engineer and City Clerk shall forthwith after November 15, 2013 but no later than November 16, 2013 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.

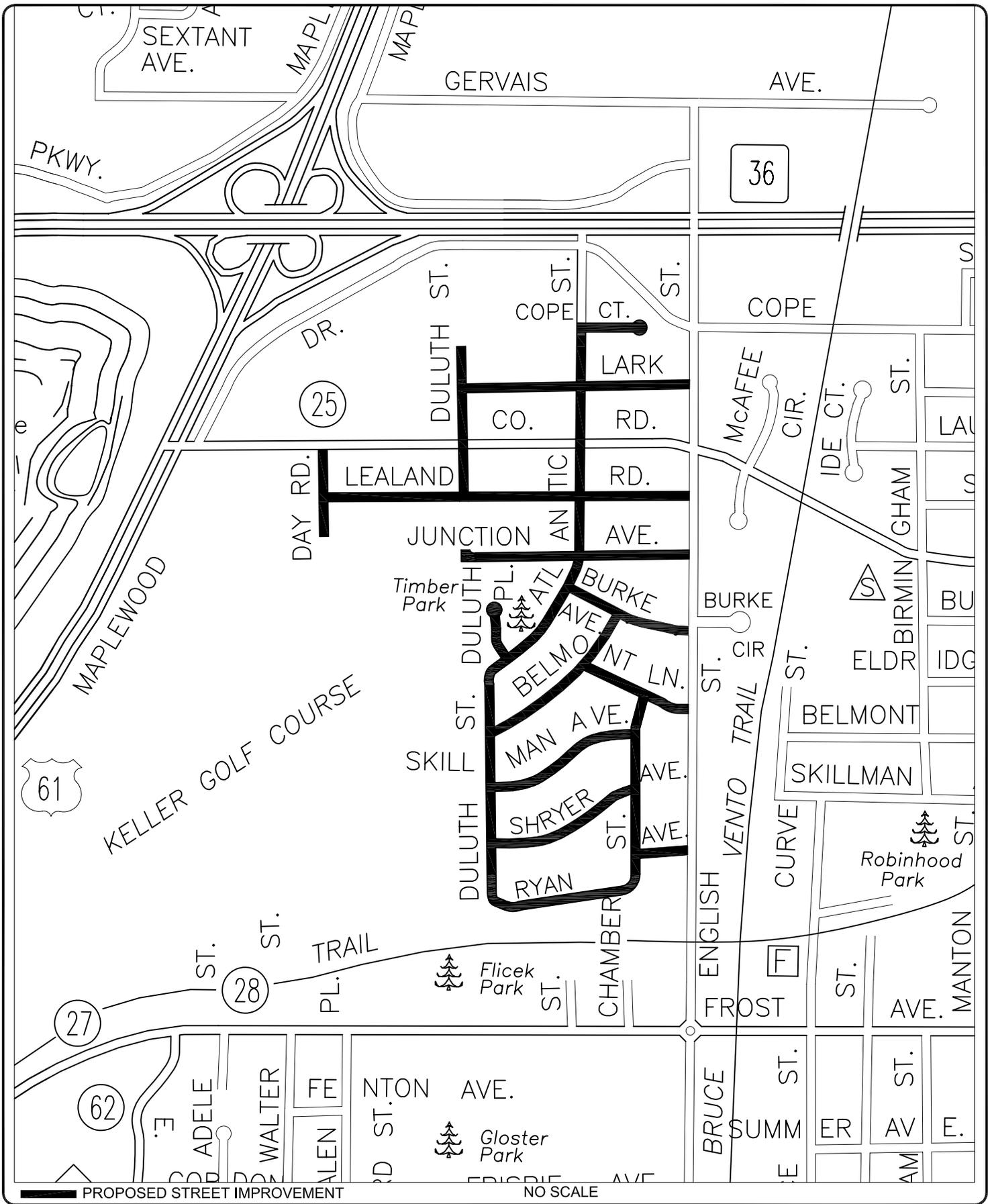
Adopted by the City Council this 11th day of February 2013.

Hills and Dales Area Street Improvements
 City Project 09-15
 Re-assessment

Parcel ID	TAXPAYER	Street Number	Street	RESIDENTIAL UNITS	ASSESSMENT RATE	TOTAL ASSESSMENT
162922110099	ESTHER D. OLSON	2117	ATLANTIC ST N	1	\$6,800.00	\$6,800.00
162922110075	CONNIE JOHNSON	2132	ATLANTIC ST N	1	\$6,800.00	\$6,800.00
092922440069	PEGGY J THOMASON	1246	COUNTY ROAD B E	1	\$5,200.00	\$5,200.00
162922140017	RAYMOND RICHARD DECKER	2002	DULUTH ST N	1	\$6,800.00	\$6,800.00
162922140045	KENNETH G DUFNER	2017	DULUTH ST N	1	\$6,800.00	\$6,800.00
092922440086	REBECCA T GURROLA	2210	DULUTH ST N	1	\$5,200.00	\$5,200.00
092922440076	JAY R GRUETT	1237	LELAND RD E	1	\$4,000.00	\$4,000.00
162922140012	MEGAN NELSON	1232	SHRYER AVE E	1	\$6,800.00	\$6,800.00
142922410048	PHOENIX RESIDENCE INC	1866	FURNESS ST N	1	\$6,800.00	\$6,800.00
142922440047	PHOENIX RESIDENCE INC	1685	HOWARD ST N	1	\$6,300.00	\$6,300.00
142922440048	BOB A M SERREYN	1695	HOWARD ST N	1	\$6,300.00	\$6,300.00
TOTALS				11	TOTAL =	\$67,800.00

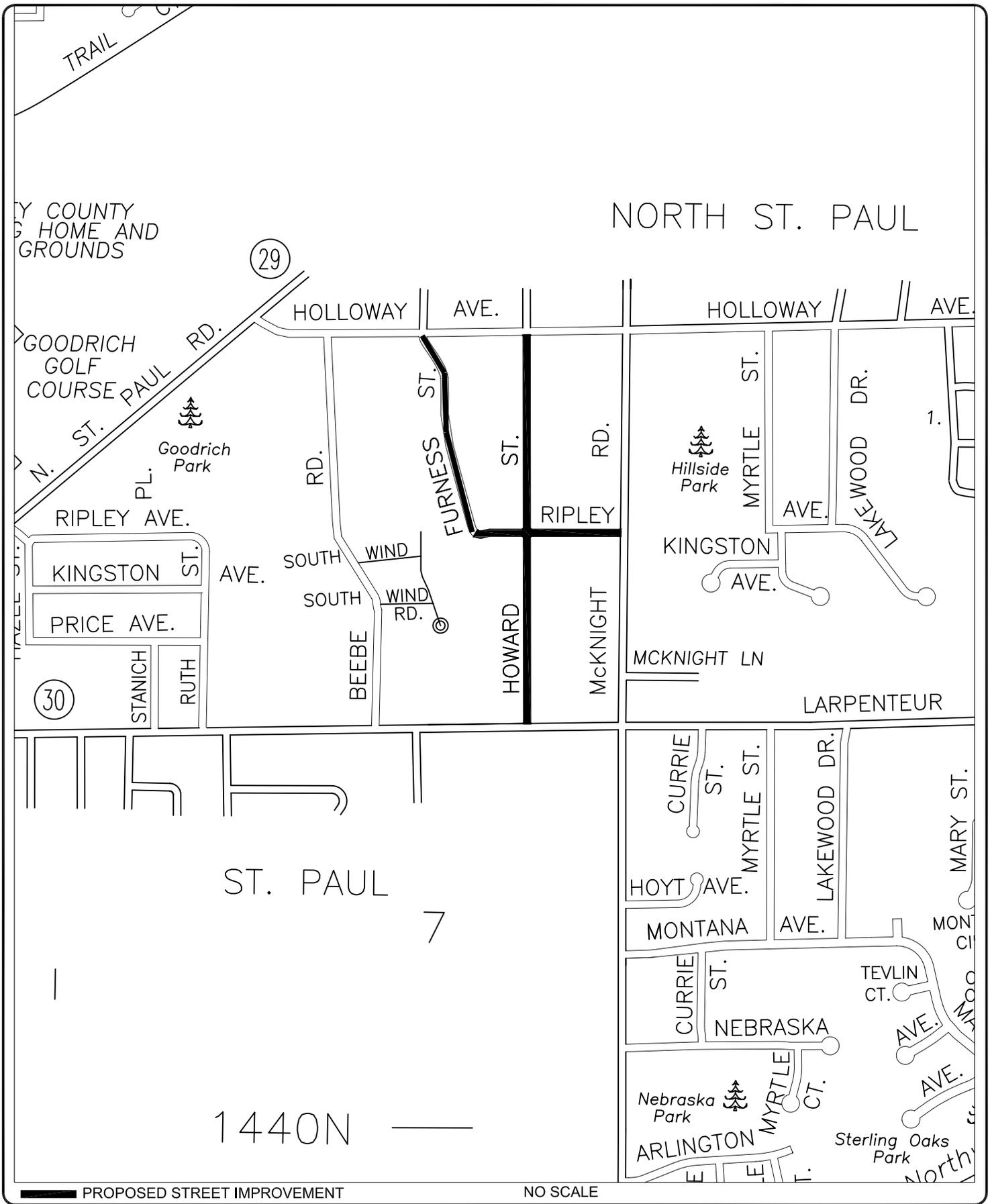
2009 ASSESSMENT RATES:

THE ABOVE ASSESSMENT RATES ARE BASED UPON SPECIAL BENEFIT APPRAISALS



Capital Improvement Project for 2010
Hills & Dales Area Street Improvements
City Project 09-15





PROPOSED STREET IMPROVEMENT

NO SCALE

Capital Improvement Project for 2010
 Hills & Dales Area Street Improvements
 City Project 09-15 (AREA 2)



MEMORANDUM

TO: Jim Antonen, City Manager
 FROM: Shann Finwall, AICP, Environmental Planner
 SUBJECT: Second Reading of the Wetland Ordinance Amendment
 DATE: February 6, 2013 for the February 11 City Council Meeting

INTRODUCTION

The wetland ordinance was adopted in December 2009. Because wetlands adjacent lakes are used by residents differently than freestanding wetlands, the City Council included reduced buffer requirements for these wetlands. The ordinance included a sunset clause which has the reduced buffers expiring at the end of 2012, or when the City revises the shoreland ordinance, whichever comes first.

Since that time, the Department of Natural Resources has not moved forward with amendments to the State’s Shoreland Rules. Therefore, the City was not required to modify our shoreland ordinance based on those new rules. Because of this the Environmental and Natural Resources (ENR) Commission is recommending the removal of the reduced buffer sunset clause from the wetland ordinance in addition to other minor amendments to the ordinance.

BACKGROUND

The City Council held a public hearing for the first reading of the wetland ordinance on January 28, 2013. No changes were proposed to the ordinance during the first reading.

DISCUSSION

Wetland Buffers

The wetland ordinance states the following:

Buffers for wetlands adjacent to lakes. In light of the fact that lakes perform different functions than wetlands and streams and are used for different recreational purposes, wetlands adjacent to lakes and their designated buffers shall have alternative buffers. The following alternative buffers for wetlands adjacent to lakes will apply until Dec. 31, 2012, or until the city adopts a new shoreland ordinance that includes the regulation of these wetlands, whichever comes first.

Buffer	Wetland Classes (for Wetlands Adjacent to Lakes)		
	<i>Manage A</i>	<i>Manage B</i>	<i>Manage C</i>
Minimum Buffer Width	75 ft.	50 ft.	50 ft.

The ordinance specifies buffers for freestanding wetlands as follows:

Buffer	Wetland Classes (for Freestanding Wetlands)		
	<i>Manage A</i>	<i>Manage B</i>	<i>Manage C</i>
Minimum Buffer Width	100 ft.	75 ft.	50 ft.

ENR Commission Review

In the Fall of 2012 the ENR Commission reviewed the private properties that would be affected by regulations for wetlands adjacent lakes. These included 40 residential properties located on three lakes (Beaver Lake, Lake Oehrline, and Wakefield Lake). The wetlands adjacent these lakes are classified as Manage A (Beaver Lake wetlands) and Manage B (Oehrline and Wakefield Lake wetlands). There are no private properties that are located on Manage C wetlands adjacent lakes.

The ENR Commission reviewed several scenarios for regulating wetlands adjacent lakes. One scenario included having the buffers for wetlands adjacent lakes be the same as freestanding wetlands, but allowing exemptions for encroachments of structures into a “non-naturalized” buffer without a variance. Exemptions would be reviewed and approved by staff as part of the building permit process. Mitigation for the exemptions would include the planting of a native buffer.

Ultimately the ENR Commission was convinced that wetlands adjacent lakes should eventually be regulated as part of the shoreland ordinance. Until the City revises its shoreland ordinance, these regulations should remain in the wetland ordinance with the reduced buffers as originally approved.

Other Wetland Ordinance Changes

Since the adoption of the wetland ordinance in 2009, staff has found a few areas of the ordinance that require modifications as follows:

1. Correct the stormwater pond definition.
2. Allow exemptions for the public maintenance of wetlands and buffers. This would include public operations required to properly maintain in and around water bodies.
3. Remove the requirement that wetland map changes require MnRAM studies which are approved by the watershed district. Incidental wetlands require a review by the watershed district, but not a MnRAM study. The language should be modified to include the requirement that wetland changes require watershed district approval only.
4. For public or semipublic trails within a buffer the ordinance should not specify a minimum or maximum width for boardwalks.
5. Modify variance regulations to meet new State statute.

RECOMMENDATION

Approve the second reading of the attached ordinance (Attachment 2). This ordinance revises the city’s wetland and stream regulations.

Attachment: Amended Wetland Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE ENVIRONMENTAL PROTECTION AND
CRITICAL AREA ARTICLE OF THE CITY CODE**

The Maplewood City Council approves the following changes to the Maplewood Code of Ordinances:

This amendment revises portions of Chapter 18, Article V (Environmental Protection and Critical Area) dealing with wetlands. Additions are shown underlined and deletions are shown as stricken.

Section 1. Findings.

- a. Wetlands serve a variety of beneficial functions. Wetlands help maintain water quality by filtering suspended solids and pollutants. They reduce flooding and erosion, provide open space for human interaction, and are an integral part of the city's environment. Depending upon their type, size, and location within a watershed, they represent important physical, educational, ecological, aesthetic, recreational, and economic assets of the city. Properly managed wetlands are needed to support the city's efforts to reduce flooding and to protect the public health, safety, and general welfare.
- b. Wetlands and buffers provide habitat for aquatic, semi-aquatic, and terrestrial wildlife, including rare, threatened, or endangered species. They provide breeding, nesting and feeding grounds for many forms of plant and animal life. Many species of wildlife require both wetlands and their associated upland buffers for survival. Protecting wetlands and buffers is essential for preserving the diversity of plant and animal species in the city.
- c. Streams are also significant elements of the city's hydrologic system. Streams flow into wetlands and lakes, provide food and habitat for wildlife, provide open space, and are an integral part of the city's environment. Like wetlands, streams are an important physical, educational, ecological, aesthetic, recreational, and economic asset.
- d. Various existing state and federal laws restrict activities and development within wetlands and streams. The city finds that development adjacent to and surrounding wetlands may also degrade and pollute wetlands or accelerate the aging or elimination of wetlands and that development next to streams may degrade, pollute, or damage streams and, in turn, degrade other surface waters downstream. Regulating development and land use around wetlands and streams is therefore in the public interest.
- e. As defined and used herein, buffers are land areas adjacent to wetlands and streams that are deemed important for maintaining the health and valuable functions of such wetlands and streams. Restricting development of and land use in buffers recognizes that the surrounding upland impacts the quality and functions of wetlands and streams and, therefore, is in the public interest.

- f. Buffers planted with native or naturalized vegetation serve the following functions:
- (1) Stabilize soil and prevent erosion.
 - (2) Preserve and enhance the quality of surface water by reducing the input of suspended solids, nutrients, and harmful chemical substances that may adversely impact public health or aquatic habitat.
 - (3) Filter suspended solids, nutrients, pollutants, and harmful substances so that they do not enter the wetland or stream.
 - (4) Moderate water level fluctuations during storms.
 - (5) Protect beneficial plant life and provide habitat for wildlife.
 - (6) Provide shade to reduce the temperature of both stormwater runoff and the wetland, thereby helping to maintain the conditions for healthy aquatic life.
 - (7) Reduce the adverse impacts of human activities on wetlands and streams and thereby preserve them in a natural state.
- g. In addition to regulating development and land use around wetlands, this ordinance is intended to educate the public (including appraisers, owners, potential buyers, and developers) about the importance of wetlands and streams and the functions of buffers and to encourage property owners who live adjacent to and/or near wetlands and streams to be responsible stewards by managing and enhancing the quality of buffers as hereinafter described.

Section 2. Definitions.

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

Administrator means the director of the community development department or other person or persons charged with the administration and enforcement of this ordinance.

Alteration means human action that adversely affects the vegetation, hydrology, wildlife or wildlife habitat in a wetland, stream or buffer, including grading, filling, dumping, dredging, draining, paving, construction, application of gravel, discharging pollutants (including herbicides and pesticides), and compacting or disturbing soil through vehicle or equipment use. Alteration also includes the mass removal or mass planting of vegetation by means of cutting, pruning, topping, clearing, relocating, or applying herbicides or any hazardous or toxic substance designed to kill plant life. Alteration does not include the following activities in a buffer:

- a. Walking, passive recreation, fishing, or other similar low-impact activities.
- b. The maintenance of pre-existing, nonconforming lawn area.

- c. The removal of trees or vegetation that is dead, dying, diseased, *noxious*, or hazardous in a manner that does not cause the compacting or disturbing of soil through vehicle or equipment use.
- d. The removal of *noxious* weeds by non-chemical methods, or by means of chemical treatment in accordance with application methods that prevent the introduction of toxic chemicals into wetlands and streams.
- e. The removal of non-native shrubs, such as buckthorn, if:
 - 1. there is little chance of erosion; and
 - 2. site is flat or generally has slopes less than 6 percent grade; and
 - 3. cut and treat method of removal is used on shrubs more than one-half (½) inches in diameter (not pulling).
- f. *Selective* management of vegetation as follows:
 - 1. *Selective* pruning of trees or shrubs in order to enhance their health.
 - 2. *Selective* removal of tree saplings (less than 2 inches in diameter) in order to enhance wildlife value of the buffer.
 - 3. *Selective* removal of non-native trees.
 - 4. *Selective* removal of non-native weeds.
 - 5. *Selective* seeding or planting of vegetation that is native to Minnesota.
- g. Installation of temporary fencing without footings.
- h. Projects within the buffer that are the subject of a wetland buffer management worksheet approved by the administrator.

Best management practices (BMP's) mean measures taken to minimize negative effects of stormwater runoff on the environment including, but not limited to, installation of rain gardens, infiltration basins, infiltration trenches, retention basins, filters, sediment traps, swales, reduction of impervious surfaces, planting of deep-rooted native plants, landscape and pavement maintenance.

Boathouse means a structure designed and used solely for the storage of boats or boating equipment.

Buffers are land areas adjacent to wetlands and streams in which development and land use are restricted as set forth herein and in which the growth of native and naturalized plants and trees are to be preserved and encouraged in accordance with this ordinance.

Clearing means the cutting or removal of vegetation.

Enhancement means an action that increases the functions and values of a wetland, stream, or buffer.

Erosion means the movement of soil or rock fragments, or the wearing away of the land surface by water, wind, ice, and gravity.

Incidental wetland means a wetland which did not naturally occur, but was incidentally created by humans.

Infiltration basin means a pond or basin that captures stormwater and allows it to soak into the ground. An infiltration basin will typically drain within forty-eight (48) hours of a storm event.

Lake means an area of open, relatively deep water that is large enough to produce a wave-swept shore. Lake shall also be defined as a “public water” as delineated and listed in the city’s shoreland ordinance (Article IX).

Large-scale project means a vegetation maintenance, control, removal, mitigation or restoration project that will affect more than fifty percent (50%) of a buffer located on a piece of property.

Lawn area means that area within a buffer with maintained landscape, including areas of mowed turf grass, gardens, play areas, work areas, patios, play structures, and nonpermanent structures. Lawn area does not include: (1) areas within a buffer consisting of native or naturalized vegetation; and (2) the land area that is outside of a buffer.

Minnesota Routine Assessment Method (MnRAM) is a scientific methodology to assess the quality of wetlands.

Mitigation means an action that reduces, rectifies, eliminates, or compensates for the alteration of a buffer or wetland.

Mitigation plan means a plan submitted by an applicant and approved by the city that shows strategies for reducing, rectifying, eliminating, or compensating for the alteration of a buffer or wetland.

Native area means an area where native vegetation exists.

Native vegetation means tree, shrub, grass, or other plant species that are indigenous to the Twin Cities metropolitan area and that could have been expected to naturally occur on the site. Native vegetation does not include noxious weeds.

Naturalized area means an area where naturalized vegetation exists and does not include a lawn area.

Naturalized vegetation means tree, shrub, grass, or other plant species that exists on a site naturally without having been planted or maintained as a lawn area. It may be a native or non-native species.

Nonconforming lawn area means that area within a buffer with maintained landscape (lawn area) as of the date of adoption of this ordinance. Once a nonconforming lawn area is converted to native or naturalized buffer, it loses its legal nonconforming status and may not thereafter be treated as a nonconforming lawn area.

Noxious weed means plants listed as prohibited noxious weeds in the Minnesota Noxious Weed Law. (See also weed.)

Ordinary high water mark (OHWM) means a mark delineating the highest water level maintained for enough time to leave evidence upon the landscape. The ordinary high water

mark is commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial.

Public waters means water basins assigned a shoreline management classification by the Minnesota Department of Natural Resources commissioner under Minnesota Statutes, sections 103F.201 to 103F.221, except wetlands less than 80 acres in size that are classified as natural environment lakes.

Rain garden means an infiltration basin that is planted as a garden that allows water to infiltrate within forty-eight (48) hours of a storm event.

Restoration means restoring a wetland, stream, or buffer in whole or in part to a condition that is similar to that before development of the surrounding area.

Selective means vegetation management done in a naturalized or native buffer, where a minimal amount of vegetation is altered, with the goal of improving ecological quality of the buffer and/or its ability to filter stormwater runoff.

Semipublic means land that is maintained by a private organization or citizen for use by a larger group of people to include employees, neighbors, or the general public use.

Setback means the minimum horizontal distance between a structure and the nearest edge of the wetland, stream, or buffer.

Slope means the inclination of the natural surface of the land from the horizontal; commonly described as a ratio of the length to the height.

Stormwater pond means a pond that has been created to capture stormwater runoff. ~~It is a natural wetland.~~ Stormwater is often piped into stormwater ponds but may also enter through sheet runoff.

Stormwater pond edge means the normal high water level for a stormwater pond.

Straight-edge setback is a measurement to determine the allowable setback of an addition to an existing house, garage, deck or driveway which is located closer to or within the required buffer. Straight-edge setback additions are measured by using the existing edge of the house, garage, deck, or driveway located nearest to the edge of a buffer, wetland, or stream and extending that line in a parallel direction. No portion of the addition can encroach closer to the edge of a buffer, wetland, or stream than the existing structure.

Stream means those areas where surface waters produce a defined channel or bed. A defined channel or bed is land that clearly contains the constant passage of water under normal summer conditions.

Structure means anything constructed or erected that requires location on the ground or attached to something having location on the ground.

Sustainable design means a development design which minimizes impacts on the landscape.

Temporary erosion control means methods of keeping soil stable during construction or grading. Temporary erosion control measures include, but are not limited to, silt fencing, erosion control

blankets, bale slope barriers, or other best management erosion control methods approved by the city.

Variance means a deviation from the standards of this ordinance that is not specifically allowed.

Vegetation means any plant life growing at, below, or above the soil surface.

Water-oriented accessory structure means a small, aboveground building or other improvement that the owner needs to locate closer to public waters than the normal structure setback. Such a setback would be because of the relationship of its use to a surface water feature. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses or freestanding decks. The definition of water-oriented accessory structures or facilities shall not include stairways, fences, docks or retaining walls.

Weed means a plant which causes damage in some way to native vegetation or ecosystems. (See also noxious weed.)

Wetlands means those areas of the city inundated or saturated by groundwater or surface water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas as defined. Where a person has removed or mostly changed the vegetation, one shall determine a wetland by the presence or evidence of hydric or organic soil and other documentation of the previous existence of wetland vegetation such as aerial photographs. This definition does not include lakes or stormwater ponds as herein defined.

Wetlands adjacent to lakes means those areas of land or vegetation that have been classified as wetlands by an applicable Watershed District in accordance with the Minnesota Routine Assessment Method (MnRAM) system but which are attached to or part of the edge of a lake as defined herein.

Wetland classes are defined as follows:

- a. Manage A wetlands are based on the "Preserve" wetland classification as defined in MnRAM. These wetlands are exceptional and the highest-functioning wetlands in Maplewood.
- b. Manage B wetlands are based on the "Manage 1" wetland classifications as defined in MnRAM. These wetlands are high-quality wetlands.
- c. Manage C wetlands are based on the "Manage 2" wetland classifications as defined in MnRAM. These wetlands provide moderate quality.
- d. Stormwater Pond – These are ponds created for stormwater treatment. A stormwater pond shall not include wetlands created to mitigate the loss of other wetlands.

Wetland functions mean the natural processes performed by wetlands. These include providing wildlife food and habitat, maintaining the availability of water, purifying water, acting as a recharge and discharge area for groundwater aquifers, moderating the flow of surface water and stormwater, and performing other functions including but not limited to those set out in U.S. Army Corps of Engineers regulations.

Wetland buffer management worksheet is a printed form available through the community development department which is required to be completed by a property owner who wishes to undertake certain activities in a wetland or stream buffer. The activities proposed by the property owner on the worksheet must be approved by the administrator prior to any work in the buffer.

Wetland or stream edge means the line delineating the outer edge of a wetland or stream. The wetland edge shall be established using the Federal Manual for Identifying and Delineating Jurisdictional Wetlands dated January 10, 1989, and jointly published by the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers and the U.S. Soil Conservation Service, or succeeding publication that is adopted by the Federal Government. The applicable watershed district must verify this line.

Section 3. Applicability and Effective Date.

a. Applicability.

1. This ordinance shall take effect after the city publishes it in the official newspaper.
2. Except as specified elsewhere in this ordinance, this ordinance shall apply to all real property which is located in a wetland, stream, or buffer or any person or use that would alter a wetland, stream, or buffer after adoption of this ordinance (December 14, 2009) and revisions of this ordinance (February 11, 2013).
3. The city adopts the wetland classification map dated December 14, 2009, which is based on wetland classifications from the MnRAM studies and assigned by the applicable watershed district. Other wetland classification regulations are as follows:

~~a. The city council will adopt changes to the wetland map which are based on MnRAM studies conducted and approved by watershed districts.~~

a.b. Any wetland not currently assigned a classification based on MnRAM studies as of the date of the adoption of this ordinance (December 14, 2009) shall carry over the city's April 24, 1995, wetland classifications and shall be assigned the following management classes:

- 1) Class 1 wetlands are defined as Manage A wetlands.
- 2) Class 2 wetlands are defined as Manage A wetlands.
- 3) Class 3 wetlands are defined as Manage B wetlands.
- 4) Class 4 wetlands are defined as Manage C wetlands.
- 5) Class 5 wetlands are defined as stormwater ponds.

~~c. Wetlands adjacent to lakes will be regulated by this ordinance until December 31, 2012, or until the city adopts a new shoreland ordinance that includes the regulation of these wetlands, whichever occurs first.~~

b.d. Appeals to the wetland classifications are within the jurisdiction of the applicable watershed district and shall be filed and heard pursuant to the administrative review process of that district. In the event that an appeal is granted, the city will recognize the results of that appeal for purposes of the classification of wetlands within the city.

4. The city council will adopt changes to the wetland map which are approved by watershed districts.

5.4. When any provision of any ordinance conflicts with this ordinance, the provision that provides more protection for buffers, wetlands, or streams shall apply unless specifically provided otherwise in this ordinance. This also applies to the applicable watershed district regulations.

b. Exemptions. This section does not apply to the following property located in the city limits of Maplewood:

1. Property which is located within a buffer, but is separated from the wetland or stream by an existing road.
2. Buildings and structures not in conformity with the regulations prescribed in this ordinance as of its effective date shall be regarded as nonconforming and may continue.
3. Lawn areas not in conformity with regulations prescribed in this ordinance as of its effective date shall be regarded as nonconforming and may continue. A nonconforming lawn area will lose its legal nonconforming status if it is converted to native or naturalized buffer and may not thereafter be treated as a lawn area.

Section 4. Buffer Widths and Requirements.

a. Minimum buffers. The following are the minimum required buffer widths and structure setbacks:

Buffer	Wetland Classes			
	<i>Manage A & Streams</i>	<i>Manage B</i>	<i>Manage C</i>	<i>Stormwater Pond</i>
Minimum Buffer Width	100 ft.	75 ft.	50 ft.	10 ft.
Structure Setback from Edge of Buffer	0	0	0	10 ft.

b. Buffer measurement. Buffers shall be measured from the wetland or stream edge.

c. Buffers containing slopes. For new development or construction on slopes greater than eighteen percent (18%) that are within a buffer, the buffer width shall be increased to ten (10) feet beyond the apex of the slope. Extension of the buffer for steep slopes shall apply to all wetland classes.

- d. Buffers for wetlands adjacent to lakes. In light of the fact that lakes perform different functions than wetlands and streams and are used for different recreational purposes, wetlands adjacent to lakes and their designated buffers shall have alternative buffers as follows. ~~The following alternative buffers for wetlands adjacent to lakes will apply until December 31, 2012, or until the city adopts a new shoreland ordinance that includes the regulation of these wetlands, whichever comes first.~~

Buffer	Wetland Classes (for Wetlands Adjacent to Lakes)		
	<i>Manage A</i>	<i>Manage B</i>	<i>Manage C</i>
Minimum Buffer Width	75 ft.	50 ft.	50 ft.

- e. Average Buffers: Recognizing that there are instances where, because of the unique physical characteristics of a specific parcel of land, the averaging of buffer width for the entire parcel may be necessary to allow for the reasonable use of the land during a development or construction project. In such cases decreasing the minimum buffer width will be compensated for by increased buffer widths elsewhere in the same parcel to achieve the required average buffer width.

1. The average buffer standards set forth below may be applied based on an assessment of the following:
 - a) Undue hardship would arise from not allowing the average buffer, or would otherwise not be in the public interest.
 - b) Size of parcel.
 - c) Configuration of existing roads and utilities.
 - d) Percentage of parcel covered by wetland.
 - e) Configuration of wetlands on the parcel.
 - f) Averaging will not cause degradation of the wetland or stream.
 - g) Averaging will ensure the protection or enhancement of portions of the buffer which are found to be the most ecologically beneficial to the wetland or stream.
2. The following are the average buffer widths for freestanding wetlands:

Buffer	Wetland Classes (for Freestanding Wetlands)		
	<i>Manage A & Streams</i>	<i>Manage B</i>	<i>Manage C</i>
Minimum Buffer Width	75 ft.	50 ft.	50 ft.
Average Buffer Width	100 ft.	75 ft.	N/A

3. The following are the average buffer widths for wetlands adjacent lakes:

<u>Buffer</u>	<u>Wetland Classes (for Wetlands Adjacent to Lakes)</u>		
	<u>Manage A</u>	<u>Manage B</u>	<u>Manage C</u>
<u>Minimum Buffer Width</u>	<u>50 ft.</u>	<u>50 ft.</u>	<u>50 ft.</u>
<u>Average Buffer Width</u>	<u>75 ft.</u>	<u>N/A.</u>	<u>N/A</u>

~~4.3.~~ Average buffer measurement. Average buffer measurement shall be determined by averaging the buffer along the wetland edge situated on the subject property, not the entire wetland.

~~5.4.~~ A mitigation plan is required for construction of development projects which meet the requirements described in Section 5.d. (Mitigation).

~~6.5.~~ The appropriateness of using average buffers will be evaluated as part of the review of the contractor's or owner's development application. The average buffer used must be within the spirit and intent of this ordinance and must meet one or more of the requirements described in Section 7 (Best Management Practices).

~~7.6.~~ The administrator must approve the average buffer.

~~8.7.~~ If an average buffer is denied by the administrator, an applicant may appeal the denial by submitting a written appeal request to the administrator within fifteen (15) days of the administrator's written denial of the average buffer. The administrator shall send appeals of average buffers to the environmental and natural resources commission for review.

~~9.8.~~ If an average buffer is denied by the environmental and natural resources commission, an applicant may appeal the denial by submitting a written appeal request to the administrator within fifteen (15) days of the commission's denial of the average buffer. The administrator shall send these appeals to the city council for final review.

Section 5. Development and Construction.

a. Unless an exemption applies, the following development and construction activities are not allowed in wetlands, streams, or buffers:

1. Alterations, including the filling of wetlands.
2. The construction of structures.
3. Projects which convert native or naturalized areas to lawn area.
4. The construction of stormwater drainage facilities, sedimentation ponds, infiltration basins, and rain gardens within a buffer.

5. Discharge of stormwater to a wetland not in compliance with the city's stormwater management ordinance (Section 44-1245, or subsequent ordinances).
- b. Exemptions. This section does not apply to the following activities in a buffer:
1. Walking, passive recreation, fishing or other similar low-impact activities.
 2. The maintenance of pre-existing, nonconforming lawn area.
 3. The removal of trees or vegetation that is dead, dying, diseased, *noxious*, or hazardous in a manner that does not cause the compacting or disturbing of soil through vehicle or equipment use.
 4. The removal of noxious weeds by non-chemical methods, or by means of chemical treatment in accordance with application methods that prevent the introduction of toxic chemicals into wetlands and streams.
 5. The removal of non-native shrubs, such as buckthorn, if:
 - a) there is little chance of erosion; and
 - b) site is flat or generally has slopes less than 6 percent grade; and
 - c) cut and treat method of removal is used on shrubs more than one-half (½) inches in diameter (not pulling).
 6. Selective management of vegetation as follows:
 - a) Selective pruning of trees or shrubs in order to enhance their health.
 - b) Selective removal of tree saplings (less than 2 inches in diameter) in order to enhance wildlife value of the buffer.
 - c) Selective removal of non-native trees.
 - d) Selective removal of non-native weeds.
 - e) Selective seeding or planting of vegetation that is native to Minnesota.
 7. Installation of temporary fencing without footings.
 8. Projects within the buffer that are the subject of a wetland buffer management worksheet approved by the administrator.
 9. Public maintenance of wetlands and buffers. The city may waive the requirements of this ordinance for public operations required to properly maintain in and around water bodies where it determines that there is a greater public need for the project than to meet the requirement of this ordinance. In waiving these requirements the city shall apply the following standards:
 - a) All necessary erosion control measures must be in place before activities begin.
 - b) The public entity performing the work shall replant all disturbed areas within the buffer with native plantings.

- c) The city may require additional mitigation actions as specified in Section 5.d. (Mitigation).

10.9. Public or semi-public streets and utilities. The city council may waive the requirements of this ordinance for the construction or maintenance of public or semipublic streets and utilities through buffers where it determines that there is a greater public need for the project than to meet the requirement of this ordinance. In waiving these requirements the city council shall apply the following standards:

- a) The city may only allow the construction of public or semipublic utilities and streets through buffers where there is no other practical alternative.
- b) Before the city council acts on the waiver the environmental and natural resources commission and the planning commission ~~and the environmental and natural resources commission~~ shall make a recommendation to the city council. The ~~city planning commission~~ shall hold a public hearing for the waiver. The city shall notify the property owners within five hundred (500) feet of the property for which the waiver is being requested at least ten (10) days before the hearing.
- c) Utility or street corridors shall not be allowed near ~~when~~ endangered or threatened species ~~are found in the buffer~~.
- d) Utility or street corridors, including any allowed maintenance roads, shall be as far from the wetland as possible.
- e) Utility or street corridor construction and maintenance shall protect the wetland and buffer and avoid large trees as much as possible.
- f) The city shall not allow the use of pesticides or other hazardous or toxic substances in buffers or wetlands; however, in some situations the use of herbicides may be used if prior approval is obtained from the administrator.
- g) The owner or contractor shall replant utility or street corridors with appropriate native vegetation, except trees, at preconstruction densities or greater after construction ends. Trees shall be replaced as required by city ordinance.
- h) Any additional corridor access for maintenance shall be provided as much as possible at specific points rather than to the road which is parallel to the wetland edge. If parallel roads are necessary they shall be no greater than fifteen (15) feet wide.
- i) The city council, upon recommendation of the administrator, may require additional mitigation actions as a condition of granting the waiver.

11.10. Public or semipublic trails. The city may waive the requirements of this ordinance for the construction or maintenance of public or semipublic trails through buffers, and boardwalks in wetlands, where it determines that there is a

greater public need for the project than to meet the requirement of this ordinance. In waiving these requirements the city shall apply the following standards:

- a) Trails shall not be allowed near ~~when~~ endangered or threatened species ~~are found to be present in the buffer.~~
- b) Buffers shall be expanded, equal to the width of the trail corridor.
- c) The owner or contractor shall replant all disturbed areas next to the trail in a timeframe approved by the city.
- d) All necessary erosion control measures must be in place before constructing a trail. The erosion control measures must also be maintained and inspected by the city to ensure that the wetland or stream is not compromised by trail construction activities.
- e) The trail must be designed and constructed with sustainable design methods.
- f) Boardwalks are allowed within the buffer ~~and shall be a maximum of six (6) feet in width for semipublic use and twelve (12) feet in width for public or semipublic use.~~
- g) The administrator may require additional mitigation actions as specified in Section 5.d. (Mitigation).

c. Construction Practices. Special construction practices shall be required on projects or developments adjacent to wetlands and adjacent to and in their buffers. Special construction practices shall be approved by the administrator before issuance of a grading or building permit. Such practices may include, but are not limited to, grading, sequencing, vehicle tracking platforms, additional silt fences, and additional sediment control. They may also include the following:

1. Wetland Buffer Sign Standards: The city may require that a property owner or developer install wetland signs before grading or starting construction. The buffer will be identified by installing wetland signs on the boundary between a buffer and adjacent land. These signs shall mark the edge of the buffer and shall state there shall be no building, mowing, cutting, filling, or dumping beyond this point. These signs shall be installed at each lot line where it crosses a wetland or stream buffer, and where needed to indicate the contour of the buffer, with a maximum spacing of one-hundred (100) feet of wetland or stream edge.
2. Erosion Control Installation: Before grading or construction, the owner or contractor shall put into place erosion control measures around the borders of buffers. Such erosion control measures must remain in place until the owner and contractor have finished all development activities that may affect the buffer.
3. Erosion Control Breaches: All erosion control measures must be maintained and inspected to ensure compliance and protection of wetlands, streams, and buffers. The owner or contractor shall be responsible for all erosion/sedimentation

breaches within the buffer and shall restore impacted areas to conditions present prior to grading or construction activities.

4. Erosion Control Removal: After completion of grading or construction, the contractor or owner may remove the erosion control measures only after inspection and approval by the city and the applicable watershed district to ensure the areas affected have been established per requirements.
 5. Platting: When platting or subdividing property, the plat or subdivision must show the wetland boundaries as approved by the applicable watershed district.
 6. It is the responsibility of the owner to alleviate any erosion during and after completion of grading or construction. The owner or contractor must remove erosion control measures after final approved inspection by the city and the applicable watershed district.
- d. Mitigation. For large-scale projects or new development or construction, the city requires mitigation when a property owner or contractor has altered or will alter a wetland or buffer. The property owner or contractor shall submit a mitigation plan to the administrator for approval. In reviewing the plan, the city may require one or more of the following actions:
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 one hundred and fifty percent (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.

Section 6. Activities in Wetlands, Streams, and Buffers.

- a. Unless an exemption applies, the following activities are not allowed in wetlands, streams, or buffers:
 1. Alterations, including the filling of wetlands.
 2. The construction of structures.
 3. Projects which convert native or naturalized areas to lawn area.
 4. The construction of stormwater drainage facilities, sedimentation ponds, infiltration basins, and rain gardens within a buffer.
 5. The discharging of stormwater to a wetland must comply with the city's stormwater management ordinance (Section 44-1245, or subsequent stormwater ordinances).
- b. Wetland buffer management worksheet. A wetland buffer management worksheet is required for certain activities within a wetland and stream buffer:
 1. The administrator must approve wetland buffer management worksheets.
 2. If a wetland buffer management worksheet is denied by the administrator, an applicant may appeal the denial by submitting a written appeal request to the administrator within fifteen (15) days of the administrator's written denial of the average buffer. The administrator shall send appeals of average buffers to the environmental and natural resources commission for review.
 3. If a wetland buffer management worksheet is denied by the environmental and natural resources commission, an applicant may appeal the denial by submitting a written appeal request to the administrator within fifteen (15) days of the commission's denial of the average buffer. The administrator shall send these appeals to the city council for final review.
- c. Exemptions. This section does not apply to the following activities in a buffer:
 1. Walking, passive recreation, fishing or other similar low-impact activities.
 2. The maintenance of pre-existing, nonconforming lawn area.
 3. The removal of trees or vegetation that is dead, dying, diseased, *noxious*, or hazardous in a manner that does not cause the compacting or disturbing of soil through vehicle or equipment use.
 4. The removal of noxious weeds by non-chemical methods, or by means of chemical treatment in accordance with application methods that prevent the introduction of toxic chemicals into wetlands and streams.
 5. The removal of non-native shrubs, such as buckthorn, if:
 - a) there is little chance of erosion; and

- b) site is flat or generally has slopes less than 6 percent grade; and
 - c) cut and treat method of removal is used on shrubs more than one-half (½) inches in diameter (not pulling).
6. Selective management of vegetation as follows:
- a) Selective pruning of trees or shrubs in order to enhance their health.
 - b) Selective removal of tree saplings (less than 2 inches in diameter) in order to enhance wildlife value of the buffer.
 - c) Selective removal of non-native trees.
 - d) Selective removal of non-native weeds.
 - e) Selective seeding or planting of vegetation that is native to Minnesota.
7. Installation of temporary fencing without footings.
8. Projects within the buffer that are the subject of a wetland buffer management worksheet approved by the administrator.
9. For properties that are zoned single or double-dwelling residential or are used as a single or double-dwelling residential use:
- a) The use, maintenance, and alteration of existing nonconforming lawn area for the purpose of outdoor enjoyment which may include gardening, nonpermanent structures (including such things as storage sheds under 120 square feet in area, swing sets and volleyball nets), impervious patios, or fire pits.
 - b) Work within a wetland, stream, or buffer which was approved by the Minnesota Department of Natural Resources water permitting process and access to those areas by a trail which is limited to the width of the permit.

Section 7. Best Management Practices.

The city encourages and in some cases requires that best management practices be implemented to minimize negative effects of stormwater runoff on the environment and the loss of wildlife habitat when a property owner or contractor has altered or will alter a wetland, stream, or buffer. Best management practices may include the following:

- a. Restore buffer with native plantings. For large-scale projects or new development or construction refer to Section 5.d. (Mitigation).
- b. Manage weeds in buffer. Pursuant to state law, all weeds listed on the Minnesota noxious weed list must be controlled by the property owner. Owners are encouraged to control other weeds that are not on the noxious weed list but can threaten the health of a wetland. Submittal of a wetland buffer management worksheet is required for management of weeds within the native and naturalized areas of buffers, except for selective treatment. In addition, a management plan drafted by a professional experienced in wetland and stream restoration may be needed for large-scale projects or new development including:

1. Target weeds.
 2. Appropriate management techniques, including the use of chemical treatment if approved by the administrator as part of the management plan.
 3. Management schedule.
 4. Erosion control and reseedling if management will create large areas of dead vegetation.
 5. Cash escrow or letter of credit to cover 150 percent of the required work.
- c. Reduce stormwater runoff and/or improve the quality of stormwater runoff entering a wetland or stream. This may be achieved through the following strategies or other administrator approved best management practices for dealing with stormwater. These practices are to be located outside of the wetland buffer.
1. Reduce amount of pavement on site (i.e. fewer parking stalls, narrower driveways, shared parking with other businesses).
 2. Use pervious pavement such as pavers or porous asphalt.
 3. Use turf pavers or modified turf areas for overflow parking.
 4. Install rain garden or infiltration basin.
 5. Install rock trench or rock pit.
 6. Install filter strip of grass or native vegetation.
 7. Install surface sand filter or underground filter.
 8. Install native plantings on site to reduce fertilizer use and improve infiltration.
 9. Install a green roof on buildings.
 10. Install grit chambers, sediment traps, or forebays.

Section 8. Variances.

- a. Procedures. Procedures for granting variances from this ordinance are as follows:
1. The city council may approve variances to the requirements in this ordinance.
 2. Before the city council acts on a wetland ordinance variance the environmental and natural resources commission and will make a recommendation to the planning commission, who will in turn make a recommendation to the city council. The city planning commission shall hold a public hearing for the variance. The city shall notify property owners within five hundred (500) feet of the property for which the variance is being requested at least ten (10) days before the hearing.

3. The city may require the applicant to mitigate any wetland, stream, or buffer alteration impacts with the approval of a variance, including but not limited to, implementing one or more of the strategies listed in Section 5.d. (Mitigation).
4. To approve a variance, the city council shall apply ~~must make~~ the following findings for variance approval as required as depicted in Minnesota Statutes, ~~section 44-13:~~
 - a) ~~Strict enforcement would cause undue hardship because of circumstances unique to the property under consideration. The term "undue hardship" as used in granting a variance means the owner of the property in question cannot put it to a reasonable use if used under conditions allowed by the official controls; the plight of the landowner is due to circumstances unique to his property, not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone are not an undue hardship if reasonable use for the property exists under the terms of this ordinance.~~
 - b) ~~The variance would be in keeping with the spirit and intent of this ordinance.~~
5. The applicant for a variance shall submit, with the variance application and any other required materials, a statement showing how the proposal would meet the findings for variance approval.

b. Exemptions to Variances. Variances are not needed for the following:

1. A nonconforming single or double-dwelling residential structure which loses its nonconforming status as described in Minnesota Statutes, section 462.357, subdivision 1(e) is allowed to be rebuilt on its same footprint in its entirety (including foundations and decks) in the buffer if the new single or double-dwelling family residential structure meets the following conditions:
 - a) Best management practices are implemented to help protect the wetland as described in Section 7 (Best Management Practices). The administrator approves the location and best management practices through the building permit process.
 - b) All other applicable building ordinance requirements are met.
2. A nonconforming manufactured home which is located within a wetland buffer can be replaced with a new manufactured home without approval of a variance as long as the replacement meets with the requirements of Minnesota Statutes, section 462.357, subdivision 1(a).
3. Additions to a nonconforming single or double-dwelling family house, garage, deck, or driveway using the existing straight-edge setbacks to a wetland or stream if the following apply:

- a) Property that is zoned single or double-dwelling residential or is being used as a single or double-dwelling residence.
 - b) There is no other reasonable alternative than encroachment toward the wetland or stream with the addition.
 - c) The new addition of the house, garage, deck, or driveway is a minimum of twenty-five (25) feet from the wetland or stream edge.
 - d) The process of constructing the addition does not cause degradation of the wetland, stream, or the existing buffer.
 - e) Mitigation actions must be met as specified in Section 5.d. (Mitigation).
4. Water-oriented accessory structure or boat house which is located within a wetland buffer for a wetland adjacent a lake if the structure meets the city's Shoreland ordinance requirements.
5. Stairways, lifts and landings which are located within a wetland buffer for a wetland adjacent a lake if the stairway, lift and landing meets the city's Shoreland ordinance requirements.

Section 9. Enforcement.

The city reserves the right to inspect the site or property during regular city business hours or upon notice to the property owner or its designated representative one business day in advance if the inspection is to occur at a different time for compliance with this ordinance during development or construction or alteration pursuant to an approved wetland buffer management worksheet or plan.

The city shall be responsible for the enforcement of this ordinance. Any person who fails to comply with or violates any section of this ordinance may be charged with a misdemeanor and, upon conviction, shall be subject to punishment in accordance with misdemeanor level convictions as set by State Statute. The violator may be civilly fined and/or liable for restoration costs as well. All land use building and grading permits shall be suspended until the developer has corrected the violation. Each day that a separate violation exists shall constitute a separate offense.

The city council approved the first reading of this ordinance on January 28, 2013.

The city council approved the second reading of this ordinance on February 11, 2013

Signed:

Will Rossbach, Mayor

Date

Attest:

Karen Guilfoile, City Clerk

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MEMORANDUM

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
Chuck Ahl, Assistant City Manager
**SUBJECT: Consider Authorizing the Publication of the Draft
Environmental Assessment Worksheet (EAW) for 3M
Company**
DATE: February 4, 2013

INTRODUCTION

The firm of TKDA, representing 3M Company, is requesting that the city council authorize the publication of the Draft Environmental Assessment Worksheet (EAW) for 3M Company's proposed Research and Development building at 3M Center. If approved for publication, the EAW would be published in the EQB Monitor and would be made available to public agencies, as well as the public, during the required 30 day comment period.

Please refer to the attached memorandum from Sherri Buss, of TKDA, and the attached draft EAW with its supporting data.

RECOMMENDATION

Authorize the publication of the 3M Company Draft Environmental Assessment Worksheet in the EQB Monitor for public agency comments.

p:36\3M Building Proposal NE McKnight and Conway\EAW CC to authorize publication CC cover memo 2 13 te

Attachments:

1. Memorandum from Sherri Buss of TKDA dated February 4, 2013
2. Draft EAW
3. EAW attachments



444 Cedar Street, Suite 1500
 Saint Paul, MN 55101
 651.292.4400
 tkda.com

TKDA

Memorandum

To:	Maplewood City Council	Reference:	EAW for proposed 3M Research and Development Building
Copies To:	Tom Ekstrand, Senior Planner		
	Roger Spinner, 3M Company		
From:	Sherri Buss, Senior Planner, TKDA	Project No.:	
Date:	February 4, 2013	Routing:	Bradley Jones, P.E., TKDA

Background

3M Company is planning to build a new Research & Development Building and related parking at its Maplewood Campus. The size of the project requires preparation of a mandatory Environmental Assessment Worksheet (EAW). The City Council approved a resolution in November, 2012 that the City of Maplewood act as the Responsible Governmental Unit (RGU) for the EAW.

3M and its consultant, TKDA, have completed a draft EAW. The City's Engineering and Planning staff, Planning Commission and Environment and Natural Resources Commission reviewed the draft EAW in January and provided comments. TKDA has revised the draft to incorporate additional information as requested by the staff and Commissions. 3M is requesting that the City Council approve the draft for publication in the EQB Monitor. This would begin a 30-day comment period. The Draft EAW will be mailed to the required agency mailing list and will be available at City Hall and local libraries for public review during the comment period.

Planning Commission and Environment and Natural Resource Commission Comments

The Planning and Environment and Natural Resource Commission members asked a variety of questions about the proposed Research and Lab Building. The questions and resulting updates to the document included the following:

- *They requested information about bicycle and pedestrian connections to the new building.* The Traffic section (#21) has been updated to include more information about the bicycle and pedestrian connections on McKnight Road and Conway Avenue.
- *They requested information about existing groundwater monitoring wells and geotechnical test pipes on the site, and how these will be dealt with during construction.*

The Water Resources section (#13) has been updated to indicate that the pipes will be removed during construction and the existing well will be abandoned to meet Minnesota Health Department Standards.

- *The Commissioners asked about hazardous waste that may be generated by activities at the new building.* The Solid and Hazardous Waste Section (#20) has been updated to discuss the materials that may be used at the site, the required permits that 3M maintains related to hazardous materials, and the required annual reporting and inspections by Ramsey County.
- *The Commissioners asked about the proposed trail around 3M Lake and potential wetland mitigation that had been proposed on the project site.* In 2012, 3M had proposed creation of a trail around 3M Lake, and discussed the trail with the City. Creation of the trail would have required wetland mitigation, which 3M proposed to implement on the building site. However, this project is currently on hold, and there is no date identified for development of the trail. 3M indicated to the Commissions that if the trail project goes forward, the Company will identify another site for wetland mitigation.
- *The Commissioners also asked a number of specific questions regarding stormwater management, rare species, and related issues.* 3M and its consultants answered those questions during the meetings with the Commissions.

Both Commissions recommended that the Council authorize the draft EAW for the required public and agency comment period.

Next Steps

If the Council authorizes the EAW for distribution for the 30-day comment period, the next steps in the EAW process will include the following:

The estimated schedule for the EAW process is as follows:

February 11, 2013	City Council authorizes Draft EAW for distribution to EQB distribution list
February 18, 2013	Submit Draft EAW notice to EQB Monitor
February 25, 2013	EAW noticed published and 30-day comment period begins
March 19, 2013	Public hearing at Planning Commission meeting to receive public comments. Notice will be mailed to properties within approximately ¼ mile of the project site. TKDA will mail the document to the EQB mailing list, and will send press releases to local newspapers as required for the environmental review process.
March 25, 2013	30-day comment period ends
April 2, 2013	TKDA provides responses to comments to 3M and City
April 22, 2013	City Council approves Findings of Fact and Record of Decision
May 6, 2013	City decision notice to EQB Monitor and distributed to federal, state and local agencies on EQB list
May 13, 2013	City decision published in EQB Monitor



Permits Schedule

3M is planning to start construction of the building in the spring of 2013, and will need permits from the City, the Watershed District and others to begin construction. No permits may be issued while the EAW is in-process. However, 3M may submit its permit applications during the EAW process, and the permits may be reviewed during that time. The Maplewood staff suggested that 3M may want to consider submitting permit applications during the EAW process, so that they may be approved quickly upon completion of the process.

REQUESTED ACTION

3M requests that the City Council authorizes publication of notice in the EQB Monitor that the draft EAW is available for public and agency comments.



ENVIRONMENTAL ASSESSMENT WORKSHEET

Note to preparers: This form and EAW Guidelines are available at the Environmental Quality Board's website at: <http://www.eqb.state.mn.us/EnvRevGuidanceDocuments.htm>. The Environmental Assessment Worksheet provides information about a project that may have the potential for significant environmental effects. The EAW is prepared by the Responsible Governmental Unit or its agents to determine whether an Environmental Impact Statement should be prepared. The project proposer must supply any reasonably accessible data for — but should not complete — the final worksheet. The complete question as well as the answer must be included if the EAW is prepared electronically.

Note to reviewers: Comments must be submitted to the RGU during the 30-day comment period following notice of the EAW in the *EQB Monitor*. Comments should address the accuracy and completeness of information, potential impacts that warrant further investigation and the need for an EIS.

1. **Project title:** 3M Research and Development Building

2. **Proposer**
 Roger F. Spinner
 Principal Project Engineer
 3M Company
 3M Center, Building 0216-03-S-18
 Saint Paul, MN 55144-1000
 (651) 736-9838
 (651) 733-6037
 rfspinner@mmm.com

3. **RGU**
 Tom Ekstrand
 Senior Planner
 City of Maplewood
 1830 County Road B East
 Maplewood, MN 55109
 (651) 249-2302
 (651) 249-2319
 tom.ekstrand@ci.maplewood.mn.us

4. **Reason for EAW preparation** (check one)
 EIS scoping Mandatory EAW Citizen petition RGU discretion Proposer volunteered

If EAW or EIS is mandatory give EQB rule category subpart number and subpart name:

Response: Minnesota Rules 4410.4300, subpart 14(B) EAW Mandatory for construction of a new or expansion of an existing industrial, commercial or institutional facility other than a warehousing or light industrial facility, equal to or in excess of 300,000 square feet in a city of the second class. This project is anticipated to be a research and development building of approximately 400,000 square feet in Maplewood, a city of the second class.

5. **Project location** County : Ramsey City/Township: Maplewood
 Section : Township 28N; Range 22W: Section 36

GPS Coordinates: N 44 57.425092 W 93 0.223846

Tax Parcel Number: 632922240002

Attach each of the following to the EAW:

- County map showing the general location of the project:
Figure 1 – Project Location Map--Attached
- U.S. Geological Survey 7.5 minute, 1:24,000 scale map indicating project boundaries (photocopy acceptable):
Figure 2 – Project Boundary Map--Attached
- Site plan showing all significant project and natural features.
Figure 3 – Site Plan--Attached

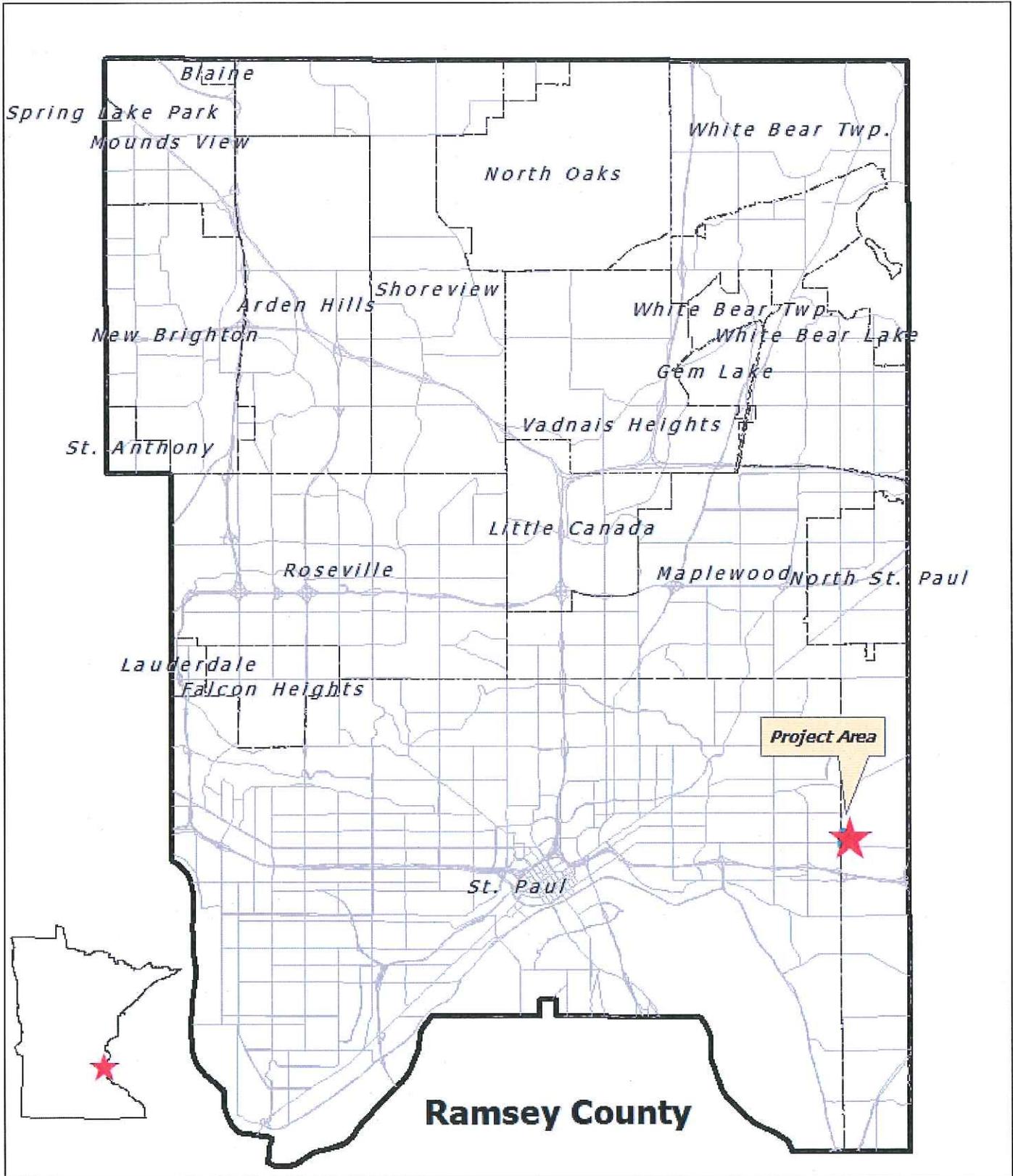


Figure 1. Project Location Map

0 0.5 1 2 Miles



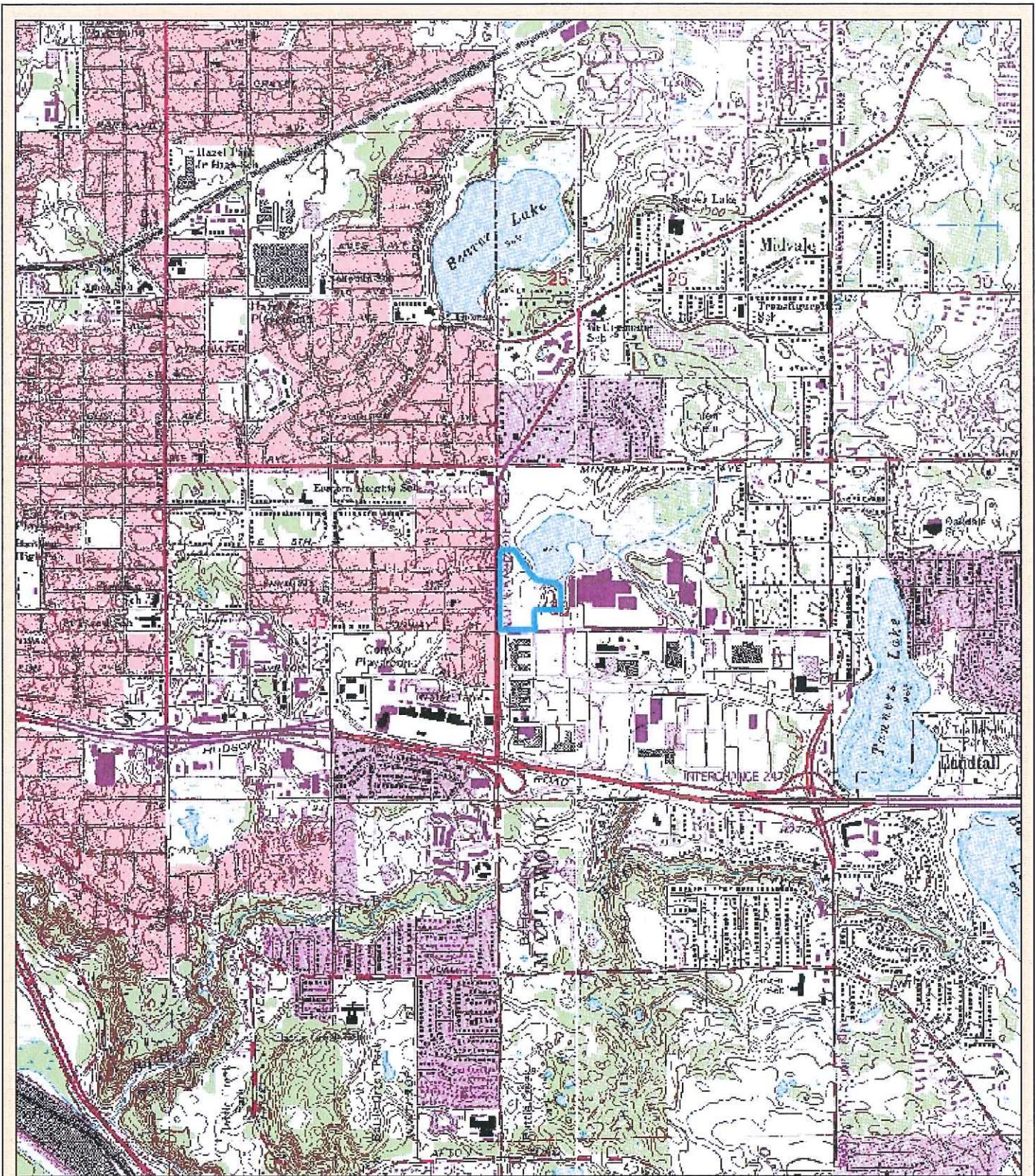


Figure 2. Project Boundary Map

USGS 7.5 Minute Topographic Map

 Project Location

0 750 1,500 3,000 Feet

1:24,000



TKDA

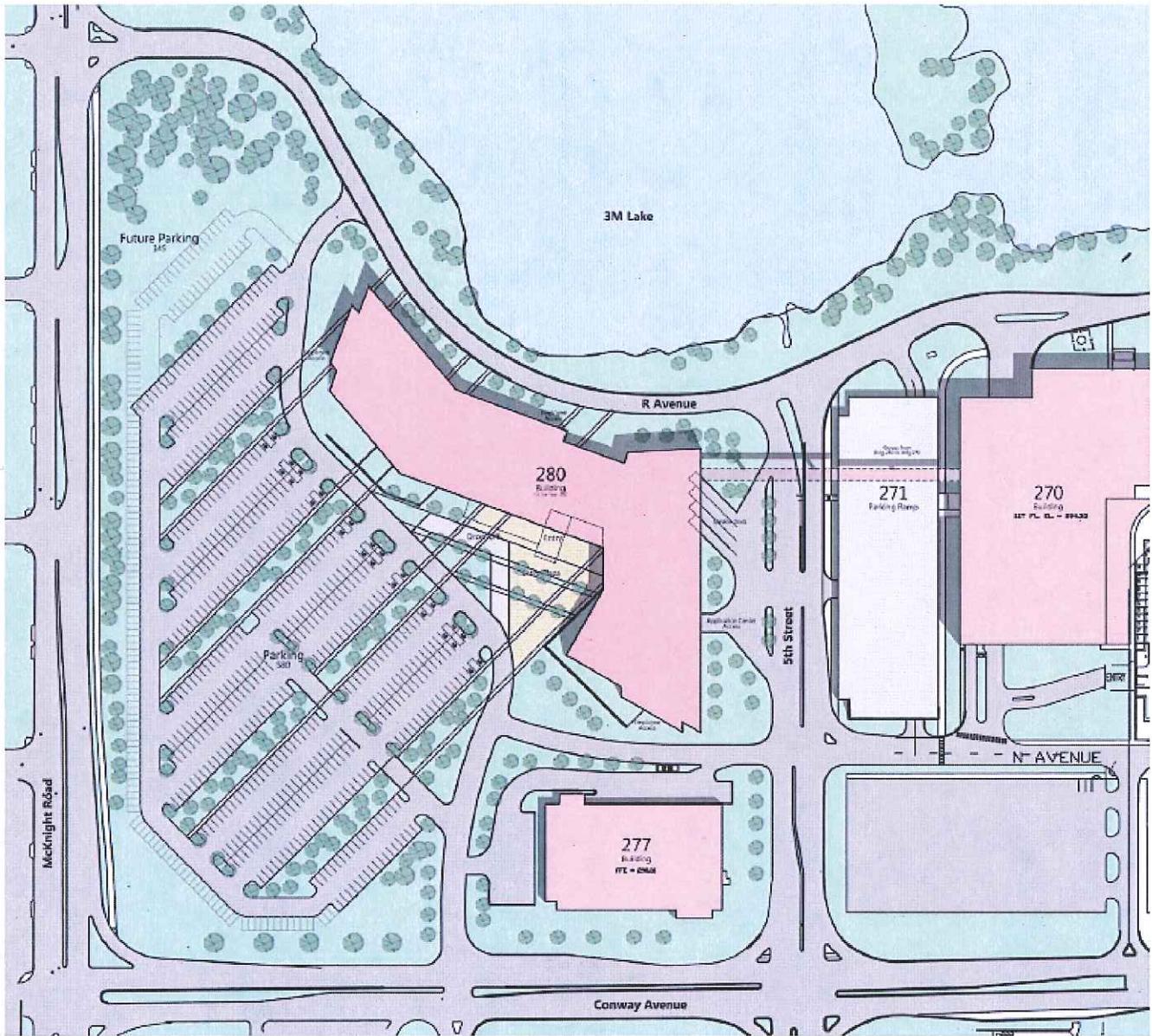


FIGURE 3. 3M RESEARCH AND DEVELOPMENT BUILDING SITE PLAN

6. **Description**

- a. Provide a project summary of 50 words or less to be published in the *EQB Monitor*.

Response: 3M Company is proposing to build a new research and development building on its Maplewood campus. The building will be located on a vacant site at McKnight Road and Conway Avenue. The project will include 400,000 square feet of lab and research space and 725 parking spaces.

- b. Give a complete description of the proposed project and related new construction. Attach additional sheets as necessary. Emphasize construction, operation methods and features that will cause physical manipulation of the environment or will produce wastes. Include modifications to existing equipment or industrial processes and significant demolition, removal or remodeling of existing structures. Indicate the timing and duration of construction activities.

Response: The proposed research and development building will be constructed on an existing site with no existing buildings. The site is relatively flat and includes an existing parking lot that will be removed to allow construction of the Research and Development Building. Construction will include clearing the parking lot and existing vegetation, and excavation for construction of the proposed building. The site will be graded to accommodate the building, parking lot and proposed storm water facilities, and to maintain positive drainage from the new building.

No demolition, removal or remodeling of existing structures will be included in the construction activities. All construction activities will occur on the 17-acre site shown on Figures 2 and 3.

The project will be constructed during 2013-2015.

- c. Explain the project purpose; if the project will be carried out by a governmental unit, explain the need for the project and identify its beneficiaries.

Response: 3M Company needs to expand its research and development facilities on its main corporate campus in Maplewood. Approximately 1,000 employees will be housed in the new building. Nearly all of the employees will be transferring to the new building from other buildings on the campus. The project will provide new office and lab space and parking facilities for the 3M employees.

- d. Are future stages of this development including development on any other property planned or likely to happen? Yes No

If yes, briefly describe future stages, relationship to present project, timeline and plans for environmental review.

- e. Is this project a subsequent stage of an earlier project? Yes No

If yes, briefly describe the past development, timeline and any past environmental review.

7. **Project magnitude data**

Total project acreage: 17 Acres

Number of residential units: unattached N/A attached N/A

Commercial, industrial or institutional building area (gross floor space): total square feet:

Approximately 400,000 total square feet

Indicate areas of specific uses (in square feet):

Office /R&D: Approximately 400,000 square feet

Manufacturing

Retail

Other industrial

Warehouse

Institutional

Light industrial

Agricultural

Other commercial (specify)

Building height: 4 stories.

If over 2 stories, compare to heights of nearby buildings:

Response: The new Research and Development Building is planned to be 4 stories in height. Many of the existing buildings throughout the 3M campus are 3-4 stories in height. Buildings 207 and 209, immediately to the south of the proposed Research and Development Building are 2 and 3 stories in height, respectively. The tallest building on the campus is 15 stories in height.

8. **Permits and approvals required.** List all known local, state and federal permits, approvals and financial assistance for the project. Include modifications of any existing permits, governmental review of plans and all direct and indirect forms of public financial assistance including bond guarantees, Tax Increment Financing and infrastructure. *All of these final decisions are prohibited until all appropriate environmental review has been completed. See Minnesota Rules, Chapter 4410.3100.*

Table 1. Permits and Approvals Required

Unit of Government	Type of Application	Status
State		
Minnesota Pollution Control Agency	National Pollutant Discharge Elimination System Construction Stormwater Permit	To be applied for
	Section 401 Water Quality Certification	To be applied for (if needed)
Minnesota Board of Water and Soil Resources	Wetland Conservation Act – Wetland Replacement Plan	Approval to be requested
Mn/DOT	Signal Justification Report or Intersection Control Evaluation	Approval to be requested
Local		
Ramsey Washington Metro Waterhsed District	Permit for Construction	To be applied for
	Wetland Conservation Act – Wetland Replacement Plan	Approval to be requested
Ramsey County	Traffic signalization	Approval to be

		requested
City of Maplewood	Building Permit Community Design Review Approval Shoreland Buffer Variance Potential street vacation	Approval to be requested

9. **Land use.** Describe current and recent past land use and development on the site and on adjacent lands. Discuss project compatibility with adjacent and nearby land uses. Indicate whether any potential conflicts involve environmental matters. Identify any potential environmental hazards due to past site uses, such as soil contamination or abandoned storage tanks, or proximity to nearby hazardous liquid or gas pipelines.

Response: Land Use

The site is located on the 3M Campus, near the corner of McKnight Road and Conway Avenue East, in the City of Maplewood. The entire 3M Campus is identified as an area of Industrial land use on the existing and future land use maps included in the City’s 2030 Comprehensive Plan. Land use to the west of the site, across McKnight Road North, is existing single-family residential use, located within the City of St. Paul. Land uses around the 3M campus include a mixture of commercial, residential, institutional and park uses.

The project site is surrounded by other developed portions of the 3M campus. The project is compatible with and similar to existing uses on the 3M Campus. McKnight Road separates the site from the residential areas to the west. The surrounding uses and 3M Campus have co-existed in this location for decades. Traffic to and from the new building will utilize McKnight Road North, Interstate 94, and roadways within the 3M Campus, and will not travel through the single family neighborhoods. Stormwater will be managed within the campus or using existing infrastructure. This analysis identified no new impacts to surrounding neighborhoods as a result of construction of the new Research and Development Building and associated parking.

The City indicated that several land-use permits and approvals may be needed for the project, based on the Concept Site Plan (Figure 3). The building design may change as the concept is developed further. The Concept Site Plan shows the maximum proposed building and parking lot size, to identify the maximum potential impacts for this analysis. The need for the variances and other zoning permits will be determined based on the final project plans. The building may require the following land use permits and approvals:

- Project review and approval by the Community Design Review Board
- Shoreland buffer variance (discussed under Item 14, below)
- Parking waiver. The code requires one parking space for each 200 square feet of floor area. The concept plan shows approximately 400,000 square feet, which would require 2060 parking spaces. The concept plan shows 725 spaces.

Response: Potential Environmental Hazards/Contaminated Sites

An environmental records search conducted by Environmental Data Resources (EDR), June 13, 2011, Minnesota Pollution Control Agency (MPCA) data and data and maps from the *Ramsey County Groundwater Protection Plan--2009* were used to assess potential environmental hazards near the project site due to past land uses.

The EDR report was used to assess the presence of registered underground and aboveground storage tanks, hazardous waste generators currently operating in the area, past spills, and the presence of any pipelines. The report identified sites within a half-mile, one-mile, two-mile, and four-mile radius as measured from the center point of the project area, and searched available government records that identify any past hazard or contamination.

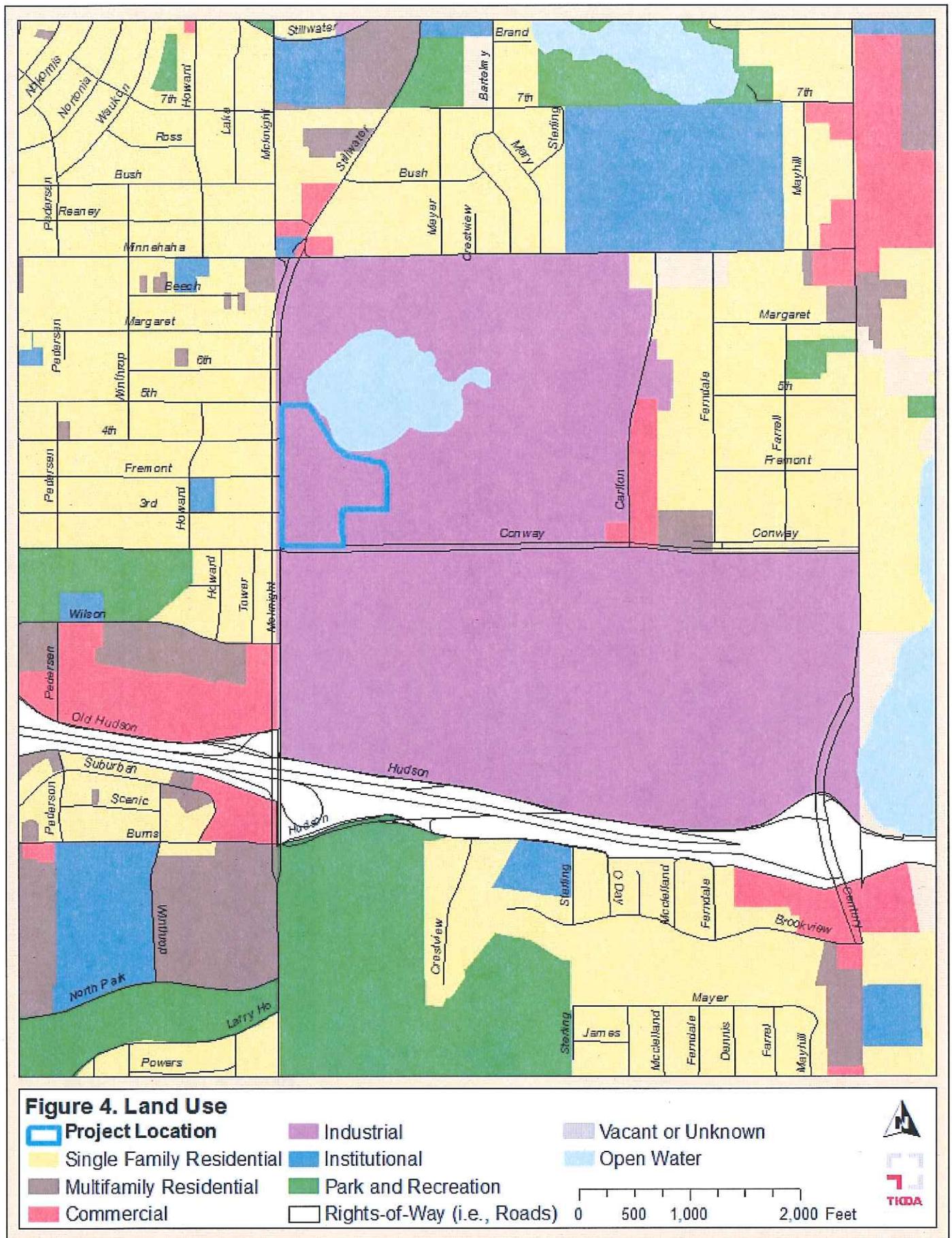
The EDR report indicated that the project site was not listed as a location of hazardous materials, spills or pipelines in any of the databases searched. No mapped sites were found in EDR's search of available government records either on the target property or within the search radius around the target property.

The EDR report identified six Leaking Underground Storage Tank (LUST) incident reports approximately ½ mile from the site, and one Leaking Aboveground Storage Tank (LAST) approximately ½ mile from the site. One of the six LUST sites was a 3M tank that has been remediated; the other five LUST sites and the LAST site are not 3M sites. The MPCA "What's in my neighborhood?" data base identified approximately 18 sites with records of air quality concerns, hazardous wastes, remediation, solid waste, and tanks and leaks, all .4 miles or further from the project site.

The sites identified in the EDR and MPCA records search are listed in the EDR report Executive Summary included in the Attachments. The Executive Summary also includes maps indicating that none of the site are on the site proposed for the Research and Development building.

The *Ramsey County Groundwater Protection Plan—2009* indicates that the western edge of the 3M Perfluorochemicals (PFC) groundwater plume exists approximately ½ mile to the east of the project site. The plume extends to the north and east, and does not include the project site.

The project will not involve disturbing soils or sites outside the project site. Therefore, there are no potential environmental hazards or contaminated sites that will be disturbed or could be impacted by the proposed project.



10. **Cover types.** Estimate the acreage of the site with each of the following cover types before and after development:

	Before	After
Types 1-8 wetlands	0	0
Wooded/forest	0	0
Impervious surfaces	4.0 acres	9.1 acres
Brush/Grassland	12.8 acres	0 acres
Lawn/landscaping	0	7.7 acres
Stormwater Pond	0	
Cropland	0	
Other (describe)	0	
TOTAL	16.8 acres	16.8 acres

If **Before** and **After** totals are not equal, explain why: N/A

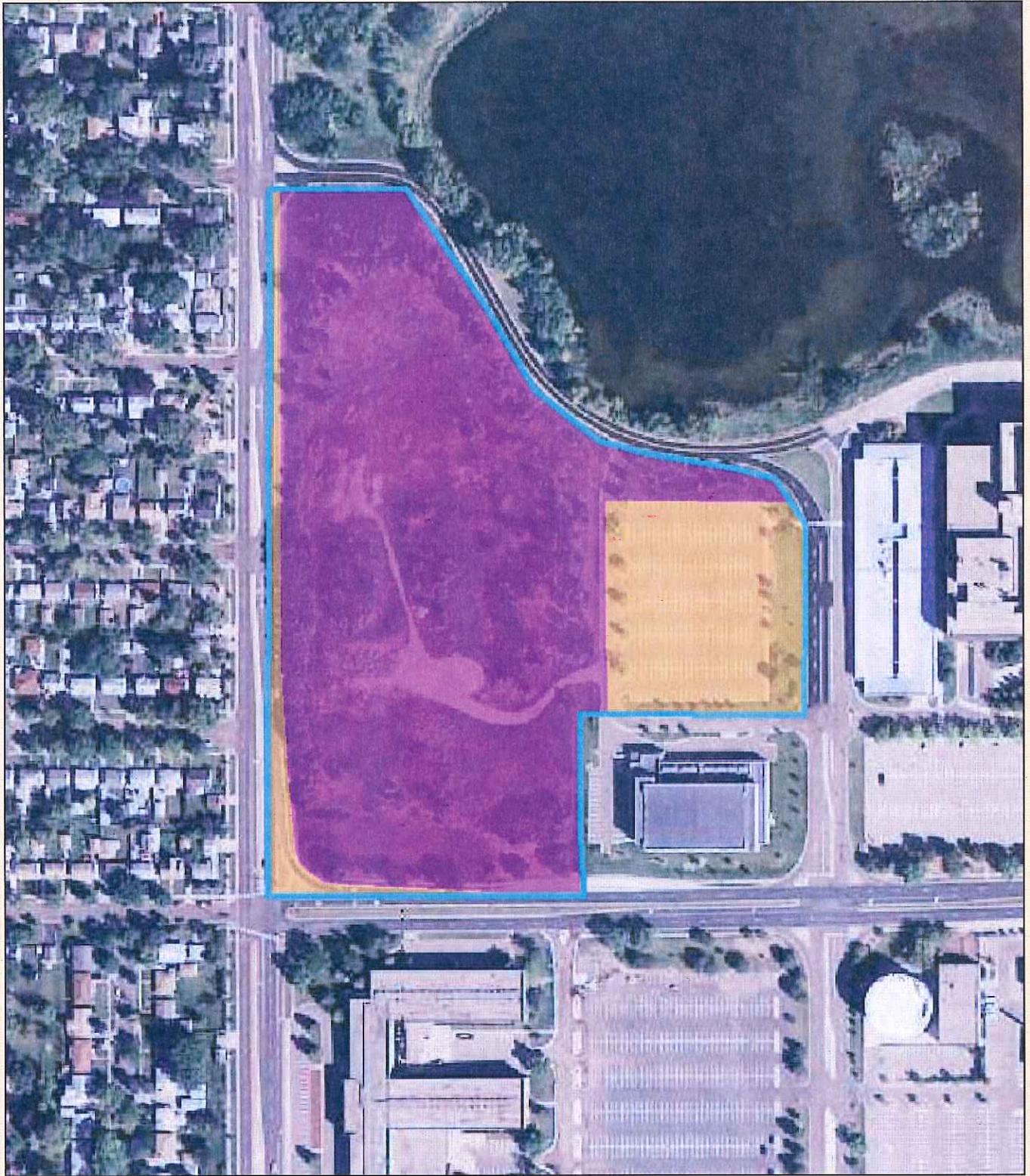


Figure 5. Land Cover

0 125 250 500 Feet

-  Project Location
- Land Cover**
-  Impervious Surfaces
-  Brush/Grassland



11. **Fish, wildlife and ecologically sensitive resources**

- a. Identify fish and wildlife resources and habitats on or near the site and describe how they would be affected by the project. Describe any measures to be taken to minimize or avoid impacts.

Response: Fish, Wildlife, and Ecologically Sensitive Resources Analysis

There are no federally-protected or endangered species in the project area. Fish and wildlife species are likely to include those species common to low-density urban development, such as rabbits, mice and other common rodents, geese, ducks, raptors, songbirds, a variety of other common bird species, and small reptiles and amphibians. The site will be disturbed during construction, but adjacent wetlands and undeveloped areas will provide habitat that these species can easily access. Seasonal activities such as nesting, migration, or hibernation may be disrupted depending on the construction season.

An oak woodland with large trees exists at the north end of the project site. The woodland is outside the disturbed area identified for the project (the woodland area is shown north of the proposed parking areas on Figure 3). The portion of the site that will be disturbed includes non-native grasslands and tree species that are typical of disturbed areas. 3M will complete a tree inventory on the site and comply with the City's tree replacement requirements.

One DNR public water exists north of the project limits: 62-17P, 3M Lake. A portion of the storm water runoff from the project will drain to the lake, but will be treated prior to discharging into the wetlands. Potential impacts and storm water management to avoid and minimize impacts are discussed in detail under Item 17: Surface Water Runoff.

The NPDES permit and Ramsey-Washington Metro Watershed District permit required for storm water treatment and erosion control methods will be implemented to minimize and manage surface water runoff and erosion prior to discharge into nearby water bodies.

No MnDNR Wildlife Management Areas, State Natural Areas, USFWS National Wildlife Refuges, Waterfowl Production Areas, or other publicly managed wildlife habitats are within or adjacent to the project limits.

- b. Are any state-listed (endangered, threatened or special concern) species, rare plant communities or other sensitive ecological resources on or near the site? Yes No
If yes, describe the resource and how it would be affected by the project. Describe any measures that will be taken to minimize or avoid adverse impacts. Provide the Division of Ecological Resources contact number (**ERDB 20110555**) from which the data were obtained and attach the response letter from the DNR Division of Ecological Resources. (Located in the Attachments.) Indicate if any additional survey work has been conducted within the site and describe the results.

Response: Rare and Endangered Species Analysis

The Minnesota Natural Heritage Information System reported Blanding's turtles (*Emydoidea blandingii*), a state-listed threatened species have been report in the vicinity of the project area.

3M and its contractors will follow the recommendations for avoiding and minimizing impacts to Blanding's Turtle, as provided by the DNR's fact sheet (List 1), during and after construction. The DNR's Blanding's Turtle flyer will be utilized to inform workers that the turtle may be encountered in the area. The items included in List 1 include the following:

- Provide the DNR flyer including an illustration of a Blanding's turtle to all contractors working in the area. (No homeowners are located in the construction area.)
- If Blanding's turtles are seen in the project area, they will be moved by hand if in danger from construction activities. Turtles not in danger will be left undisturbed.
- Blanding's turtles nests will not be disturbed.
- Silt fencing will be used around the construction area, and will be removed after the area has been revegetated.
- Temporary wetlands are not located within the project area and will not be impacted by the project.
- 3M will manage stormwater runoff and erosion and sedimentation from the project to avoid wetland impacts. 3M will obtain the required NPDES stormwater permits and watershed district permits for this project
- The project does not include roadway construction or major utility construction, so those items for avoiding and minimizing impacts are not applicable.
- Existing native vegetation around wetlands near the site will be maintained.

12. **Physical impacts on water resources.** Will the project involve the physical or hydrologic alteration — dredging, filling, stream diversion, outfall structure, diking, and impoundment — of any surface waters such as a lake, pond, wetland, stream or drainage ditch? X Yes No

If yes, identify water resource affected and give the DNR Public Waters Inventory number(s) if the water resources affected are on the PWI: **62-17P, 3M Lake**. Describe alternatives considered and proposed mitigation measures to minimize impacts.

Response: 3M Lake will be the receiving water body for stormwater runoff that is generated by the developed site. The additional impervious surfaces on the site will result in an increase in stormwater runoff volume over current conditions.

Hydrologic changes to 3M Lake will be minimized by compliance with the City of Maplewood and Ramsey Washington Metro Watershed District permit requirements. Discussions with the City and Watershed District have emphasized using a variety of filtration and/or infiltration methods to manage stormwater on the site and minimize impacts to downstream water bodies. Stormwater management is likely to include bioretention swales, underground storage and infiltration, and incorporation of pervious pavers in parking lot design or similar measures to filter and infiltrate stormwater to meet the City and Watershed District requirements. An alternative to a physical

alteration of the wetland and buffer from the project's stormwater measure discharge may be the use of the existing storm sewer infrastructure previously installed for the site's future development. The City requires a 50-foot wetland buffer around 3M Lake. However, City staff noted that the project will not impact the required buffer because the wetland is on the opposite side of 3M Center Road from the project site (Figure 6).



Figure 6. Public Waters and Wetlands

Source: City of Maplewood

13. **Water use.** Will the project involve installation or abandonment of any water wells, connection to or changes in any public water supply or appropriation of any ground or surface water (including dewatering)? Yes No

If yes, as applicable, give location and purpose of any new wells; public supply affected, changes to be made, and water quantities to be used; the source, duration, quantity and purpose of any appropriations; and unique well numbers and DNR appropriation permit numbers, if known. Identify any existing and new wells on the site map. If there are no wells known on site, explain methodology used to determine.

Response: Based on the review of Minnesota Health Department data and maps, there are no known water wells on the site that are currently in use.

There is an existing groundwater monitoring well on the site. Use of the well was discontinued in 2009. The well will be abandoned as part of the Research and Development Building project in compliance with Minnesota Department of Health regulations.

There are also some existing steel pipes on the site that are the remnants of a pile test cap program conducted in 1979. The pipes are of varying sizes and depths, and were used to determine the most economical foundation for the proposed Research and Development Building. The test pipes will be removed to the bottom of the excavation for the new building and will be abandoned by the project's geotechnical firm per Department of Health regulations.

14. **Water-related land use management district.** Does any part of the project involve a shoreland zoning district, a delineated 100-year flood plain, or a state or federally designated wild or scenic river land use district? Yes No

If yes, identify the district and discuss project compatibility with district land use restrictions.

Response: The project is within the shoreland zone of 3M Lake. The location of the proposed building will require a shoreland buffer variance for land coverage. The City's code limits land coverage to 50% on lands within the 3M Lake Shoreland area, or up to 70 % coverage with approved bonuses for best management practices (BMP's) for stormwater management. The proposed coverage is estimated to be 62% based on the Concept Plan shown on Figure 3. 3M will discuss potential stormwater BMP's with the City that could qualify as bonuses to meet the maximum 70% coverage requirement as the stormwater management plan is developed for the site.

The project is not within a floodplain zone.

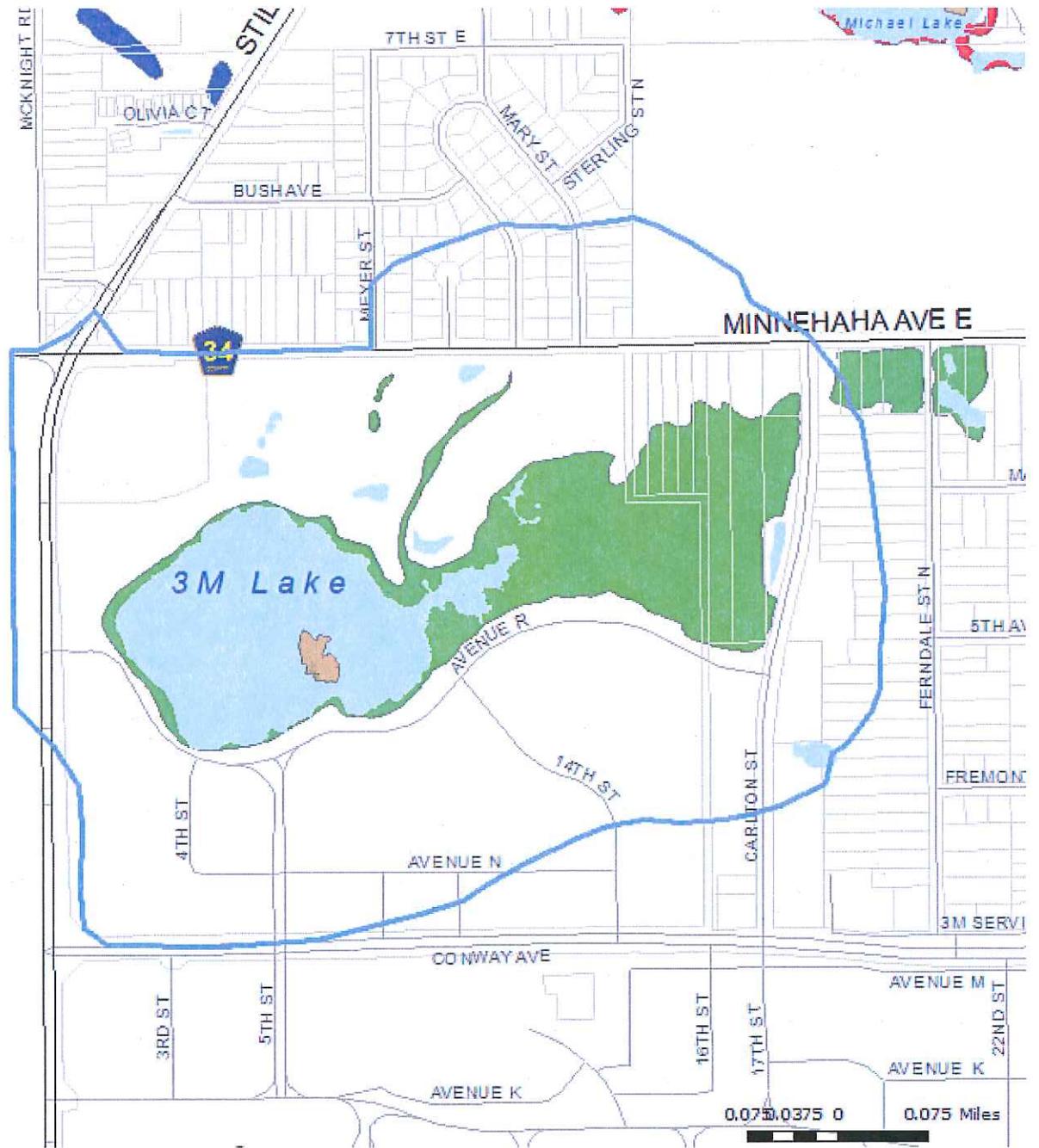


Figure 7. Shoreland District
 Source: City of Maplewood

15. **Water surface use.** Will the project change the number or type of watercraft on any water body?
 Yes X No

If yes, indicate the current and projected watercraft usage and discuss any potential overcrowding or conflicts with other uses.

16. **Erosion and sedimentation.** Give the acreage to be graded or excavated and the cubic yards of soil to be moved:

Acres: 15 acres ; cubic yards: 60,000 cubic yards of soil to be removed. Describe any steep slopes or highly erodible soils and identify them on the site map. Describe any erosion and sedimentation control measures to be used during and after project construction.

Response: The project will disturb approximately 15 acres of land. There are no steep slopes or highly erodible soils on the site.

A portion of the disturbed area is paved parking and roadways, but the majority of the disturbed area is non-native grassland and woodland. The area has historically been graded and foundations constructed for an anticipated building construction, then subsequently abandoned, covered and overfilled with 30 years of excess site soils and seasonal snow stockpiles. The project will grade the proposed building and parking footprint to proposed elevations and the disturbed areas will be restored consistent with the project's paving and landscaping plans.

The project will require a NPDES General Construction Permit for construction activity since the project will disturb more than one acre of land. This permit will require temporary and permanent erosion and sediment control measures to reduce erosion and minimize sediment transport during and after construction. A Stormwater Pollution Prevention Plan (SWPPP) is required as part of the permit. The SWPPP will address best management practices for the project construction from mobilization through final stabilization.

Geotechnical Borings performed in 2012, at and adjacent to the project site indicate 10'–15' of fill over mostly granular alluvium, including layers of lean clay alluvium and clayey sand fill. The grading of the site's erodible material and the proximity to the protected water will require enhanced and redundant erosion and sediment control methods, which will be included in the SWPPP.

17. Water quality: surface water runoff

- a. Compare the quantity and quality of site runoff before and after the project. Describe permanent controls to manage or treat runoff. Describe any stormwater pollution prevention plans.

Response: The project will increase the stormwater runoff volume to the receiving water bodies, 3M Lake and Battle Creek. Temporary erosion and sediment control measures will be employed to control erosion and mitigate sediment transport, consistent with the City's, Watershed District's and NPDES requirements and permit conditions. A Stormwater Pollution Prevention Plan

(SWPPP) is required as a condition of the NPDES permit and will be prepared to address erosion and sediment control and restoration through construction.

Permanent stormwater management measures, including infiltration and filtration will be designed to minimize the increase in runoff volume to 3M Lake as well as detention facilities designed to maintain the pre-project discharge rate to the lake. Discussions with the City and Ramsey Washington Metro Watershed District regarding the development of the site have included incorporation of filtration and infiltration practices such as bioretention swales, underground storage, and porous pavements to manage stormwater runoff from the site.

With the incorporation of the proposed filtration and infiltration practices and BMP's to meet City and Watershed District requirements, post-development runoff water quality should be comparable to the present, with the elimination of an existing snow storage area and inherent heavy concentrations of road salt and creation of the additional paved parking lots.

- b. Identify routes and receiving water bodies for runoff from the site; include major downstream water bodies as well as the immediate receiving waters. Estimate impact runoff on the quality of receiving waters.

Response: Stormwater runoff from the project area is directed to 3M Lake via a piped discharge under the existing site road, as shown on Figure 8. The proposed stormwater runoff system is shown on Figure 9. Discharge from 3M Lake is over an outlet weir to a large diameter storm sewer, collecting most of the campus runoff and conveying it to Battle Creek and then to the Mississippi River.

Impacts to the lake, the storm sewer, Battle Creek and the Mississippi River should be minimal following the permanent stormwater and volume reduction measures required by permit from the City and Watershed District, but may include extended runoff discharge due to increased runoff volume and a slight increase in discharge salinity due to the added surface parking lots for this particular parcel draining to 3M Lake. Overall, the 3M Lake contributing sub-drainage area is approximately 550 acres and has an approximate volume of 55 acre-feet.

The project disturbed area is approximately 16.2 acres of the 550 total sub-drainage area. The estimated total new impervious and reconstructed existing impervious area is 10.1 acres. The estimated impervious coverage on the site after development is 62% of the site.

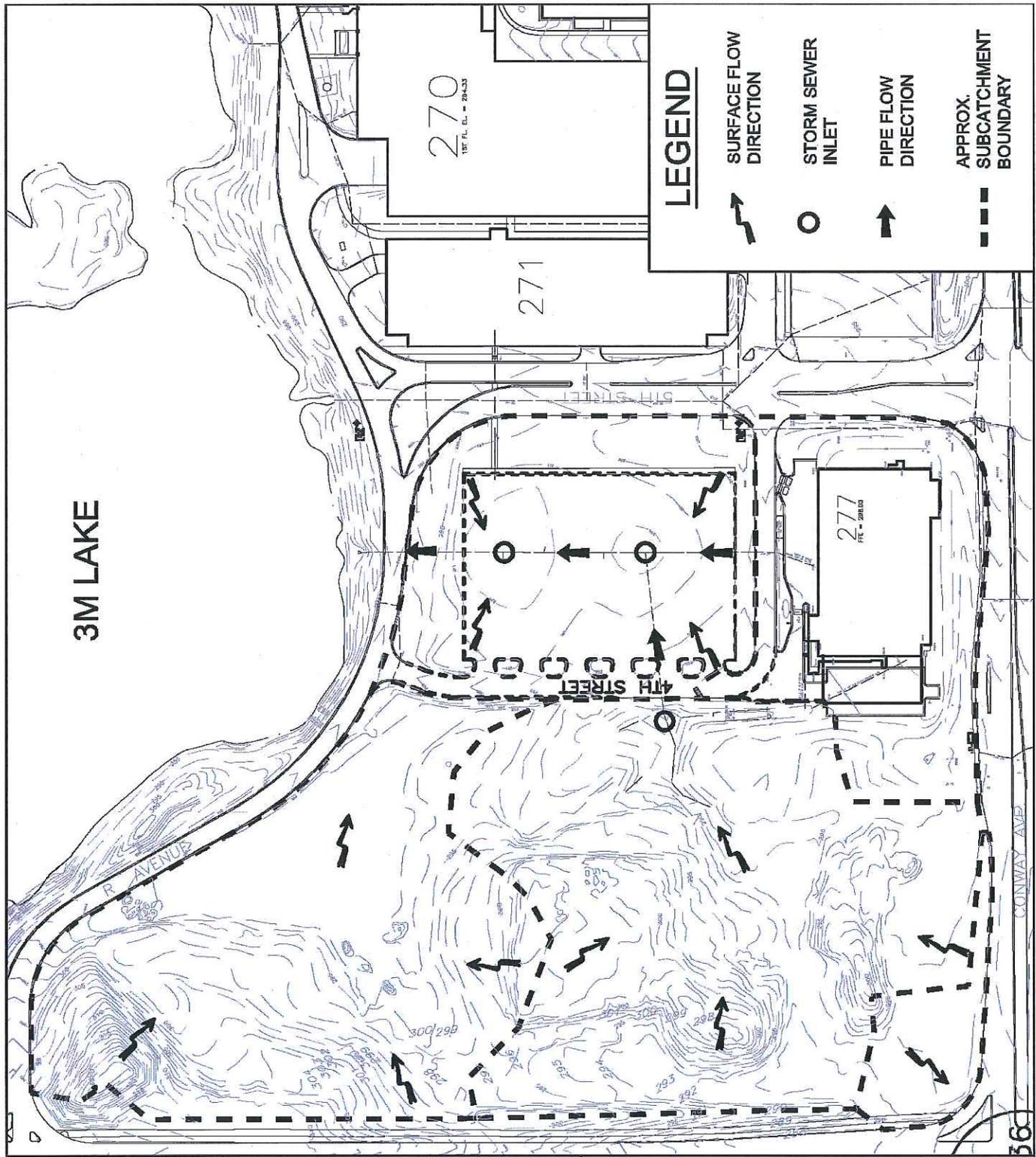


FIGURE 8
3M ENVIRONMENTAL ASSESSMENT
EXISTING STORMWATER



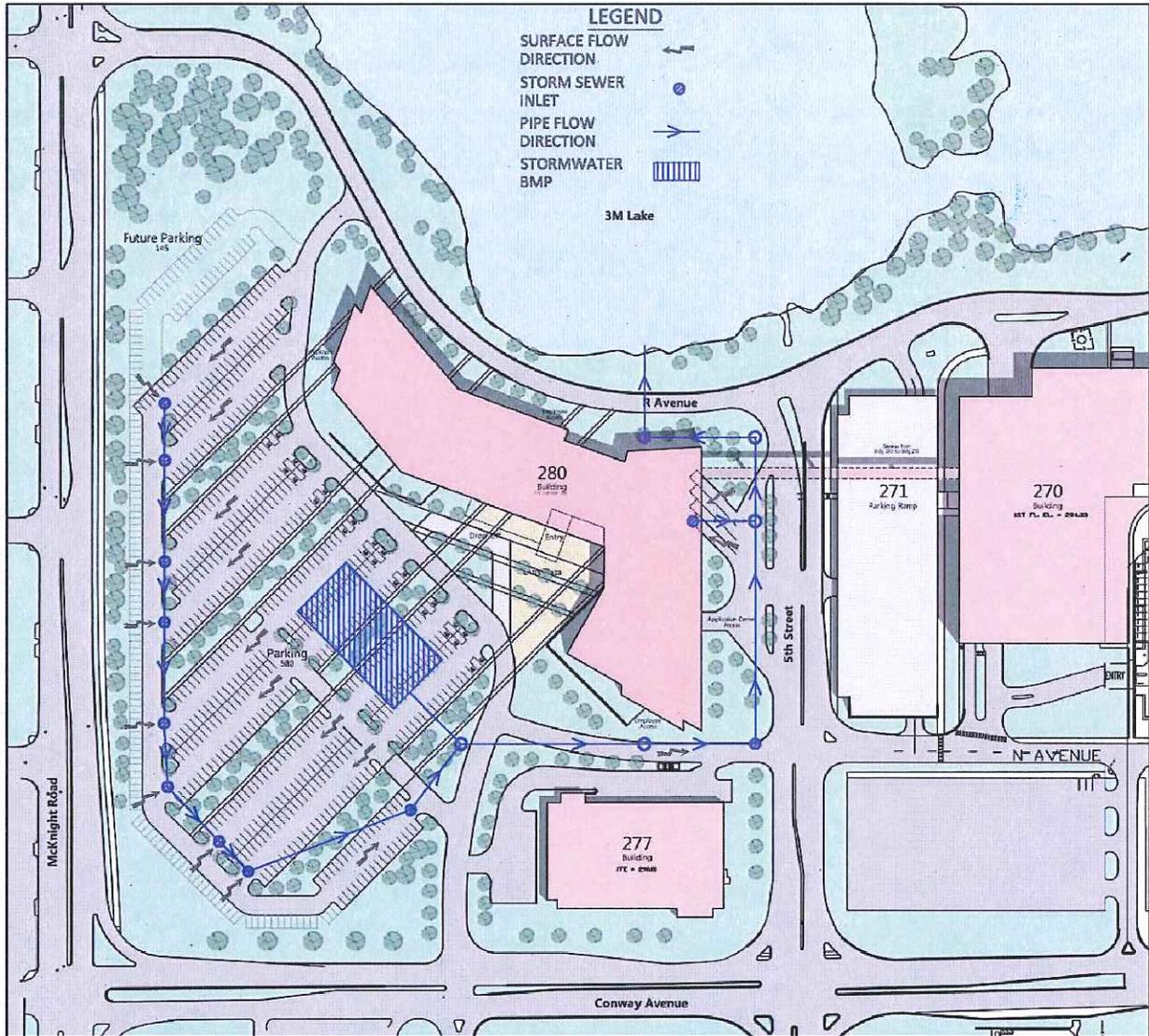


FIGURE 9. PROPOSED STORMWATER

18. **Water quality: wastewaters**

- a. Describe sources, composition and quantities of all sanitary, municipal and industrial wastewater produced or treated at the site.

Response: Wastewater from the project is anticipated to consist of normal domestic sewage, as well as sewage from the laboratory and commercial areas proposed in the building. These compositions are anticipated to be within the restrictions of the Metro WWTP. For uses that anticipate discharging wastewater that does not meet the restrictions of the WWTP, on-site pre-treatment or on-site collection and disposal at alternate treatment facilities would likely be employed.

- b. Describe waste treatment methods or pollution prevention efforts and give estimates of composition after treatment. Identify receiving waters, including major downstream water

bodies (identifying any impaired waters), and estimate the discharge impact on the quality of receiving waters. If the project involves on-site sewage systems, discuss the suitability of site conditions for such systems.

Response: N/A

- c. If wastes will be discharged into a publicly owned treatment facility, identify the facility, describe any pretreatment provisions and discuss the facility's ability to handle the volume and composition of wastes, identifying any improvements necessary.

Response: The sewage will be treated by the Metro WWTP at Pig's Eye Lake in St. Paul. The average daily flow at the Metro WWTP is 203 MGD and a capacity of 251 MGD.

The additional wastewater sewage discharge from the Research and Development Building is likely to be offset by a relocation of current laboratory facilities and existing employees from other campus locations to the new facility. Therefore, there will be no significant changes in the amount of flows directed to the Metro WWTP and any net increase to the flows is well within the WWTP capacity.

19. Geologic hazards and soil conditions

- a. Approximate depth (in feet) to ground water: minimum: 127 ft. average: 134 ft.
to bedrock: minimum: 91 ft. average: 95 ft.
Describe any of the following geologic site hazards to ground water and also identify them on the site map: sinkholes, shallow limestone formations or karst conditions. Describe measures to avoid or minimize environmental problems due to any of these hazards.

No geologic site hazards are identified on the site, based on review of the *Ramsey County Groundwater Protection Plan—2009*. The uppermost bedrock layer in the area is Platteville Limestone at more than 90 feet below the surface. There are no known or mapped sinkholes or karst conditions on the site or in the immediate area.

- b. Describe the soils on the site, giving NRCS (SCS) classifications, if known. Discuss soil texture and potential for groundwater contamination from wastes or chemicals spread or spilled onto the soils. Discuss any mitigation measures to prevent such contamination.

Response: The Ramsey County Soil Survey indicates that the soils on the site are classified as #1027—Udorthents, wet substratum. These soils are heterogenous, earthy fill materials that have been placed on poorly drained mineral or organic soils. The Survey indicates that the soils are suitable sites for buildings, roads, recreation areas and similar uses. Permeability of the soils is variable. Potential for contamination from wastes or chemicals is moderate.

All research activities on the site will occur within the site buildings. Laboratory wastes will be handled through on site pre-treatment or on-site collection and disposal at alternate treatment facilities. Any fertilizers or chemicals used on landscaped areas will be managed according to manufacturer's directions, and will not be stored on this site.

20. **Solid wastes, hazardous wastes, storage tanks**

- a. Describe types, amounts and compositions of solid or hazardous wastes, including solid animal manure, sludge and ash, produced during construction and operation. Identify method and location of disposal. For projects generating municipal solid waste, indicate if there is a source separation plan; describe how the project will be modified for recycling. If hazardous waste is generated, indicate if there is a hazardous waste minimization plan and routine hazardous waste reduction assessments.

Response: Some solid waste will be generated during construction activities on the site. 3M will use a licensed waste hauler to remove and recycle construction debris from the construction site per 3M policies. Research and development activities in the new building will use some solvents and potentially-toxic materials. 3M will manage and dispose of those materials in compliance with its MPCA-approved permit.

- b. Identify any toxic or hazardous materials to be used or present at the site and identify measures to be used to prevent them from contaminating groundwater. If the use of toxic or hazardous materials will lead to a regulated waste, discharge or emission, discuss any alternatives considered to minimize or eliminate the waste, discharge or emission.

Response: Research and development activities in the new building will use some solvents and potentially-toxic materials. 3M will store and manage the materials used at the site in compliance with its approved permits from Ramsey County and the MPCA.

The plans for the new Research and Development Building involve the relocation and consolidation of existing research employees and functions from two existing buildings into the single new building. 3M does not expect any significant change in the types of hazardous waste generated at the new building or the overall volume of those wastes, compared to what is currently generated elsewhere on the 3M campus by the people who will relocate to the new building.

3M provides an annual hazardous waste report to Ramsey County. Every second year 3M also provides a similar report to the MPCA. These reports provide hazardous waste summaries by waste classification and by volume for 3M Center. Hazardous wastes generated at the new building will be included in those reports when the building becomes operation.

Each year, Ramsey County issues a hazardous waste generator license to 3M. This license will include the operations at the new building, when it becomes operation.

Ramsey County conducts an annual inspection of the 3M hazardous waste program throughout the 3M Center. The new building will be included in the annual inspection, to ensure compliance with requirements. 3M expects that Ramsey County inspection officials will inspect the new building as part of their annual inspection process.

3M actively manages the generation, labeling, containerizing, transportation and disposal of

hazardous waste from 3M Center for compliance with county, state and federal requirements, and will do so at the new building as well.

- c. Indicate the number, location, size and use of any above or below ground tanks to store petroleum products or other materials, except water. Describe any emergency response containment plans.

Response: 3M will not install any underground tanks to store petroleum or other hazardous materials. The new building will house an above ground liquid nitrogen tank. 3M will comply with all MPCA requirements for the above-ground tank.

21. **Traffic.** Parking spaces added: 725

Existing spaces (if project involves expansion): N/A—existing parking area on the site will be removed to allow for construction of proposed Research and Development Building.

Estimated total average daily traffic generated: 3,765 Vehicles - The proposed development will not represent an increase in traffic volumes in the surrounding area. Instead, internal traffic already traveling to and from the 3M campus will be redirected to the new building.

Estimated maximum peak hour traffic generated and time of occurrence:

7:15-8:15 a.m. 580 vehicles - The proposed development will not represent an increase in traffic volumes in the surrounding area. Instead, internal traffic already traveling to and from the 3M campus will be redirected to the new building.

Indicate source of trip generation rates used in the estimates: ITE Trip Generation 9th Edition – General Office Building (710)

If the peak hour traffic generated exceeds 250 vehicles or the total daily trips exceeds 2,500, a traffic impact study must be prepared as part of the EAW. Using the format and procedures described in the Mn/DOT Access Management Manual

<http://www.dot.state.mn.us/accessmanagement/pdfchapters/chapter5.pdf>) or a similar local guidance, provide an estimate of the impact on traffic congestion on affected roads and describe any traffic improvements necessary. The analysis must discuss the project's impact on the regional transportation system.

Response:

Regional Transportation System Impact

3M will be relocating staff from other existing buildings on its campus to the new Research and Development Building. Therefore, the proposed building will not represent an increase in traffic volumes in the surrounding area. Instead, internal traffic already traveling to and from the 3M campus will be redirected to the new building. As such, there is no net increase in traffic on the regional transportation system. As traffic is anticipated to remain the same with or without the proposed development, there will be no impact to the regional transportation system.

Existing Conditions

The proposed development is surrounded by four roadways, McKnight Road, Conway Avenue, 5th Street, and 3M Center Road. The current roadway characteristics are as follows:

- McKnight Road: north-south 4 lane divided, minor arterial, posted speed is 40 mph

- Conway Avenue: east-west 4 lane divided, major collector, posted speed is 40 mph
- 5th Street: north-south 4 lane divided, local roadway
- 3M Center Road: east-west 2 lane undivided, local roadway

Figure 10 shows the existing geometry and approach lanes at the study intersections. (Figures 10 through 13 are included in the Attachments.)

Traffic counts were collected on June 22, 2011, via video technology. The turning movements at each study intersection were recorded for 13 hours from 6:00 a.m. to 7:00 p.m. These turning movement volumes show that the peak hours for the area are 7:15 to 8:15 a.m. and 4:30 to 5:30 p.m. Figure 10 also shows the peak hour turning movement volumes for each study intersection.

Existing Traffic Operations

An intersection capacity analysis was performed for the existing intersections using the Synchro/SimTraffic software package. This software provides level of service (LOS), delay, and vehicle queues as measures of effectiveness. LOS is a qualitative measurement presented in terms of LOS A through F. LOS A represents the best operations with little to no delay, while LOS F represents the worst operations with excessive congestion. Generally, an intersection LOS D is considered acceptable by most agencies. Delay and LOS are directly related, although it should be noted that the relationship is different depending upon whether the intersection is signalized or unsignalized. In general, the public tolerates longer delays at signalized intersections resulting in a better LOS compared with a similar delay at an unsignalized intersection. Queuing, or vehicle stacking, is important in determining if turn lanes are an acceptable length and for determining potential impacts on adjacent intersections.

Table 1 shows the overall LOS and delay results for the peak hours at each study intersection.

Table 1: LOS and Delay Results – Existing

Intersection Peak Period	Type of Control	Worst Intersection Approach			Total Intersection	
		Direction	LOS	Delay	LOS	Delay
McKnight and E. 5th/3M Center AM Peak Hour PM Peak Hour	Side-Street Stop	EB Thru	C	16.2	A	2.0
		EB Left	C	17.2	A	2.4
McKnight and Conway AM Peak Hour PM Peak Hour	Traffic Signal	NB Left	C	30.3	B	10.1
		NB Left	D	35.9	B	11.7
North site access and 3M Center AM Peak Hour PM Peak Hour	Side-Street Stop	NB Right	A	2.7	A	1.0
		NB Left	A	4.1	A	1.1
5th Street and Conway AM Peak Hour PM Peak Hour	Side-Street Stop	NB Left	C	15.7	A	4.9
		NB Left	B	12.3	A	2.7
5th Street and N Avenue AM Peak Hour PM Peak Hour	Side-Street Stop	SB Left	A	9.1	A	2.8
		SB Left	A	7.2	A	3.1
5th Street and 3M Center						

AM Peak Hour	Side-Street	NB Left	A	4.3	A	2.0
PM Peak Hour	Stop	NB Left	A	6.1	A	4.1

As shown, the study intersections are currently operating acceptably. The northbound left-turn movement at the signalized intersection of McKnight Road and Conway Avenue shows a LOS D during the p.m. peak hour, which is still acceptable. This LOS and delay are largely the result of the low percentage of green time for this movement and the low amount of volume for this turning movement compared with the through movements. Therefore, this is not considered a capacity issue, but rather a function of the traffic signal timing to provide the most green time to the highest volume movements.

Traffic Projections

Study area traffic volumes for the a.m. and p.m. peak hours were projected for 2015. In this case, future volumes are the result of general growth from nonspecific sites and changes from the proposed development. The existing traffic volumes plus the nonspecific site growth is the No Build Scenario. The Build Scenario is the proposed development traffic added to the No Build Scenario traffic.

The nonspecific growth for the No Build Scenario considered three sources: the City’s Comprehensive Plan, Historical Growth, and the State Aid Factor. After a review of these sources, McKnight Road traffic was assigned a one percent per year growth rate. Traffic on other roadways was assigned a 0.5 percent per year growth rate. Figure 11 shows the projected 2015 No Build Volume.

As mentioned, the proposed development will not represent an increase in traffic volumes in the surrounding area. Instead, internal traffic already traveling to and from the 3M campus will be redirected to the new building. To determine the amount of diverted traffic, the trip generation rates for a general office building from the *ITE Trip Generation 9th Edition* were used. Table 2 shows the expected trip generation for the proposed development.

Table 2: Proposed Development Trip Generation-Diverted Traffic

	Entering Trips		Exiting Trips	
	Percentage	Amount	Percentage	Amount
AM Peak Hour	88%	510	12%	70
PM Peak hour	12%	89	83%	437

The anticipated traffic for the proposed development was split into three groups and assigned to other areas of the 3M campus. This traffic was then distributed to the roadway network traveling to and from each assigned area. That same traffic was then adjusted to reflect new routes to and from the proposed development. Thus, individual turning movements of each study intersection went up or down depending upon how traffic was rerouted. Figure 12 shows the expected changes in traffic volumes at each study intersection due to the proposed development. It should be noted that a new access on the south side of the site is expected to be opened with the building. Connecting directly to Conway Avenue, this access is proposed to allow right-in/right-out traffic only.

With the expected new routes of traffic for the proposed development determined, the changes at each study intersection were added to the 2015 No Build volumes. The result is the expected 2015 Build volumes and is shown in Figure 13.

Traffic Analysis

The study intersections were reevaluated with the 2015 No-Build Volumes to determine the expected future traffic operations. Synchro/SimTraffic was again used for this evaluation, with the same measures of effectiveness. Table 3 shows a summary of the results.

Table 3: LOS and Delay Results – 2015 No Build

Intersection Peak Period	Type of Control	Worst Intersection Approach			Total Intersection	
		Direction	LOS	Delay	LOS	Delay
McKnight and E 5th/3M Center AM Peak Hour PM Peak Hour	Side-Street Stop	EB Thru	C	15.2	A	2.3
		EB Thru	C	20.0	A	2.9
McKnight and Conway AM Peak Hour PM Peak Hour	Traffic Signal	NB Left	C	34.4	B	10.8
		NB Left	D	38.5	B	13.0
North site access and 3M Center AM Peak Hour PM Peak Hour	Side-Street Stop	NB Right	A	3.5	A	1.1
		NB Left	A	3.6	A	1.0
5th Street and Conway AM Peak Hour PM Peak Hour	Side-Street Stop	NB Left	C	18.3	A	5.0
		NB Left	B	12.2	A	2.9
5th Street and N Avenue AM Peak Hour PM Peak Hour	Side-Street Stop	SB Left	A	9.2	A	3.1
		SB Left	A	8.0	A	3.2
5 th St & 3M Center AM Peak Hour PM Peak Hour	Side-Street Stop	NB Left	A	4.3	A	2.1
		NB Left	A	6.4	A	3.9

As shown, delay times generally increase compared with the existing conditions, as expected with increased traffic. However, the LOS results are identical and the operations at each study intersection are expected to remain acceptable. As with the existing conditions, the northbound left-turn movement at the signalized intersection of McKnight Road and Conway Avenue still shows the lowest LOS, although still acceptable. As explained earlier, this result is a function of the relatively low volume and the traffic signal timing favoring higher-volume movements.

Based on these results, no mitigation is needed. However, as should be done with all traffic signals, the timing should be reviewed every three to five years to ensure the traffic signal is operating as expected and make adjustments to the timing plan to reflect the current traffic patterns, if necessary.

The 2015 Build Volumes were then analyzed to determine if the adjacent transportation system is able to accommodate the shifting volumes due to the proposed development. Table 4 shows the

summary of the results. It should be noted that the additional south access to Conway Avenue is included in this analysis.

Table 4: LOS and Delay Results – 2015 Build

Intersection Peak Period	Type of Control	Worst Intersection Approach			Total Intersection	
		Direction	LOS	Delay	LOS	Delay
McKnight and E 5th/3M Center AM Peak Hour PM Peak Hour	Side-Street Stop	EB Thru	D	26.1	A	4.4
		EB Left	C	18.4	A	3.4
McKnight and Conway AM Peak Hour PM Peak Hour	Traffic Signal	NB Left	C	34.9	B	10.8
		WB Left	E	75.5	D	27.0
North site access and 3M Center AM Peak Hour PM Peak Hour	Side-Street Stop	NB Left	A	4.0	A	3.4
		NB Left	A	4.5	A	2.1
South site access and Conway AM Peak Hour PM Peak Hour	Side-Street Stop	EB Thru	A	3.7	A	2.8
		SB Right	D	29.2	B	10.9
5th Street and Conway AM Peak Hour PM Peak Hour	Side-Street Stop	SB Left	C	22.0	A	3.5
		NB Thru	B	11.8	A	3.6
5th Street and N Avenue AM Peak Hour PM Peak Hour	Side-Street Stop	SB Left	A	9.4	A	3.2
		SB Left	A	8.1	A	3.8
5th Street and 3M Center AM Peak Hour PM Peak Hour	Side-Street Stop	NB Left	A	4.9	A	2.8
		NB Left	A	6.1	A	4.1

As shown, the results indicate that the study intersections overall operate acceptably. However, the traffic signal at the McKnight Road and Conway Avenue intersection has individual movements that are at LOS E. In addition, the intersection of the south site access and Conway Avenue has results worse than would normally be expected at a right-in/right-out only intersection. The cause of both issues is the increase in westbound left-turn traffic as a result of the diverted traffic due to the proposed development. The projected traffic for this movement is 475 during the p.m. peak hour. The current signal timing results in long queues for the westbound direction, which stretch back to the south access intersection on Conway Avenue and affect the LOS and delay results.

A generally used threshold for consideration of dual left-turn lanes is 300 vehicles in an hour. The amount of traffic for the westbound left-turn movement is above that threshold. However, the eastbound movement does not have much conflicting traffic in this case. Therefore, the first mitigation considered was not dual left-turn lanes, but instead an adjustment of the signal timing. Assigning more green time to the eastbound and westbound directions will reduce the queues and delay times, but must be balanced with the needs of the northbound and southbound directions. The 2015 Build volumes were reevaluated assuming this type of change in signal timing. Table 5 shows a summary of the results.

Table 5: LOS and Delay Results – 2015 Build With Mitigation

Intersection Peak Period	Type of Control	Worst Intersection Approach			Total Intersection	
		Direction	LOS	Delay	LOS	Delay
McKnight and E 5th/3M Center AM Peak Hour PM Peak Hour	Side-Street Stop	EB Thru	C	26.1	A	4.4
		EB Left	C	17.8	A	3.5
McKnight and Conway AM Peak Hour PM Peak Hour	Traffic Signal	NB Left	D	34.0	B	10.9
		WB Left	D	46.6	C	21.8
North site access and 3M Center AM Peak Hour PM Peak Hour	Side-Street Stop	NB Left	A	4.8	A	3.4
		NB Left	A	4.3	A	2.1
South site access and Conway AM Peak Hour PM Peak Hour	Side-Street Stop	EB Thru	A	3.7	A	2.7
		SB Right	B	13.4	A	5.6
5th Street and Conway AM Peak Hour PM Peak Hour	Side-Street Stop	SB Left	C	22.5	A	3.5
		SB Left	B	11.4	A	3.4
5th Street and N Avenue AM Peak Hour PM Peak Hour	Side-Street Stop	SB Left	A	9.3	A	3.3
		SB Left	A	7.9	A	3.9
5th Street and 3M Center AM Peak Hour PM Peak Hour	Side-Street Stop	NB Left	A	4.8	A	2.8
		NB Left	A	5.9	A	3.4

As shown, adjustment to the signal timing is able to improve the expected LOS and delay results. The expected vehicle queue for the McKnight Road and Conway Avenue intersection is also expected to improve. At the same time, the northbound and southbound movements are still provided with sufficient green time to not disrupt their results.

The study intersections and individual movements are all expected to operate acceptably with the signal timing mitigation, so no further improvements were examined or determined to be needed.

Although not necessary since the adjacent public transportation system can accommodate the expected changes in traffic, consideration should be given to methods to reduce peak period volumes. Reducing the peak period volumes would help maintain the roadway capacity without additional lanes and improve the drive times for all motorists. Methods that could be considered to reduce the peak period volumes include:

- Allowing flexible work hours
- Allowing remote work
- Encouraging/incentivizing car pooling
- Encouraging/incentivizing transit use
- Encouraging/incentivizing bicycling/walking

There are many different methods and techniques that could be used to reduce the peak period and overall traffic volumes. 3M is recommended to consider these and other methods for the proposed site and for the entire campus.

Site Review

Although the site plan is just a concept at this point, it was reviewed in terms of access points, truck movements, parking, and pedestrian/bicycle accommodations. Each is reviewed separately below.

Currently, two access points provide for travel in and out of the site: one on the north side connecting to 3M Center Road and one on east side (N Avenue) connecting to 5th Street. A third access is proposed to connect to Conway Avenue. These three access points will allow for wide distribution of traffic to and from the proposed development, which is generally desirable. As shown in the traffic operation analyses, the existing accesses and planned right-in/right-out access are all expected to operate acceptably. Therefore, the number of accesses is suitable for the proposed site.

However, the planned access to Conway Avenue is proposed to be located on the west side of the current bus pull-out and stop. Assuming the bus stop remains (and it is recommended that it does), a potential safety issue emerges from the new conflict points. The bus stop pull-out would also operate as a right-turn lane, resulting in conflicts between the entering traffic and a potentially stopped bus. A bus sitting at that location could also impact the sight distance for southbound exiting traffic. To alleviate this potential safety issue, it is recommended that the bus stop be shifted to the west side of the right-in/right-out access or that the access be shifted to the east of the bus stop. The slight adjustment in either case is not expected to impact overall traffic operations.

The current concept site plan shows potential loading docks on the north and east sides of the building, separated from the parking lots. This separation is generally preferred to keep conflicts between heavy trucks and passenger vehicles to a minimum. The turning movement of the trucks should be examined to ensure safe movements into and out of the proposed locations.

The parking lot for the proposed building is expected to have 725 parking stalls. The stalls are located away from the access driveways, allowing for exiting vehicle queues, which is preferred. A drop-off/pick-up site is located by the main entrance and its layout in the concept could create issues. Depending upon whether the drop-off/pick-up is one-way or two-way and the exact signing and striping, the path for motorists could be confusing, causing conflict issues. The final design of this drop-off/pick-up road should be examined carefully to minimize potential confusion. Rather than a separate road, a pull-out bay may be more appropriate. Finally, the traffic control for any internal circulation intersections should be considered. Depending upon the final layout, stop control for one or every approach would likely be appropriate and should be signed.

Pedestrian/bicycle accommodations are a very important aspect of connectivity with the surrounding area and within the 3M campus. Making sure pedestrians and bicyclists have a safe path to travel from the buildings to the parking lots, bus stops and trails in the area will make a safer and more accommodating campus. In the concept layout, sidewalks appear to be provided

around the proposed building and adjacent to the parking area. However, a sidewalk is not shown connecting to the bus stop location. This connection should be a priority to encourage transit use. In addition, bicycle parking should be considered near the building entrances.

A Ramsey County trail currently existings on McKnight Road to the north and south of Conway. The trail may be used by pedestrians and bicyclists. Bicyclists may use Conway Avenue or existings sidewalks to travel to the new building from the trail on McKnight Road. Pedestrians may also use the sidewalk facilities on McKnight Road and Conway Avenue to access the new building.

Conclusions and Recommendation

Based upon the analysis and results presented, the following conclusions are drawn:

- Traffic operations at the intersections surrounding the proposed development currently operate acceptably and are expected to continue to operate acceptably into the near future.
- The proposed development will not generate new traffic, but will cause a redistribution or diversion of traffic from other areas of the 3M campus to the new site.
- With an adjustment of signal timing at the McKnight Road and Conway Avenue intersection, the surrounding study intersections are expected to operate acceptably with the proposed development.
- The current location of the bus stop on Conway Avenue is in conflict with the proposed driveway.
- The truck loading docks are acceptably planned separated from parking areas.
- Pedestrian/bicycle accommodations are planned as part of this proposed development.

Therefore, the recommendations for the proposed development in regard to traffic operations are:

- Adjust the signal timing of the McKnight Road and Conway Avenue traffic signal due to the diverted traffic of the proposed development. Specifically, more green time will need to be devoted to the westbound approach.
- Relocate the bus stop on Conway Avenue to the west of the planned access or relocate the access to the east of the existing bus stop.
- Review truck movements in and out of the loading areas to ensure acceptable movements that will not impact the adjacent roadway operations.
- Review parking lot circulation routes and, in particular, the design of the drop-off/pick-up road as shown in the concept layout. A pull-out bay rather than a separate circulation road may be more appropriate for drop-offs/pick-ups. Signing and striping should be provided to minimize confusion, particularly at internal circulation intersections.
- Provide a pedestrian pathway between the proposed building and the existing bus stop.
- Provide bicycle parking areas near proposed building entrances.

22. **Vehicle-related air emissions.** Estimate the effect of the project's traffic generation on air quality, including carbon monoxide levels. Discuss the effect of traffic improvements or other mitigation measures on air quality impacts.

Response:

This report evaluates the air quality and noise impacts of traffic related to the proposed 3M office building in Maplewood, Minnesota. The proposed site is on the 3M campus and is bordered by McKnight Road on the west, Conway Avenue on the south, 5th Street on the east, and 3M Center Road on the north.

There is a residential area adjacent to and west of McKnight Road. SBP Associates, Inc. (SBP) evaluated peak daytime hour noise impacts of this McKnight Road traffic under existing, 2015 no-build, and 2015 build traffic conditions.

Additionally, SBP determined noise levels on the proposed project site and compared them to Minnesota Noise Standards for commercial land uses.

Minnesota Noise Standards

Minnesota has noise standards that are designed to be consistent with sleep, speech, annoyance, and hearing conservation requirements for receivers within areas grouped according to land use activities. The Minnesota standards are as follows:

	<u>7:00 AM to 10:00 PM</u>		<u>10:00 PM to 7:00 AM</u>	
	L ₁₀	L ₅₀	L ₁₀	L ₅₀
NAC-1 (Residential)	65	60	55	50
NAC-2 (Commercial)	70	65	70	65
NAC-3 (Industrial)	80	75	80	75

L₁₀ means the sound level which is exceeded for 10 percent of the time for a one-hour period. L₅₀ means the sound level which is exceeded 50 percent of the time for a one-hour period. Sound levels are expressed in dBA. A dBA is a unit of sound level expressed in decibels and weighted for the purpose of approximating the human response to sound.

Minnesota Statutes, Section 116.07, Subd. 2a, exempt noise from county and local roads from the requirements of these noise rules unless full control of access to the road has been acquired.

Noise Monitoring

In order to help define existing project-area noise levels and to validate the noise modeling results, SBP conducted monitoring at a location representing the residential area west of McKnight Road. The monitoring results were compared to the modeling results using the traffic count conducted during the monitoring. The monitoring location (M1) is shown in Figure 1. The following table compares the noise monitoring results with the noise modeling results.

Results of the monitoring are as follows:

Table 1
Noise Monitoring and Modeling Results Comparison

Monitoring Location	Date	Start Time	Monitoring Results (dBA)		Modeling Results (dBA)	
			L ₁₀	L ₅₀	L ₁₀	L ₅₀
M1	12/7/12	1:30 p.m.	70.0	60.5	68.5	59.8

The monitoring results show good agreement (within 3 dBA) with the modeling results, validating the model.

Noise Modeling Impact Assessment

This analysis used the MINNOISEV3.1 traffic noise model to determine existing, 2015 No-build, and 2015 Build traffic noise impacts at three selected residential noise receptor locations along McKnight Road. The receptor locations are shown in Figure 1.

Additionally, the analysis used the MINNOISEV3.1 traffic noise model to determine the 2015 Build traffic noise levels on the proposed project site. The receptor location is shown in Figure 2.

The MINNOISEV3.1 model is a modified (modified by the Minnesota Department of Transportation) version of the Federal Highway Administration's Optima/Stamina model that is used to predict noise levels from highway projects and to assist with the development of noise barriers.

Noise Modeling Results for McKnight Road Receptors

The following table provides the modeling results at each of the modeled locations.

Table 2
Traffic Impact at McKnight Road Residential Area

Receptor	Existing Noise Levels (dBA)		2015 No-Build Noise Levels		2015 Build Noise Levels		Change Due to Project Traffic	
	L ₁₀	L ₅₀	L ₁₀	L ₅₀	L ₁₀	L ₅₀	L ₁₀	L ₅₀
R1	68.3	61.8	68.5	62.1	68.9	62.5	+0.4	+0.4
R2	72.4	64.6	72.6	64.9	72.5	64.7	-0.1	-0.2
R3	72.4	64.5	72.6	64.9	72.5	64.7	-0.1	-0.2

All receptor locations have existing and 2015 noise levels above daytime standards for residential locations. The model results show the highest modeled noise impact of the project-related traffic changes to be 0.4 dBA.

The MPCA considers environmental noise changes of less than 1 dBA to be imperceptible.

Noise Modeling Results for Project Site

The noise model predicts a peak-hour L₁₀ noise level of 58.0 dBA and a peak-hour L₅₀ noise level of 53.6 dBA for the 2015 traffic conditions. These noise levels are well within the Minnesota State Noise Standards for a commercial land use.

Conclusions

All modeled noise receptor locations for the residential area on the west side of McKnight Road have existing and 2015 noise levels above daytime standards for residential locations. The model results show the highest modeled noise impact of the project-related traffic changes to be 0.4 dBA. The MPCA considers environmental noise changes of less than 1 dBA to be imperceptible.

The noise model predicts a peak-hour L₁₀ noise level of 58.0 dBA and a peak-hour L₅₀ noise level of 53.6 dBA for the 2015 traffic conditions. These noise levels are well within the Minnesota State Noise Standards for a commercial land use.

Carbon monoxide emissions from vehicles can cause elevated ambient levels of carbon monoxide near roadway intersections. In some cases, near intersections where traffic volume is very high, and congestion is bad, emissions can cause violations of Federal and/or State standards for ambient concentration levels of carbon monoxide.

For highway projects, the Twin Cities area has an EPA approved screening method where traffic conditions at a potential carbon monoxide hot spot are compared to a set of the "worst" intersections (highest Annual Average Daily Traffic (AADT) and worst Level of Service (LOS). (LOS A is the best traffic flow conditions and LOS F is the worst traffic flow conditions) If the project does not meet the AADT benchmark criteria and does not affect one of the top ten modeled intersections, then it can be concluded it will not cause any Carbon Monoxide (CO) violations (since the worst did not).

Using this screening method, the intersections near the proposed 3M site must have a highest annual average daily traffic volume of greater than 79,400 and a LOS of D or worse to be considered a potential carbon monoxide "hot spot." None of the affected intersections have highest annual average traffic volumes exceeding the 79,400 threshold, and none of the intersections have an LOS of D or worse. Therefore, the traffic at these intersections will not cause a violation of the ambient carbon monoxide standards.

The following table shows the Level of Service for the AM and PM for the project area intersections.

Table 3:

**3M Building
LOS Results – 2015 Build with Mitigation**

Intersection Peak Period	Total Intersection LOS
McKnight & E 5 th /3M Center AM Peak Hour PM Peak Hour	A A
McKnight & Conway AM Peak Hour PM Peak Hour	B C
North site access & 3M Center AM Peak Hour PM Peak Hour	A A
South site access & Conway AM Peak Hour PM Peak Hour	A A
5 th St & Conway AM Peak Hour PM Peak Hour	A A
5 th St & N Ave AM Peak Hour PM Peak Hour	A A
5 th St & 3M Center AM Peak Hour PM Peak Hour	A A

23. **Stationary source air emissions.** Describe the type, sources, quantities and compositions of any emissions from stationary sources of air emissions such as boilers, exhaust stacks or fugitive dust sources. Include any hazardous air pollutants (consult *EAW Guidelines* for a listing) and any greenhouse gases (such as carbon dioxide, methane, nitrous oxide) and ozone-depleting chemicals (chloro-fluorocarbons, hydrofluorocarbons, perfluorocarbons or sulfur hexafluoride). Also describe any proposed pollution prevention techniques and proposed air pollution control devices. Describe the impacts on air quality.

Response: The project will not generate stationary source air emissions above those existing in the area of the project or change air quality from the existing conditions.

24. **Odors, noise and dust.** Will the project generate odors, noise or dust during construction or during operation? Yes No
If yes, describe sources, characteristics, duration, quantities or intensity and any proposed measures

to mitigate adverse impacts. Also identify locations of nearby sensitive receptors and estimate impacts on them. Discuss potential impacts on human health or quality of life. (Note: fugitive dust generated by operations may be discussed at item 23 instead of here.)

Response—Noise: Noise from construction activity will be temporary. The hours of construction will conform to the City’s ordinance requirements.

Response—Dust: During construction, particulate emissions may temporarily increase due to the generation of fugitive dust. The following dust control measures will be implemented to control dust during construction:

- Minimize the period and extent of areas being exposed or graded.
- Spray construction areas and haul roads with water, especially during periods of high wind or high levels of construction activity.
- Minimize the use of vehicles on unpaved surfaces.
- Cover or spray material stock piles and truck loads.

Response—Odors: The construction and operation of the building is not anticipated to involve an processes or materials that would generate odors.

25. **Nearby resources.** Are any of the following resources on or in proximity to the site?

Archaeological, historical or architectural resources? Yes No

Prime or unique farmlands or land within an agricultural preserve? Yes No

Designated parks, recreation areas or trails? Yes No

Scenic views and vistas? Yes No

Other unique resources? Yes No

If yes, describe the resource and identify any project-related impacts on the resource. Describe any measures to minimize or avoid adverse impacts.

Response-Archaeological, historical or architectural resources: The Minnesota State Historic Preservation Office (SHPO) responded to a request to search their database for archaeological, historical and architectural resources near the site. SHPO responded that no archaeological sites were identified in the search of their inventories. The search identified a number of historic structures that are within a few miles of the project site. The list is included in the attachments. None of the sites is within the 3M campus, and none of the identified structures would be affected by the proposed project. If archaeological, historical or architectural resources were identified during construction activity at the site, work will be stopped until the area can be investigated.

Response-Parks, Recreation Areas and Trails: The project site is near an existing Ramsey County trail the follows McKnight Road through the City of Maplewood. Sidewalks along Conway Avenue and within the site will connect the Research and Development Building to local trails.

The site is also approximately ½ mile north of Battle Creek Regional Park (the park is south of Interstate 94), and approximately one-mile south and west of Beaver Lake Park. Construction of the Research and Development Building will not impact local parks.

26. **Visual impacts.** Will the project create adverse visual impacts during construction or operation? Such as glare from intense lights, lights visible in wilderness areas and large visible plumes from cooling towers or exhaust stacks? Yes No
If yes, explain.

27. **Compatibility with plans and land use regulations.** Is the project subject to an adopted local comprehensive plan, land use plan or regulation, or other applicable land use, water, or resource management plan of a local, regional, state or federal agency? Yes No.
If yes, describe the plan, discuss its compatibility with the project and explain how any conflicts will be resolved. If no, explain.

The project is subject to the City of Maplewood's 2030 Comprehensive Plan, and to the City's adopted zoning regulations. The entire 3M Campus, including the site for the proposed Research and Development Building is designated in the Industrial land use category in the 2030 Comprehensive Plan. The use is consistent with the Comprehensive Plan.

The project is generally consistent with the City's zoning regulations. It will require the following City approvals:

- Community Design Review Board approval of architecture, site design and landscape plan
- A Shoreland buffer variance for land coverage, or approval of Best Management Practices for stormwater management that would allow the project to exceed the standard. The site is within the Shoreland Zone around 3M Lake. The Code requires 50% maximum coverage for lands within the 3M Shoreland area, or implementation of approved Best Management Practices that allow coverage up to 70%. The proposed coverage based on the concept plan (Figure 3) is 62% of the site.
- A waiver from parking requirements. The City Code requires one parking space for each 200 square feet of floor area. With an estimated 412,000 square feet of building space, 2060 parking spaces would be required. 3M is proposing 725 new parking spaces to serve the building. Since the employees that would be working in the building are transferring from other existing buildings on the campus, they already have parking spaces available, and so a minimum number of new spaces is needed for the building. Shuttles transport employees from parking spaces to work spaces within the campus.

The project is also subject to the Ramsey-Washington Metro Watershed District Water Management Plan and District rules. The project will obtain the required District permits for stormwater management, and will comply with District rules.

28. **Impact on infrastructure and public services.** Will new or expanded utilities, roads, other infrastructure or public services be required to serve the project? Yes No.
If yes, describe the new or additional infrastructure or services needed. (Note: any infrastructure that is a connected action with respect to the project must be assessed in the EAW; see *EAW Guidelines* for details.)

Response: The project will not require new infrastructure or public services. Existing state, regional and city infrastructure and services have the capacity to serve the new building.

29. **Cumulative potential effects.** Minnesota Rule part 4410.1700, subpart 7, item B requires that the RGU consider the "cumulative potential effects of related or anticipated future projects" when determining the need for an environmental impact statement. Identify any past, present or reasonably foreseeable future projects that may interact with the project described in this EAW in such a way as to cause cumulative potential effects. (Such future projects would be those that are actually planned or for which a basis of expectation has been laid.) Describe the nature of the cumulative potential effects and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to these cumulative effects (*or discuss each cumulative potential effect under appropriate item(s) elsewhere on this form*).

Response: 3M and the City are not aware of any past, current or future projects in the area of this project that may interact with it to cause cumulative potential effects.

30. **Other potential environmental impacts.** If the project may cause any adverse environmental impacts not addressed by items 1 to 28, identify and discuss them here, along with any proposed mitigation.

Response: All of the potential environmental impacts related to the proposed Research and Development Building are identified in items 1 to 28.

31. **Summary of issues.** *Do not complete this section if the EAW is being done for EIS scoping; instead, address relevant issues in the draft Scoping Decision document, which must accompany the EAW.*

List any impacts and issues identified above that may require further investigation before the project is begun. Discuss any alternatives or mitigative measures that have been or may be considered for these impacts and issues, including those that have been or may be ordered as permit conditions.

Response: None identified.

RGU CERTIFICATION. *(The Environmental Quality Board will only accept **SIGNED** Environmental Assessment Worksheets for public notice in the EQB Monitor.)*

I hereby certify that:

- The information contained in this document is accurate and complete to the best of my knowledge.
- The EAW describes the complete project; there are no other projects, stages or components other than those described in this document, which are related to the project as connected actions or phased actions, as defined at Minnesota Rules, parts 4410.0200, subparts 9b and 60, respectively.
- Copies of this EAW are being sent to the entire EQB distribution list.

Signature

Date

Title

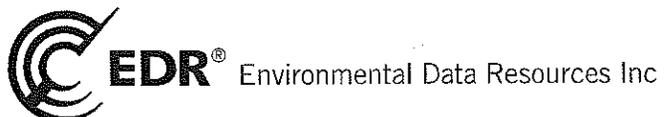
The Environmental Assessment Worksheet format was prepared by the staff of the Environmental Quality Board at the Minnesota Department of Administration, Office of Geographic and Demographic Analysis. For additional information, worksheets or for *EAW Guidelines*, contact: Environmental Quality Board, 658 Cedar St., St. Paul, MN 55155, 651-201-2492, or <http://www.eqb.state.mn.us>

3M Lab Building

Conway Avenue/5th Street
Saint Paul, MN 55119

Inquiry Number: 3094111.2s
June 13, 2011

The EDR Radius Map™ Report with GeoCheck®



440 Wheelers Farms Road
Milford, CT 06461
Toll Free: 800.352.0050
www.edrnet.com

EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-05) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

CONWAY AVENUE/5TH STREET
SAINT PAUL, MN 55119

COORDINATES

Latitude (North): 44.957300 - 44° 57' 26.3"
Longitude (West): 93.002800 - 93° 0' 10.1"
Universal Transverse Mercator: Zone 15
UTM X (Meters): 499779.2
UTM Y (Meters): 4977990.0
Elevation: 977 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 44093-H1 SAINT PAUL EAST, MN
Most Recent Revision: 1993

East Map: 44092-H8 LAKE ELMO, MN
Most Recent Revision: 1993

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 2005, 2006, 2008
Source: USDA

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL..... National Priority List

EXECUTIVE SUMMARY

Proposed NPL..... Proposed National Priority List Sites
NPL LIENS..... Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL..... National Priority List Deletions

Federal CERCLIS list

CERCLIS..... Comprehensive Environmental Response, Compensation, and Liability Information System
FEDERAL FACILITY..... Federal Facility Site Information listing

Federal CERCLIS NFRAP site List

CERC-NFRAP..... CERCLIS No Further Remedial Action Planned

Federal RCRA CORRACTS facilities list

CORRACTS..... Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG..... RCRA - Large Quantity Generators
RCRA-SQG..... RCRA - Small Quantity Generators
RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

US ENG CONTROLS..... Engineering Controls Sites List
US INST CONTROL..... Sites with Institutional Controls

Federal ERNS list

ERNS..... Emergency Response Notification System

State- and tribal - equivalent NPL

MN PLP..... Permanent List of Priorities

State- and tribal - equivalent CERCLIS

SHWS..... Superfund Site Information Listing

State and tribal landfill and/or solid waste disposal site lists

SWF/LF..... Permitted Solid Waste Disposal Facilities
LCP..... Closed Landfills Priority List
UNPERM LF..... Unpermitted Facilities

State and tribal leaking storage tank lists

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

EXECUTIVE SUMMARY

State and tribal registered storage tank lists

UST..... Underground Storage Tank Database
AST..... Aboveground Storage Tanks
INDIAN UST..... Underground Storage Tanks on Indian Land
FEMA UST..... Underground Storage Tank Listing

State and tribal institutional control / engineering control registries

INST CONTROL..... Site Remediation Section Database

State and tribal voluntary cleanup sites

VIC..... Voluntary Investigation and Cleanup Program
INDIAN VCP..... Voluntary Cleanup Priority Listing

State and tribal Brownfields sites

BROWNFIELDS..... Petroleum Brownfields Program Sites

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

ODI..... Open Dump Inventory
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations
SWRCY..... Recycling Facilities
INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands

Local Lists of Hazardous waste / Contaminated Sites

US CDL..... Clandestine Drug Labs
SRS..... Site Remediation Section Database
MN DEL PLP..... Delisted Permanent List of Priorities
CDL..... Clandestine Drug Labs
US HIST CDL..... National Clandestine Laboratory Register

Local Land Records

LIENS 2..... CERCLA Lien Information
LUCIS..... Land Use Control Information System
LIENS..... Environmental Liens

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System
SPILLS..... Spills Database
AGSPILLS..... Department of Agriculture Spills

Other Ascertainable Records

RCRA-NonGen..... RCRA - Non Generators

EXECUTIVE SUMMARY

DOT OPS.....	Incident and Accident Data
DOD.....	Department of Defense Sites
FUDS.....	Formerly Used Defense Sites
CONSENT.....	Superfund (CERCLA) Consent Decrees
ROD.....	Records Of Decision
UMTRA.....	Uranium Mill Tailings Sites
MINES.....	Mines Master Index File
TRIS.....	Toxic Chemical Release Inventory System
TSCA.....	Toxic Substances Control Act
FTTS.....	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
HIST FTTS.....	FIFRA/TSCA Tracking System Administrative Case Listing
SSTS.....	Section 7 Tracking Systems
ICIS.....	Integrated Compliance Information System
PADS.....	PCB Activity Database System
MLTS.....	Material Licensing Tracking System
RADINFO.....	Radiation Information Database
FINDS.....	Facility Index System/Facility Registry System
RAATS.....	RCRA Administrative Action Tracking System
MN LS.....	List of Sites
BULK.....	Bulk Facilities Database
MANIFEST.....	Hazardous Waste Manifest Data
DRYCLEANERS.....	Registered Drycleaning Facilities
ENF.....	Generators Associated with Enforcement Logs
MN HWS Permit.....	Active TSD Facilities
AIRS.....	Permit Contact List
TIER 2.....	Tier 2 Facility Listing
INDIAN RESERV.....	Indian Reservations
SCRD DRYCLEANERS.....	State Coalition for Remediation of Drycleaners Listing
PCB TRANSFORMER.....	PCB Transformer Registration Database
COAL ASH EPA.....	Coal Combustion Residues Surface Impoundments List
COAL ASH DOE.....	Sleam-Electric Plan Operation Data
MDA LIS.....	Licensing Information System Database Listing
FINANCIAL ASSURANCE.....	Financial Assurance Information Listing
AGVIC.....	Agricultural Voluntary Investigation & Cleanup Listing
COAL ASH.....	Coal Ash Disposal Site Listing

EDR PROPRIETARY RECORDS

EDR Proprietary Records

Manufactured Gas Plants..... EDR Proprietary Manufactured Gas Plants

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

EXECUTIVE SUMMARY

STANDARD ENVIRONMENTAL RECORDS

State and tribal leaking storage tank lists

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the Minnesota Pollution Control Agency's Leak Sites list.

A review of the LUST list, as provided by EDR, and dated 03/18/2011 has revealed that there are 6 LUST sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
MNDOT Complete Site Closed Date: 08/18/1992 00:00:00	MINNEHAHA & MCKNIGHT	NNW 1/4 - 1/2 (0.426 mi.)	B6	23
3M BUILDING 223 Complete Site Closed Date: 03/23/1993 00:00:00	194 & MCKNIGHT RD	E 1/4 - 1/2 (0.448 mi.)	C7	31
FIRESTONE STORE 29FK Complete Site Closed Date: 01/25/2004 00:00:00	2145 HUDSON RD	S 1/4 - 1/2 (0.466 mi.)	D15	175
SUN RAY SHOPPING CENTER Complete Site Closed Date: 03/15/1991 00:00:00	2145 HUDSON RD	S 1/4 - 1/2 (0.466 mi.)	D16	181
CONWAY AUTO CLINIC Complete Site Closed Date: 12/31/2007 00:00:00	2545 CONWAY AVE E	E 1/4 - 1/2 (0.480 mi.)	F20	194
CONWAY AUTO Complete Site Closed Date: 12/10/1999 00:00:00	2545 CONWAY AVE E	E 1/4 - 1/2 (0.480 mi.)	F21	199

LAST: A listing of leaking aboveground storage tanks.

A review of the LAST list, as provided by EDR, and dated 03/18/2011 has revealed that there is 1 LAST site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
3M CENTER BLDG 206/223 Complete Site Closed Date: 04/17/2007 00:00:00	194 & MCKNIGHT RD	E 1/4 - 1/2 (0.448 mi.)	C8	45

ADDITIONAL ENVIRONMENTAL RECORDS

Other Ascertainable Records

WIMN: Since 2003, the PCA's "What's in My Neighborhood?" database provides information about air quality, hazardous waste, remediation, solid waste, tanks and leaks, and water quality around Minnesota.

A review of the WIMN list, as provided by EDR, and dated 04/19/2011 has revealed that there are 18 WIMN sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
3M LDI/CC BLDG 278	2350 MINNEHAHA AVE E	N 1/4 - 1/2 (0.405 mi.)	2	13
UNION OIL CO	2259 E MINNEHAHA AVE	NNW 1/4 - 1/2 (0.408 mi.)	A3	13

EXECUTIVE SUMMARY

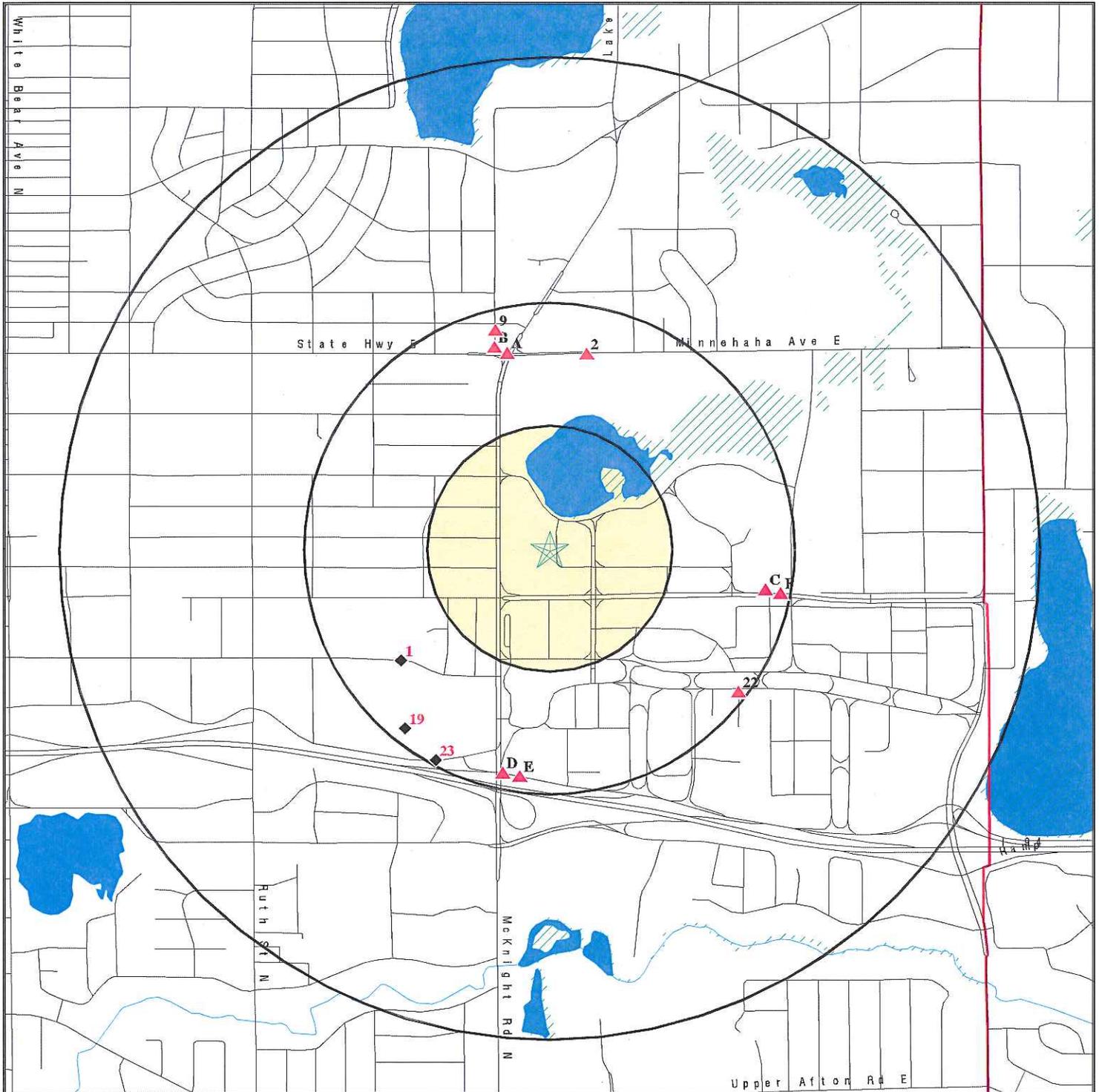
<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>SPARTAN PROMOTIONAL GROUP</i>	<i>2259 MINNEHAHA AVE E</i>	<i>NNW 1/4 - 1/2 (0.408 mi.)</i>	<i>A4</i>	<i>20</i>
<i>AUTO MOBILE SERVICE</i>	<i>2255 MINNEHAHA AVE E</i>	<i>NNW 1/4 - 1/2 (0.414 mi.)</i>	<i>B5</i>	<i>21</i>
SHORT BLOCK AUTO & TRUCK REPAI	734 MCKNIGHT RD N	NNW 1/4 - 1/2 (0.459 mi.)	9	162
<i>FIRESTONE STORE #10GP/020338</i>	<i>2041 HUDSON RD</i>	<i>SSW 1/4 - 1/2 (0.465 mi.)</i>	<i>D10</i>	<i>162</i>
<i>BRIDGMANS BAYCLIFF FOODS</i>	<i>2111 HUDSON RD</i>	<i>SSW 1/4 - 1/2 (0.465 mi.)</i>	<i>D11</i>	<i>169</i>
<i>PROEX 1541</i>	<i>2109 HUDSON RD</i>	<i>SSW 1/4 - 1/2 (0.465 mi.)</i>	<i>D12</i>	<i>170</i>
<i>SUN RAY TRUE VALUE</i>	<i>2135 HUDSON RD</i>	<i>S 1/4 - 1/2 (0.466 mi.)</i>	<i>D13</i>	<i>172</i>
<i>SUNRAY SHOPPING CENTER</i>	<i>2139 HUDSON RD</i>	<i>S 1/4 - 1/2 (0.466 mi.)</i>	<i>D14</i>	<i>173</i>
<i>FIRESTONE STORE 29FK</i>	<i>2145 HUDSON RD</i>	<i>S 1/4 - 1/2 (0.466 mi.)</i>	<i>D15</i>	<i>175</i>
SEDATION IMPLANT DENTISTRY	2185 HUDSON RD	S 1/4 - 1/2 (0.467 mi.)	E17	193
ANDERSON CLEANERS	2209 HUDSON RD	S 1/4 - 1/2 (0.467 mi.)	E18	194
<i>CONWAY AUTO CLINIC</i>	<i>2545 CONWAY AVE E</i>	<i>E 1/4 - 1/2 (0.480 mi.)</i>	<i>F20</i>	<i>194</i>
JD TRUCK SERVICE	50 14TH ST NE	SE 1/4 - 1/2 (0.482 mi.)	22	203
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>BRADLEY HOUSE APARTMENTS</i>	<i>2150 WILSON AVE</i>	<i>SW 1/4 - 1/2 (0.379 mi.)</i>	<i>1</i>	<i>7</i>
CUB FOODS - SUNRAY	2197 HUDSON RD	SW 1/4 - 1/2 (0.469 mi.)	19	194
SUN RAY CLEANERS INC	2207 OLD HUDSON RD	SSW 1/4 - 1/2 (0.489 mi.)	23	203

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 13 records.

<u>Site Name</u>	<u>Database(s)</u>
NORTH ST. PAUL DUMP	MN LS, WIMN
CANADIAN PACIFIC CABOOSE TRACK	LAST, FINANCIAL ASSURANCE, WIMN
CANADIAN PACIFIC TRACK 4	LUST, FINANCIAL ASSURANCE, WIMN
HAMERNICK HILL NEW SHOWROOM BUILDI	WIMN
DUNNS STATION	WIMN
TUV PRODUCT SERVICE INC	RCRA-CESQG, FINDS, WIMN
3M SAINT PAUL DISTRIBUTION CENTER	FINANCIAL ASSURANCE, WIMN
GERDAU AMERISTEEL SWMU2 - FORMER F	SRS, SPILLS, INST CONTROL, TIER 2, FINANCIAL ASSURANCE
3M WOODBURY (VIC)	SRS, INST CONTROL
3M WOODBURY (SF)	SHWS, SRS
3M WOODBURY INDUSTRIAL WASTE DISPO	CERC-NFRAP
GLENWOOD BRIDGE	AST
3M CO 3M CENTER ST PAUL	FINDS

OVERVIEW MAP - 3094111.2s



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites

- Indian Reservations BIA
- County Boundary
- Oil & Gas pipelines
- 100-year flood zone
- 500-year flood zone



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

<p>SITE NAME: 3M Lab Building ADDRESS: Conway Avenue/5th Street Saint Paul MN 55119 LAT/LONG: 44.9573 / 93.0028 Packet Page Number 216 of 236</p>	<p>CLIENT: TKDA CONTACT: Sherri Buss INQUIRY #: 3094111.2s DATE: June 13, 2011 2:45 pm</p>
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DETAIL MAP - 3094111.2s



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- ⚡ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites

- Indian Reservations BIA
- Oil & Gas pipelines
- 100-year flood zone
- 500-year flood zone

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: 3M Lab Building
 ADDRESS: Conway Avenue/5th Street
 Saint Paul MN 55119
 LAT/LONG: 44.9573 / 93.0028

CLIENT: TKDA
 CONTACT: Sherri Buss
 INQUIRY #: 3094111.2s
 DATE: June 13, 2011 2:46 pm

MAP FINDINGS SUMMARY

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<u>STANDARD ENVIRONMENTAL RECORDS</u>								
<i>Federal NPL site list</i>								
	NPL	1.000	0	0	0	0	NR	0
	Proposed NPL	1.000	0	0	0	0	NR	0
	NPL LIENS	TP	NR	NR	NR	NR	NR	0
<i>Federal Delisted NPL site list</i>								
	Delisted NPL	1.000	0	0	0	0	NR	0
<i>Federal CERCLIS list</i>								
	CERCLIS	0.500	0	0	0	NR	NR	0
	FEDERAL FACILITY	1.000	0	0	0	0	NR	0
<i>Federal CERCLIS NFRAP site List</i>								
	CERC-NFRAP	0.500	0	0	0	NR	NR	0
<i>Federal RCRA CORRACTS facilities list</i>								
	CORRACTS	1.000	0	0	0	0	NR	0
<i>Federal RCRA non-CORRACTS TSD facilities list</i>								
	RCRA-TSDF	0.500	0	0	0	NR	NR	0
<i>Federal RCRA generators list</i>								
	RCRA-LQG	0.250	0	0	NR	NR	NR	0
	RCRA-SQG	0.250	0	0	NR	NR	NR	0
	RCRA-CESQG	0.250	0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
	US ENG CONTROLS	0.500	0	0	0	NR	NR	0
	US INST CONTROL	0.500	0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
	ERNS	TP	NR	NR	NR	NR	NR	0
<i>State- and tribal - equivalent NPL</i>								
	MN PLP	1.000	0	0	0	0	NR	0
<i>State- and tribal - equivalent CERCLIS</i>								
	SHWS	1.000	0	0	0	0	NR	0
<i>State and tribal landfill and/or solid waste disposal site lists</i>								
	SWF/LF	0.500	0	0	0	NR	NR	0
	LCP	0.500	0	0	0	NR	NR	0
	UNPERM LF	0.500	0	0	0	NR	NR	0
<i>State and tribal leaking storage tank lists</i>								
	LUST	0.500	0	0	6	NR	NR	6

MAP FINDINGS SUMMARY

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LAST		0.500	0	0	1	NR	NR	1
INDIAN LUST		0.500	0	0	0	NR	NR	0
<i>State and tribal registered storage tank lists</i>								
UST		0.250	0	0	NR	NR	NR	0
AST		0.250	0	0	NR	NR	NR	0
INDIAN UST		0.250	0	0	NR	NR	NR	0
FEMA UST		0.250	0	0	NR	NR	NR	0
<i>State and tribal institutional control / engineering control registries</i>								
INST CONTROL		0.500	0	0	0	NR	NR	0
<i>State and tribal voluntary cleanup sites</i>								
VIC		0.500	0	0	0	NR	NR	0
INDIAN VCP		0.500	0	0	0	NR	NR	0
<i>State and tribal Brownfields sites</i>								
BROWNFIELDS		0.500	0	0	0	NR	NR	0
<u>ADDITIONAL ENVIRONMENTAL RECORDS</u>								
<i>Local Brownfield lists</i>								
US BROWNFIELDS		0.500	0	0	0	NR	NR	0
<i>Local Lists of Landfill / Solid Waste Disposal Sites</i>								
ODI		0.500	0	0	0	NR	NR	0
DEBRIS REGION 9		0.500	0	0	0	NR	NR	0
SWRCY		0.500	0	0	0	NR	NR	0
INDIAN ODI		0.500	0	0	0	NR	NR	0
<i>Local Lists of Hazardous waste / Contaminated Sites</i>								
US CDL		TP	NR	NR	NR	NR	NR	0
SRS		0.500	0	0	0	NR	NR	0
MN DEL PLP		1.000	0	0	0	0	NR	0
CDL		TP	NR	NR	NR	NR	NR	0
US HIST CDL		TP	NR	NR	NR	NR	NR	0
<i>Local Land Records</i>								
LIENS 2		TP	NR	NR	NR	NR	NR	0
LUCIS		0.500	0	0	0	NR	NR	0
LIENS		TP	NR	NR	NR	NR	NR	0
<i>Records of Emergency Release Reports</i>								
HMIRS		TP	NR	NR	NR	NR	NR	0
SPILLS		TP	NR	NR	NR	NR	NR	0
AGSPILLS		TP	NR	NR	NR	NR	NR	0
<i>Other Ascertainable Records</i>								
RCRA-NonGen		0.250	0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
DOT OPS		TP	NR	NR	NR	NR	NR	0
DOD		1.000	0	0	0	0	NR	0
FUDS		1.000	0	0	0	0	NR	0
CONSENT		1.000	0	0	0	0	NR	0
ROD		1.000	0	0	0	0	NR	0
UMTRA		0.500	0	0	0	NR	NR	0
MINES		0.250	0	0	NR	NR	NR	0
TRIS		TP	NR	NR	NR	NR	NR	0
TSCA		TP	NR	NR	NR	NR	NR	0
FTTS		TP	NR	NR	NR	NR	NR	0
HIST FTTS		TP	NR	NR	NR	NR	NR	0
SSTS		TP	NR	NR	NR	NR	NR	0
ICIS		TP	NR	NR	NR	NR	NR	0
PADS		TP	NR	NR	NR	NR	NR	0
MLTS		TP	NR	NR	NR	NR	NR	0
RADINFO		TP	NR	NR	NR	NR	NR	0
FINDS		TP	NR	NR	NR	NR	NR	0
RAATS		TP	NR	NR	NR	NR	NR	0
MN LS		0.500	0	0	0	NR	NR	0
BULK		0.250	0	0	NR	NR	NR	0
MANIFEST		0.250	0	0	NR	NR	NR	0
DRYCLEANERS		0.250	0	0	NR	NR	NR	0
ENF		TP	NR	NR	NR	NR	NR	0
MN HWS Permit		1.000	0	0	0	0	NR	0
AIRS		TP	NR	NR	NR	NR	NR	0
TIER 2		TP	NR	NR	NR	NR	NR	0
INDIAN RESERV		1.000	0	0	0	0	NR	0
SCRD DRYCLEANERS		0.500	0	0	0	NR	NR	0
PCB TRANSFORMER		TP	NR	NR	NR	NR	NR	0
COAL ASH EPA		0.500	0	0	0	NR	NR	0
COAL ASH DOE		TP	NR	NR	NR	NR	NR	0
MDA LIS		0.250	0	0	NR	NR	NR	0
FINANCIAL ASSURANCE		TP	NR	NR	NR	NR	NR	0
AGVIC		0.500	0	0	0	NR	NR	0
WIMN		0.500	0	0	18	NR	NR	18
COAL ASH		0.500	0	0	0	NR	NR	0

EDR PROPRIETARY RECORDS

EDR Proprietary Records

Manufactured Gas Plants	1.000	0	0	0	0	0	NR	0
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NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database



Minnesota Department of Natural Resources

Division of Ecological and Water Resources, Box 25

500 Lafayette Road

St. Paul, Minnesota 55155-4025

Phone: (651) 259-5109 E-mail: lisa.joyal@state.mn.us

July 22, 2011

Correspondence # ERDB 20110555

Ms. Sherri Buss
TKDA
444 Cedar Street, Suite 1500
St. Paul, MN 55101

RE: Natural Heritage Review of the proposed 3M Lab Building,
T29N R22W Section 36, Ramsey County

Dear Ms. Buss,

As requested, the Minnesota Natural Heritage Information System has been queried to determine if any rare species or other significant natural features are known to occur within an approximate one-mile radius of the proposed project. Based on this query, the following **rare features may be adversely affected** by the proposed project:

- Blanding's turtles (*Emydoidea blandingii*), a state-listed threatened species, have been reported from the vicinity of the proposed project and may be encountered on site. If Blanding's turtles are found on the site, please remember that state law and rules prohibit the destruction of threatened or endangered species, except under certain prescribed conditions. If turtles are in imminent danger they should be moved by hand out of harm's way, otherwise they should be left undisturbed.

For your information, I have attached a Blanding's turtle fact sheet that describes the habitat use and life history of this species. The fact sheet also provides two lists of recommendations for avoiding and minimizing impacts to this rare turtle. **Please refer to the first list of recommendations for your project.** If greater protection for turtles is desired, the second list of additional recommendations can also be implemented. The attached flyer should be given to all contractors working in the area.

The Natural Heritage Information System (NHIS), a collection of databases that contains information about Minnesota's rare natural features, is maintained by the Division of Ecological and Water Resources, Department of Natural Resources. The NHIS is continually updated as new information becomes available, and is the most complete source of data on Minnesota's rare or otherwise significant species, native plant communities, and other natural features. However, the NHIS is not an exhaustive inventory and thus does not represent all of the occurrences of rare features within the state. Therefore, ecologically significant features for which we have no records may exist within the project area.

For environmental review purposes, the Natural Heritage letter is valid for one year; it is only valid for the project location (noted above) and the project description provided on the NHIS Data Request Form. Please contact me if project details change or if an updated review is needed.

Please note that locations of the gray wolf (*Canis lupus*), federally-listed as threatened and state-listed as special concern, and the Canada lynx (*Lynx canadensis*), federally-listed as threatened, are not currently tracked in the NHIS. As such, the Natural Heritage Review does not address these species.

Furthermore, the Natural Heritage Review does not constitute review or approval by the Department of Natural Resources as a whole. Instead, it identifies issues regarding known occurrences of rare features and potential effects to these rare features. Additional rare features for which we have no data may be present in the project area, or there may be other natural resource concerns associated with the proposed project. For these concerns, please contact your DNR Regional Environmental Assessment Ecologist (contact information available at http://www.dnr.state.mn.us/eco/ereview/erp_regioncontacts.html). Please be aware that additional site assessments or review may be required.

Thank you for consulting us on this matter, and for your interest in preserving Minnesota's rare natural resources. An invoice will be mailed to you under separate cover.

Sincerely,



Lisa Joyal
Natural Heritage Review Coordinator

enc. Blanding's Turtle Fact Sheet and Flyer

Endangered, Threatened, and Special Concern Species of Minnesota

Blanding's Turtle
(Emydoidea blandingii)

Minnesota Status: Threatened
Federal Status: none

State Rank¹: S2
Global Rank¹: G4

HABITAT USE

Blanding's turtles need both wetland and upland habitats to complete their life cycle. The types of wetlands used include ponds, marshes, shrub swamps, bogs, and ditches and streams with slow-moving water. In Minnesota, Blanding's turtles are primarily marsh and pond inhabitants. Calm, shallow water bodies (Type 1-3 wetlands) with mud bottoms and abundant aquatic vegetation (e.g., cattails, water lilies) are preferred, and extensive marshes bordering rivers provide excellent habitat. Small temporary wetlands (those that dry up in the late summer or fall) are frequently used in spring and summer -- these fishless pools are amphibian and invertebrate breeding habitat, which provides an important food source for Blanding's turtles. Also, the warmer water of these shallower areas probably aids in the development of eggs within the female turtle. Nesting occurs in open (grassy or brushy) sandy uplands, often some distance from water bodies. Frequently, nesting occurs in traditional nesting grounds on undeveloped land. Blanding's turtles have also been known to nest successfully on residential property (especially in low density housing situations), and to utilize disturbed areas such as farm fields, gardens, under power lines, and road shoulders (especially of dirt roads). Although Blanding's turtles may travel through woodlots during their seasonal movements, shady areas (including forests and lawns with shade trees) are not used for nesting. Wetlands with deeper water are needed in times of drought, and during the winter. Blanding's turtles overwinter in the muddy bottoms of deeper marshes and ponds, or other water bodies where they are protected from freezing.

LIFE HISTORY

Individuals emerge from overwintering and begin basking in late March or early April on warm, sunny days. The increase in body temperature which occurs during basking is necessary for egg development within the female turtle. Nesting in Minnesota typically occurs during June, and females are most active in late afternoon and at dusk. Nesting can occur as much as a mile from wetlands. The nest is dug by the female in an open sandy area and 6-15 eggs are laid. The female turtle returns to the marsh within 24 hours of laying eggs. After a development period of approximately two months, hatchlings leave the nest from mid-August through early-October. Nesting females and hatchlings are often at risk of being killed while crossing roads between wetlands and nesting areas. In addition to movements associated with nesting, all ages and both sexes move between wetlands from April through November. These movements peak in June and July and again in September and October as turtles move to and from overwintering sites. In late autumn (typically November), Blanding's turtles bury themselves in the substrate (the mud at the bottom) of deeper wetlands to overwinter.

IMPACTS / THREATS / CAUSES OF DECLINE

- loss of wetland habitat through drainage or flooding (converting wetlands into ponds or lakes)
- loss of upland habitat through development or conversion to agriculture
- human disturbance, including collection for the pet trade* and road kills during seasonal movements
- increase in predator populations (skunks, raccoons, etc.) which prey on nests and young

*It is illegal to possess this threatened species.

RECOMMENDATIONS FOR AVOIDING AND MINIMIZING IMPACTS

These recommendations apply to typical construction projects and general land use within Blanding's turtle habitat, and are provided to help local governments, developers, contractors, and homeowners minimize or avoid detrimental impacts to Blanding's turtle populations. **List 1** describes minimum measures which we recommend to prevent harm to Blanding's turtles during construction or other work within Blanding's turtle habitat. **List 2** contains recommendations which offer even greater protection for Blanding's turtles populations; this list should be used *in addition to the first list* in areas which are known to be of state-wide importance to Blanding's turtles (contact the DNR's Natural Heritage and Nongame Research Program if you wish to determine if your project or home is in one of these areas), or in any other area where greater protection for Blanding's turtles is desired.

List 1. Recommendations for all areas inhabited by Blanding's turtles.	List 2. Additional recommendations for areas known to be of state-wide importance to Blanding's turtles.
GENERAL	
A flyer with an illustration of a Blanding's turtle should be given to all contractors working in the area. Homeowners should also be informed of the presence of Blanding's turtles in the area.	Turtle crossing signs can be installed adjacent to road-crossing areas used by Blanding's turtles to increase public awareness and reduce road kills.
Turtles which are in imminent danger should be moved, by hand, out of harms way. Turtles which are not in imminent danger should be left undisturbed.	Workers in the area should be aware that Blanding's turtles nest in June, generally after 4pm, and should be advised to minimize disturbance if turtles are seen.
If a Blanding's turtle nests in your yard, do not disturb the nest.	If you would like to provide more protection for a Blanding's turtle nest on your property, see "Protecting Blanding's Turtle Nests" on page 3 of this fact sheet.
Silt fencing should be set up to keep turtles out of construction areas. It is <u>critical</u> that silt fencing be removed after the area has been revegetated.	Construction in potential nesting areas should be limited to the period between September 15 and June 1 (this is the time when activity of adults and hatchlings in upland areas is at a minimum).
WETLANDS	
Small, vegetated temporary wetlands (Types 2 & 3) should not be dredged, deepened, filled, or converted to storm water retention basins (these wetlands provide important habitat during spring and summer).	Shallow portions of wetlands should not be disturbed during prime basking time (mid morning to mid- afternoon in May and June). A wide buffer should be left along the shore to minimize human activity near wetlands (basking Blanding's turtles are more easily disturbed than other turtle species).
Wetlands should be protected from pollution; use of fertilizers and pesticides should be avoided, and run-off from lawns and streets should be controlled. Erosion should be prevented to keep sediment from reaching wetlands and lakes.	Wetlands should be protected from road, lawn, and other chemical run-off by a vegetated buffer strip at least 50' wide. This area should be left unmowed and in a natural condition.
ROADS	
Roads should be kept to minimum standards on widths and lanes (this reduces road kills by slowing traffic and reducing the distance turtles need to cross).	Tunnels should be considered in areas with concentrations of turtle crossings (more than 10 turtles per year per 100 meters of road), and in areas of lower density if the level of road use would make a safe crossing impossible for turtles. Contact your DNR Regional Nongame Specialist for further information on wildlife tunnels.
Roads should be ditched, not curbed or below grade. If curbs must be used, 4 inch high curbs at a 3:1 slope are preferred (Blanding's turtles have great difficulty climbing traditional curbs; curbs and below grade roads trap turtles on the road and can cause road kills).	Roads should be ditched, not curbed or below grade.

ROADS cont.	
Culverts between wetland areas, or between wetland areas and nesting areas, should be 36 inches or greater in diameter, and elliptical or flat-bottomed.	Road placement should avoid separating wetlands from adjacent upland nesting sites, or these roads should be fenced to prevent turtles from attempting to cross them (contact your DNR Nongame Specialist for details).
Wetland crossings should be bridged, or include raised roadways with culverts which are 36 in or greater in diameter and flat-bottomed or elliptical (raised roadways discourage turtles from leaving the wetland to bask on roads).	Road placement should avoid bisecting wetlands, or these roads should be fenced to prevent turtles from attempting to cross them (contact your DNR Nongame Specialist for details). This is especially important for roads with more than 2 lanes.
Culverts under roads crossing streams should be oversized (at least twice as wide as the normal width of open water) and flat-bottomed or elliptical.	Roads crossing streams should be bridged.
UTILITIES	
Utility access and maintenance roads should be kept to a minimum (this reduces road-kill potential).	
Because trenches can trap turtles, trenches should be checked for turtles prior to being backfilled and the sites should be returned to original grade.	
LANDSCAPING AND VEGETATION MANAGEMENT	
Terrain should be left with as much natural contour as possible.	As much natural landscape as possible should be preserved (installation of sod or wood chips, paving, and planting of trees within nesting habitat can make that habitat unusable to nesting Blanding's turtles).
Graded areas should be revegetated with native grasses and forbs (some non-natives form dense patches through which it is difficult for turtles to travel).	Open space should include some areas at higher elevations for nesting. These areas should be retained in native vegetation, and should be connected to wetlands by a wide corridor of native vegetation.
Vegetation management in infrequently mowed areas -- such as in ditches, along utility access roads, and under power lines -- should be done mechanically (chemicals should not be used). Work should occur fall through spring (after October 1 st and before June 1 st).	Ditches and utility access roads should not be mowed or managed through use of chemicals. If vegetation management is required, it should be done mechanically, as infrequently as possible, and fall through spring (mowing can kill turtles present during mowing, and makes it easier for predators to locate turtles crossing roads).

Protecting Blanding's Turtle Nests: Most predation on turtle nests occurs within 48 hours after the eggs are laid. After this time, the scent is gone from the nest and it is more difficult for predators to locate the nest. Nests more than a week old probably do not need additional protection, unless they are in a particularly vulnerable spot, such as a yard where pets may disturb the nest. Turtle nests can be protected from predators and other disturbance by covering them with a piece of wire fencing (such as chicken wire), secured to the ground with stakes or rocks. The piece of fencing should measure at least 2 ft. x 2 ft., and should be of medium sized mesh (openings should be about 2 in. x 2 in.). It is *very important* that the fencing be **removed before August 1st** so the young turtles can escape from the nest when they hatch!

REFERENCES

- ¹Association for Biodiversity Information. "Heritage Status: Global, National, and Subnational Conservation Status Ranks." NatureServe. Version 1.3 (9 April 2001). <http://www.natureserve.org/ranking.htm> (15 April 2001).
- Coffin, B., and L. Pfannmuller. 1988. Minnesota's Endangered Flora and Fauna. University of Minnesota Press, Minneapolis, 473 pp.

REFERENCES (cont.)

- Moriarty, J. J., and M. Linck. 1994. Suggested guidelines for projects occurring in Blanding's turtle habitat. Unpublished report to the Minnesota DNR. 8 pp.
- Oldfield, B., and J. J. Moriarty. 1994. Amphibians and Reptiles Native to Minnesota. University of Minnesota Press, Minneapolis, 237 pp.
- Sajwaj, T. D., and J. W. Lang. 2000. Thermal ecology of Blanding's turtle in central Minnesota. *Chelonian Conservation and Biology* 3(4):626-636.

CAUTION



BLANDING'S TURTLES MAY BE ENCOUNTERED IN THIS AREA

The unique and rare Blanding's turtle has been found in this area. Blanding's turtles are state-listed as Threatened and are protected under Minnesota Statute 84.095, Protection of Threatened and Endangered Species. Please be careful of turtles on roads and in construction sites. For additional information on turtles, or to report a Blanding's turtle sighting, contact the DNR Nongame Specialist nearest you: Bemidji (218-308-2641); Grand Rapids (218-327-4518); New Ulm (507-359-6033); Rochester (507-280-5070); or St. Paul (651-259-5764).

DESCRIPTION: The Blanding's turtle is a medium to large turtle (5 to 10 inches) with a black or dark blue, dome-shaped shell with muted yellow spots and bars. The bottom of the shell is hinged across the front third, enabling the turtle to pull the front edge of the lower shell firmly against the top shell to provide additional protection when threatened. The head, legs, and tail are dark brown or blue-gray with small dots of light brown or yellow. A distinctive field mark is the bright yellow chin and neck.

**BLANDING'S TURTLES DO NOT MAKE GOOD PETS
IT IS ILLEGAL TO KEEP THIS THREATENED SPECIES IN CAPTIVITY**

SUMMARY OF RECOMMENDATIONS FOR AVOIDING AND MINIMIZING IMPACTS TO BLANDING'S TURTLE POPULATIONS

(see Blanding's Turtle Fact Sheet for full recommendations)

- This flyer should be given to all contractors working in the area. Homeowners should also be informed of the presence of Blanding's turtles in the area.
- Turtles that are in imminent danger should be moved, by hand, out of harms way. Turtles that are not in imminent danger should be left undisturbed to continue their travel among wetlands and/or nest sites.
- If a Blanding's turtle nests in your yard, do not disturb the nest and do not allow pets near the nest.
- Silt fencing should be set up to keep turtles out of construction areas. It is critical that silt fencing be removed after the area has been revegetated.
- Small, vegetated temporary wetlands should not be dredged, deepened, or filled.
- All wetlands should be protected from pollution; use of fertilizers and pesticides should be avoided, and run-off from lawns and streets should be controlled. Erosion should be prevented to keep sediment from reaching wetlands and lakes.
- Roads should be kept to minimum standards on widths and lanes.
- Roads should be ditched, not curbed or below grade. If curbs must be used, 4" high curbs at a 3:1 slope are preferred.
- Culverts under roads crossing wetland areas, between wetland areas, or between wetland and nesting areas should be at least 36 in. diameter and flat-bottomed or elliptical.
- Culverts under roads crossing streams should be oversized (at least twice as wide as the normal width of open water) and flat-bottomed or elliptical.
- Utility access and maintenance roads should be kept to a minimum.
- Because trenches can trap turtles, trenches should be checked for turtles prior to being backfilled and the sites should be returned to original grade.
- Terrain should be left with as much natural contour as possible.
- Graded areas should be revegetated with native grasses and forbs.
- Vegetation management in infrequently mowed areas -- such as in ditches, along utility access roads, and under power lines -- should be done mechanically (chemicals should not be used). Work should occur fall through spring (after October 1st and before June 1st).

*Compiled by the Minnesota Department of Natural Resources Division of Ecological Resources, Updated March 2008
Endangered Species Environmental Review Coordinator, 500 Lafayette Rd., Box 25, St. Paul, MN 55155 / 651-259-5109*

3M Current Traffic Counts

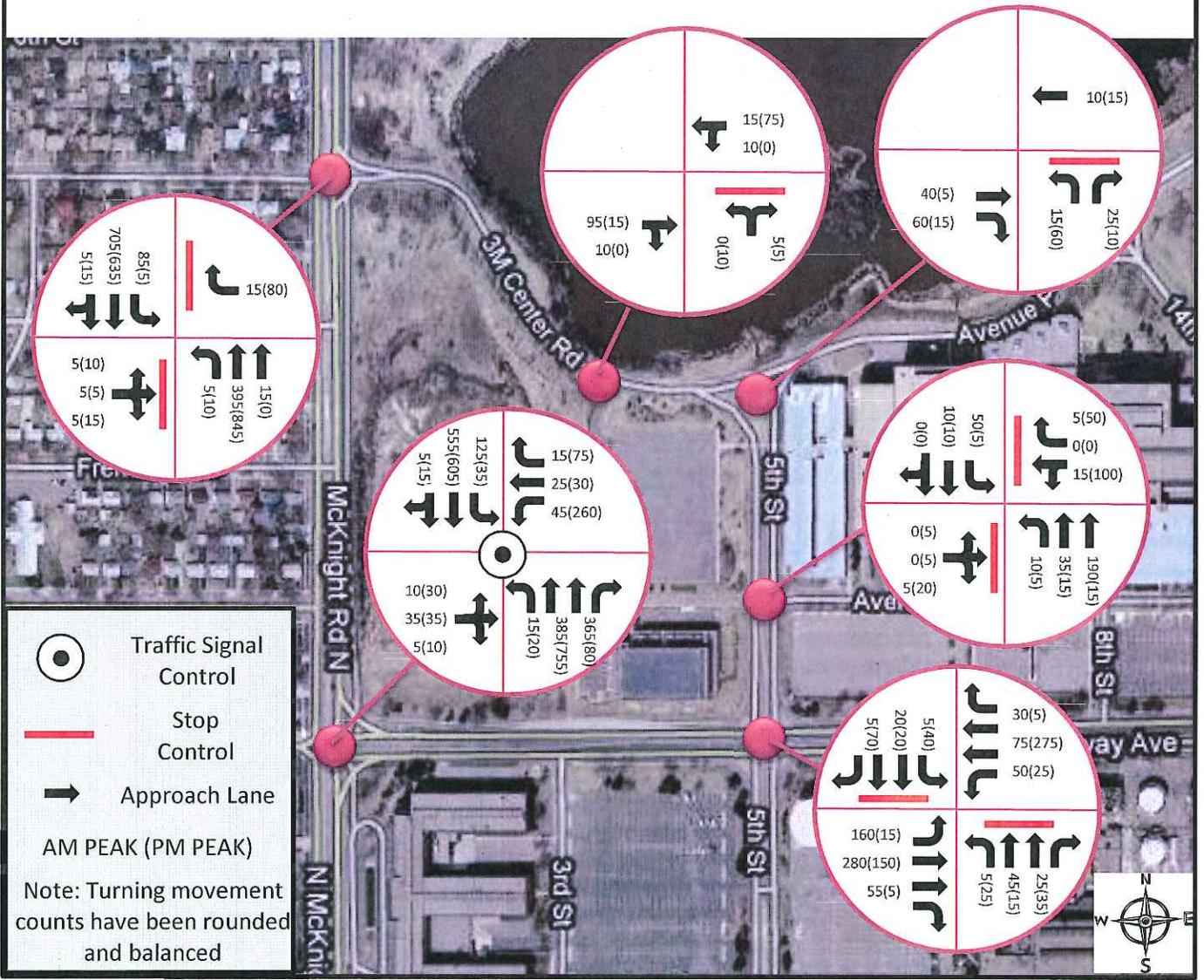


FIGURE 10

3M 2015 No Build Volumes

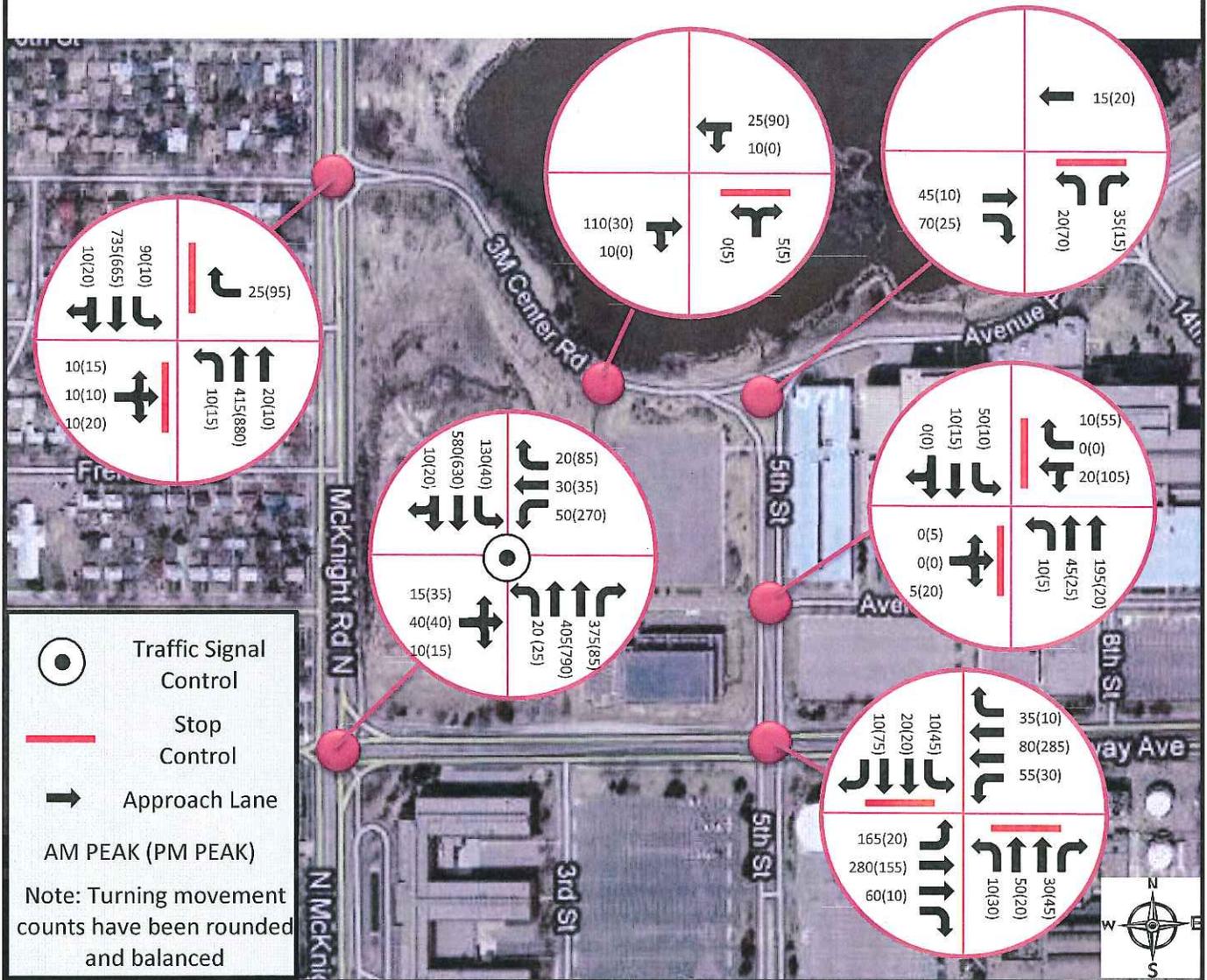


FIGURE 11

3M Development Volumes

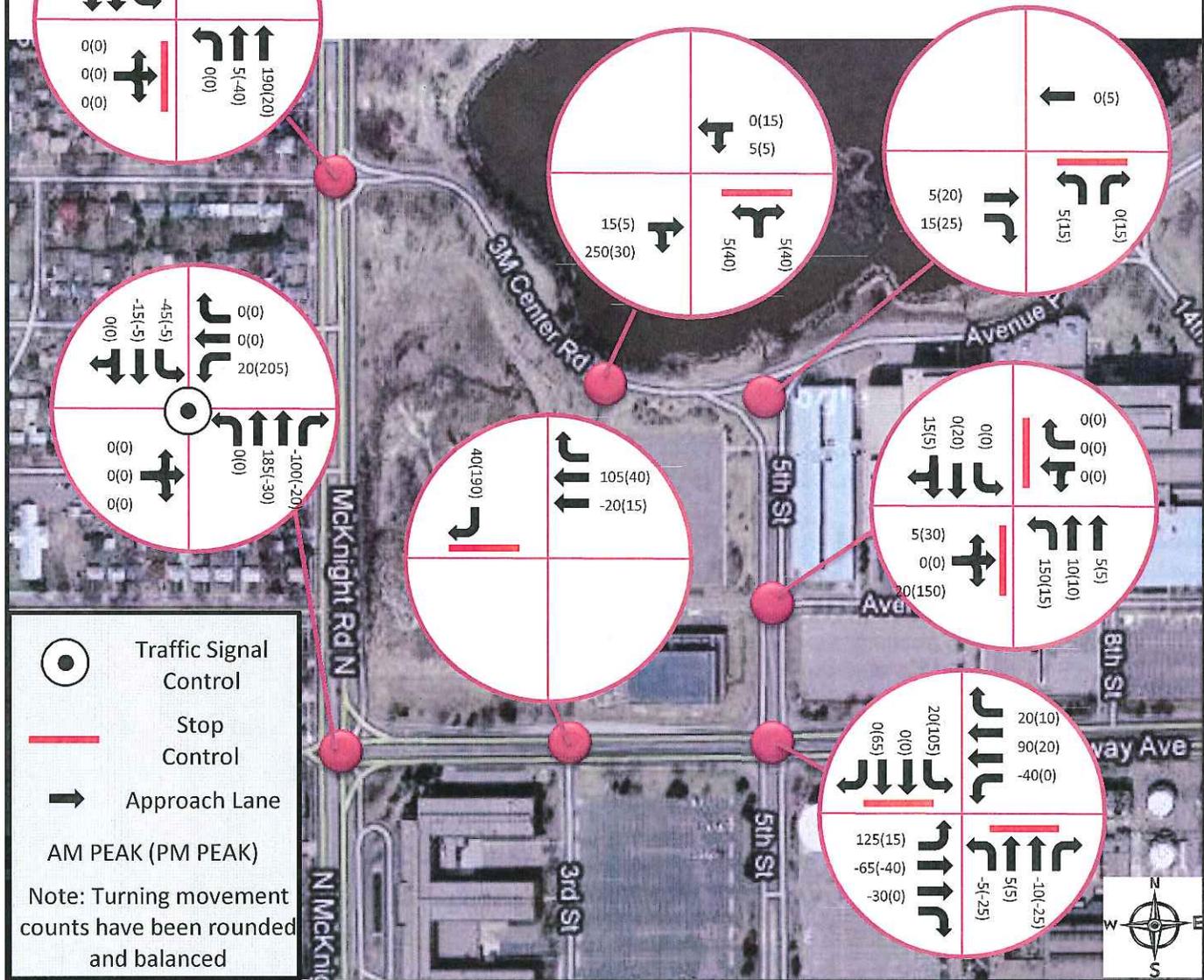


FIGURE 12

3M 2015 Build Volumes

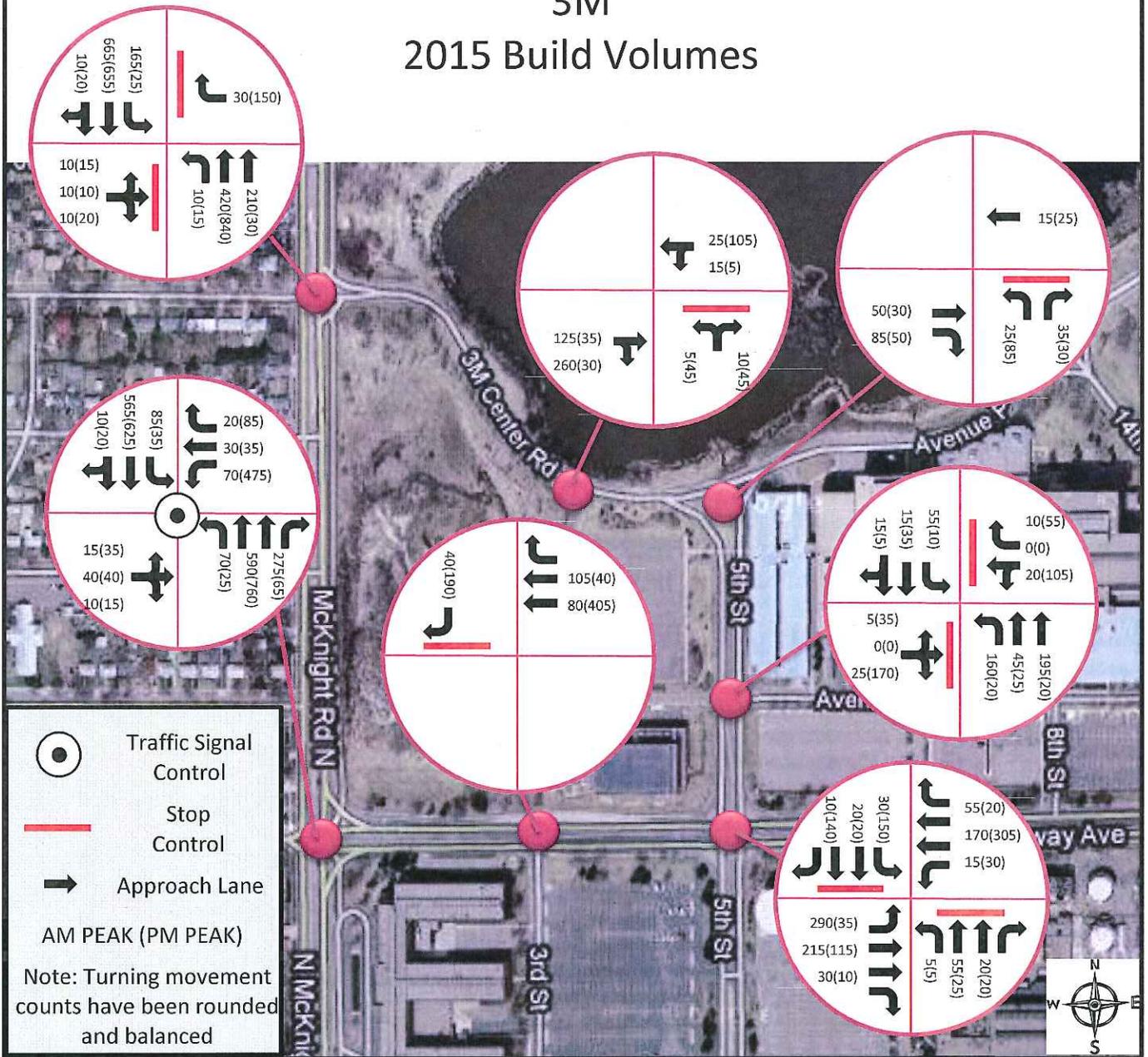


FIGURE 13

From: Thomas Cinadr [thomas.cinadr@mnhs.org]
Sent: Wednesday, December 12, 2012 8:48 AM
To: Sherri A. Buss
Subject: Re: database search request for EAW
Attachments: Historic.rtf

THIS EMAIL IS NOT A PROJECT CLEARANCE.

This message simply reports the results of the cultural resources database search you requested. The database search produced results for only previously known archaeological sites and historic properties. Please read the note below carefully.

No archaeological sites were identified in a search of the Minnesota Archaeological Inventory and Historic Structures Inventory for the search area requested. **A report containing the historic properties identified is attached.**

The result of this database search provides a listing of recorded archaeological sites and historic architectural properties that are included in the current SHPO databases. Because the majority of archaeological sites in the state and many historic architectural properties have not been recorded, important sites or structures may exist within the search area and may be affected by development projects within that area. Additional research, including field survey, may be necessary to adequately assess the area's potential to contain historic properties.

If you require a comprehensive assessment of a project's potential to impact archaeological sites or historic architectural properties, you may need to hire a qualified archaeologist and/or historian. If you need assistance with a project review, please contact Kelly Gragg-Johnson in Review and Compliance @ 651-259-3455 or by email at kelly.graggjohnson@mnhs.org.

The Minnesota SHPO Survey Manuals and Database Metadata and Contractor Lists can be found at <http://www.mnhs.org/shpo/survey/inventories.htm>

**SHPO research hours are 8:00 AM – 4:00 PM Tuesday-Friday.
The Office is closed on Mondays.**

Tom Cinadr

Survey and Information Management Coordinator
Minnesota State Historic Preservation Office
Minnesota Historical Society
345 Kellogg Blvd. West
St. Paul, MN 55102

651-259-3453

On Thu, Dec 6, 2012 at 1:52 PM, Sherri A. Buss <sherri.buss@tkda.com> wrote:

History/Architecture Inventory

PROPERTY NAME	ADDRESS	Twp	Range	Sec	Quarters	USGS	Report	NRHP	CEF	DOE	Inventory Number
COUNTY Washington CITY/TOWNSHIP: Newport											
Chicago Milwaukee St. Paul & Pacific Switching Tower	600 7th Ave.	28	22	36	SW-NE-SW	St. Paul Park	xx-95-2H				WA-NWC-001
Red Rock Mission houses	xxx 11th Ave.	28	22	36	SW-NW-NE	St. Paul Park	WA-2009-6H				WA-NWC-003
Schilfing House	NW corner 12th St. & 7th Ave.	28	22	36	NE-NW-SW	Inver Grove Heights					WA-NWC-005
Red Rock, "Eyah-shaw"	771 7th Ave.	28	22	36	SE-SW-SW	St. Paul Park	WA-95-3H				WA-NWC-011
St. Paul & Chicago Railroad	xxx 11th Ave.	28	22	36	SW-NW-NE	St. Paul Park	WA-2009-6H				WA-NWC-014
Matthew Sorrenson House	682 7th Ave.	28	22	36	SE-SW-SW	St. Paul Park	WA-95-3H				WA-NWC-017
Craig House	704 7th Ave.	28	22	36	SE-SW-SW	St. Paul Park	WA-95-3H				WA-NWC-035
house	795 7th Ave.	28	22	36	SE-SW-SW	St. Paul Park	WA-95-3H				WA-NWC-036
Schroeder House	796 7th Ave.	28	22	36	SE-SW-SW	St. Paul Park	WA-95-3H				WA-NWC-037
Mary Keck House	821 7th Ave.	28	22	36	SE-SW-SW	Inver Grove Heights	WA-95-3H				WA-NWC-038
Lee House	824 7th Ave.	28	22	36	SE-SW-SW	St. Paul Park	WA-95-3H				WA-NWC-039
house	898 7th Ave.	28	22	36	NE-SW-SW	St. Paul Park	WA-95-3H				WA-NWC-040
Scofield House	904 7th Ave.	28	22	36	NE-SW-SW	St. Paul Park	WA-95-3H				WA-NWC-041
Joseph Scofield House	972 7th Ave.	28	22	36	NE-SW-SW	St. Paul Park	WA-95-3H				WA-NWC-042
Jasper Berfeldt House	675 7th Ave.	28	22	36	NE-SW-SW	Inver Grove Heights	WA-95-3H				WA-NWC-043
house	1002 7th Ave.	28	22	36	NE-SW-SW	St. Paul Park	WA-95-3H				WA-NWC-044
Danberg House	1040 7th Ave.	28	22	36	NE-SW-SW	St. Paul Park	WA-95-3H				WA-NWC-045
house	1057 7th Ave.	28	22	36	NE-SW-SW	Inver Grove Heights	WA-95-3H				WA-NWC-046
Olson House	1083 7th Ave.	28	22	36	NE-SW-SW	Inver Grove Heights	WA-95-3H				WA-NWC-047
Vic Erickson House	1092 7th Ave.	28	22	36	NE-SW-SW	Inver Grove Heights	WA-95-3H				WA-NWC-048
											WA-NWC-049

PROPERTY NAME	ADDRESS	Twp	Range	Sec	Quarters	USGS	Report	NRHP	CEF	DOE	Inventory Number
COUNTY Washington											
CITY/TOWNSHIP: Newport											
Urbanski House	1117 7th Ave.	28	22	36	SE-NW-SW	Inver Grove Heights	WA-95-3H				WA-NWC-050
Scotfield House	1131 7th Ave.	28	22	36	SE-NW-SW	Inver Grove Heights	WA-95-3H				WA-NWC-051
Hugh A. Jones House	1143-1145 7th Ave.	28	22	36	SE-NW-SW	Inver Grove Heights	WA-95-3H				WA-NWC-052
Eurele House	1161 7th Ave.	28	22	36	SE-NW-SW	Inver Grove Heights	WA-95-3H				WA-NWC-053
Humfeldt House	649 12th St.	28	22	36	N-NW-SW	Inver Grove Heights	WA-95-3H				WA-NWC-054
Chet Jones House	621 12th St.	28	22	36	N-NW-SW	Inver Grove Heights	WA-95-3H				WA-NWC-055
Humfeldt House	609 12th St.	28	22	36	N-NW-SW	Inver Grove Heights	WA-95-3H				WA-NWC-056
Pt. Douglas-Hastings Territorial Rd.: Newport Section	U.S. Hwy. 61	28	22	36		St. Paul Park	WA-95-3H				WA-NWC-058
Seventh Avenue Historic District	7th Ave.	28	22	36	E-SW-SW	St. Paul Park	WA-95-3H				WA-NWC-061
house	580 10th St.	28	22	36	NW-SW-SW	Inver Grove Heights	xx-95-2H				WA-NWC-072
A&W/Newport Drive-In	1156 Hastings Ave.	28	22	36	SW-NE-SW	Lake Elmo	WA-2000-3H				WA-NWC-078
house	1651 Woodbury Rd.	28	22	36	SE-NW-NE	Lake Elmo	WA-2000-3H				WA-NWC-079
house	1039 12th St.	28	22	36	NE-NW-SE	St. Paul Park	WA-2000-3H				WA-NWC-084
Rolling House	1324 11th St.	28	22	36	NW-NW-SE	St. Paul Park	WA-2000-3H				WA-NWC-085
Highway 61 Shopping Center/Newport Center	Hastings Ave.	28	22	36	SE-NW-NW	St. Paul Park	WA-2000-3H				WA-NWC-092

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
SUBJECT: **Notice of Cancellation of March 4th Council Workshop**
DATE: February 6, 2013

SUMMARY

Currently, staff does not have any time sensitive matters that would call for the need of a Council Manager Workshop on Monday March 4th. Because of this, staff recommends canceling the March 4th, 2013 Council Manager Workshop. The next workshop and regular meeting is scheduled for Monday, March 11, 2013.

RECOMMENDATION

Staff recommends the cancellation of the Council Manager Workshop on March 4th, 2013